INFORMATION MEMORANDUM

ESS KAY FINCORP LIMITED
(Erstwhile Ess Kay Auto Finance Private Limited)

A public company incorporated under the Companies Act, 1956
Registered Office: G 1-2, New Market, Khasa Kothi, Jaipur, Rajasthan – 302001

Information Memorandum for issue of Debentures on a Private Placement Basis
Dated: 31st May, 2019

(Under Companies Act, 2013, Schedule I of SEBI (Issue and Listing of Debt Securities) Regulations, 2008 ("SEBI Debt Listing Regulations"), as amended from time to time)

Issue of 4,000 (four thousand) Rated, Senior, Secured, Listed, Transferable, Redeemable, Principal Protected Market Non-Convertible Debentures ("Debentures" or "NCDs") of face value of INR 1,00,000 (Indian Rupees One Lakh) each, aggregating up to INR 40,00,00,000 (Indian Rupees Forty Crore) on a private placement basis (the "Issue").

Background

This Information Memorandum is related to the Debentures to be issued by ESS KAY FINCORP LIMITED (the "**Issuer**" or "**Company**" or "**Ess Kay**") 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 Company through resolutions passed by the shareholders of the Issuer on June 19, 2018 and resolution of the Board of Directors of the Issuer dated June 28, 2018 read with the resolution of the Executive Committee of the Board of Directors dated May 29, 2019 and the Memorandum and Articles of Association of the Company. Pursuant to the resolution passed by the Company's shareholders dated June 19, 2018 in accordance with provisions of the Companies Act, 2013, the Company has been authorised to borrow, upon such terms and conditions as the Board may think fit for amounts up to INR 2500,00,00,000 (Indian Rupees Two Thousand Five Hundred Crore). 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).

Issue Schedule

Issue Opens on: May 31, 2019
Issue Closing on: June 4, 2019
Deemed Date of Allotment: June 7, 2019

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**") within 15 days from the Deemed Date of Allotment.

Registrar and Transfer Agent
Karvy Fintech Private Limited
46,,Avenue, 4th Street,No.1, Banjara Hills,
Hyderabad-500034
Tel: +91 40 33211000, 67162222
Email: rakesh.santhalia@karvy.com

Debenture Trustee
Beacon Trusteeship Limited
4C& D, Siddhivinayak Chambers,
Santacruz (E), Mumbai- 400 055
Tel: +91 22 26558759
Email: contact@beacontrustee.co.in

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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 or Companies Act	Means the Companies Act, 2013 ("**2013 Act**"), and for any matters or affairs prior to the notification of the relevant provisions of the Companies Act, 2013, the Companies Act, 1956 ("**1956 Act**"), and shall include any re-enactment, amendment or modification of the 2013 Act, as in effect from time to time.
Allot/Allotment/Allotted	Means the allotment of the Debentures pursuant to this Issue.
Applicable Law	Includes all applicable statutes, enactments or acts of any legislative body in India, laws, ordinances, rules, bye-laws, regulations, notifications, guidelines, policies, directions, directives and orders of any Governmental Authority and any modifications or re-enactments thereof.
Application Form	The form used by the recipient of this Information Memorandum, to apply for subscription to the Debentures, which is in the form annexed to this Information Memorandum and marked as **Annexure III.**
Assets	Means, for any date of determination, the assets of the Company on such date as the same would be determined in accordance with Indian GAAP.
Beneficial Owner(s)	Means the holder(s) of the Debentures in dematerialized form whose name(s) is/are recorded as such with the Depository in the Register of Beneficial Owners.
Board/Board of Directors	Means the Board of Directors of the Issuer.
BSE	Means BSE Limited.
Business Day	Means a day (a) that is not a Sunday or a public holiday for the purpose of Section 25 of the Negotiable Instruments Act, 1881, and (b) on which banks are normally open for business in Mumbai, India
CDSL	Means the Central Depository Services (India) Limited.
CERSAI	Means Central Registry of Securitisation Asset Reconstruction and Security Interest of India.
Charged Receivables	Means the book debts/loan receivables over which charge is created pursuant to the Deed of Hypothecation.
Client Loan	Mean each loan made by the Issuer as a lender including managed portfolio.
Company/Issuer	Means Ess Kay Fincorp Limited, a public company incorporated under the Companies Act, 1956 with its registered office at G 1-2, New Market, Khasa Kothi, Jaipur, Rajasthan – 302001.
Crore	Means Ten Million.
Debentures/NCDs	4,000 (four thousand) rated, senior, secured, listed, transferable, redeemable, principal protected market linked non-convertible debentures each having a face value of INR 1,00,000 (Indian Rupees One Lakh) and an aggregate face value of INR 40,00,00,000 (Indian Rupees Forty Crore)
Debenture Holders / Investors	Means the Applicants whose names and addresses are set out in the Application Form and who have agreed to subscribe to the Debentures, and for any subsequent Debenture Holders, each person that fulfils the

	following requirements: (a) Persons who are registered as Beneficial Owners; and (b) Persons who are registered as a debenture holder in the Register of Debenture Holders. Sub-paragraphs (a) and (b) shall be deemed to include transferees of the Debentures registered with the Company and the Depository from time to time, and in the event of any inconsistency between sub-paragraph (a) and (b) above, sub paragraph (a) shall prevail.
Debenture Trustee	Means Beacon Trusteeship Limited, a company incorporated under the 2013 Act with CIN U74999MH2015PLC271288, having its registered office at 4C & D Siddhivinayak Chambers, Gandhi Nagar, Opp. MIG Cricket Club, Bandra (East), Mumbai, Maharashtra - 400051.
Debenture Trustee Agreement	Means the agreement executed/to be executed by and between the Debenture Trustee and the Company for the purposes of appointment of the Debenture Trustee to act as debenture trustee in connection with the issuance of the Debentures.
Debt to Equity Ratio	Means the ratio of the Total Debt to the Equity
DTD/ Debenture Trust Deed	Means the debenture trust cum mortgage deed executed/to be executed by and between the Debenture Trustee and the Issuer which will set out the terms upon which the Debentures are being issued and shall include the representations and warranties and the covenants to be provided by the Issuer.
Deed of Hypothecation	The unattested deed of hypothecation entered into/to be entered into between the Issuer and the Debenture Trustee, pursuant to which hypothecation over Hypothecated Assets shall be created by the Issuer in favour of the Debenture Trustee (acting for and on behalf of the Debenture Holder(s)).
Deemed Date of Allotment	Means the date on which the Debentures are deemed to be allotted, being June 7, 2019.
Demat	Means the dematerialized securities which are securities that are in electronic form, and not in physical form, with the entries noted by the Depository.
Depositories Act	Means the Depositories Act, 1996, as amended from time to time.
Depository	Means a depository registered with SEBI under the SEBI (Depositories and Participant) Regulations, 1996, as amended from time to time.
Depository Participant / DP	Means a depository participant as defined under the Depositories Act.
Director(s)	Means the director(s) of the Issuer.
Disclosure Document / Information Memorandum	Means this information memorandum which sets out the information regarding the Debentures being issued on a private placement basis.
Distributor's Fee	Means the fee payable by the Company to the arranger(s)/distributer(s), if any, but not exceeding 2% (two percent) of the aggregate face value of the Debentures.
DP ID	Means the Depository Participant Identification Number.

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Due Date	Means the Final Redemption Date, or any other date on which any interest or liquidated damages and/or any other monies payable (including any additional interest in accordance with Section 5.24), are due and payable.
EFT	Means Electronic Fund Transfer
Eligible Investors	Shall have the meaning specified in 8.14 below.
Equity	Means the aggregate of (a) the issued and paid up equity shares of the Company, (b) all compulsorily convertible instruments and preference share capital of the Company, (c) all reserves and surplus of the Company, and (c) the Subordinated Debt in the form of Tier II Capital to the extent eligible for inclusion in Tier II Capital as on the latest Quarterly Date (subject to discounting in accordance with the NBFC Directions).
Events of Default	Means the events of default specified in Section 7.7 below.
Final Fixing Date	Means March 31, 2021.
Final Fixing Level	Means the official closing level on of the Reference Index on the Final Fixing Date.
Final Redemption Date	Means June 4, 2019.
Final Settlement Date	Means the date on which all Secured Obligations of the Company have been irrevocably and unconditionally paid and discharged in full to the satisfaction of the Secured Parties.
Financial Indebtedness	Means any indebtedness for or in respect of: (a) moneys borrowed; (b) any amount raised by acceptance under any acceptance credit, bill acceptance or bill endorsement facility or dematerialised equivalent; (c) any amount raised pursuant to any note purchase facility or the issue of bonds, notes, Facility, loan stock or any similar instrument; (d) the amount of any liability in respect of any lease or hire purchase contract which would, in accordance with the Indian GAAP, be treated as a finance or capital lease; (e) receivables sold or discounted (other than any receivables to the extent they are sold on a non-recourse basis); (f) any amount raised under any other transaction (including any forward sale or purchase agreement) having the commercial effect of a borrowing; (g) any derivative transaction entered into in connection with protection against or benefit from fluctuation in any rate or price (and, when calculating the value of any derivative transaction, only the marked to market value shall be taken into account); (h) shares which are expressed to be redeemable or shares which are the subject of a put option or any form of guarantee; (i) any obligation under any put option in respect of any securities; (j) any counter-indemnity obligation in respect of a guarantee, indemnity, bond, standby or documentary letter of credit or any other instrument issued by a bank or financial institution; (k) any corporate/personal guarantee, a letter of comfort or any

	other similar contractual comfort issued or incurred in respect of a liability incurred by any other third person; and the amount of any liability in respect of any guarantee or indemnity for any of the items referred to in paragraphs (a) to (k) above.
Financial Year/ FY	Means each period of 12 (twelve) months commencing on April 1 of any calendar year and ending on March 31 of the subsequent calendar year.
Governmental Authority	Means any: (a) government (central, state or otherwise) or sovereign state; (b) any governmental agency, semi-governmental or judicial or quasi-judicial or regulatory or supervisory or administrative entity, department or authority, court or tribunal or any political subdivision thereof; or (c) international organization, agency or authority, including, without limitation, any stock exchange or any self-regulatory organisation, established under any Applicable Law.
Gross Loan Portfolio	Means and includes the outstanding principal amounts of all Client Loans originated by the Company on its own books and the Off Balance Sheet Portfolio.
Indian GAAP	Means the generally accepted accounting principles as prescribed by the Institute of Chartered Accountants of India from time to time and consistently applied by the Company.
Initial Fixing Date	Means June 4, 2019.
Initial Fixing Level	Means the official closing level on of the Reference Index on the Initial Fixing Date.
Interest Accrued or Accrued Premium or Accrued Coupon	Means, collectively, for all the Debentures, the difference between the Redemption Payment (for all the Debentures) and the aggregate face value of all the Debentures.
[Interest Rate or Accrued Premium Rate or Coupon Rate]	(a) if the Put Option has not been exercised and no Event of Default has occurred: (i) 0% (zero percent), if the Final Fixing Level is less than 25% (twenty five percent) of the Initial Fixing Level; and (ii) 24.36% (twenty four decimal three six percent), if the Final Fixing Level is equal to or is greater than 25% (twenty five percent) of the Initial Fixing Level; and (b) if the Put Option has been exercised or an Event of Default has occurred or for any payments for any matter other than (a) above, 11.5% (eleven decimal five percent) per annum compounded annually.
Immovable Property	shall mean all that hereditaments and premises which is more particularly described in the DTD which is being mortgaged in favour of the Debenture Trustee in terms of the DTD.
Issue	Means this issue of Debentures on a private placement basis.
Issue Opening Date	May 31, 2019

Issue Closing Date	June 4, 2019
Loan Loss Reserves	Shall mean the portion of the Company's portfolio of Client Loans that has been expensed (provisioned for) in anticipation of losses due to default.
Liability	Means, for any date of determination, the liabilities of the Company on such date as the same would be determined in accordance with the Indian GAAP at such date.
LODR Regulations	means the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015.
Loan Loss Allowance	Means a contra asset account on the balance sheet created in anticipation of losses due to default.
Majority Debenture Holders	Means such number of Debenture Holders collectively holding more than 51% (fifty one percent) of the value of the Outstanding Principal Amounts of the Debentures.
Majority Resolution	Means a resolution approved by such number of Debenture Holders that represent more than 51% (fifty one percent) of the value of the Outstanding Principal Amounts of the Debentures held by the Debenture Holders who are present and voting or if a poll is demanded, by such number of Debenture Holders that represent more than 51% (fifty one percent) of the value of the Outstanding Principal Amounts of the Debentures held by the Debenture Holders who are present and voting in such poll.
Material Adverse Effect	Shall mean, in the sole opinion of the Debenture Trustee, the effect or consequence of an event, circumstance, occurrence or condition which has caused, as of any date of determination, or could be expected to cause a material and adverse effect: (a) on the financial condition, business or operations of the Company, environmental, social or otherwise or prospects of the Company; or (b) on the ability of the Company to perform its obligations under the Transaction Documents. or (c) on the validity or enforceability of any of the Transaction Documents (including the ability of any party to enforce any of its remedies thereunder).
MLD Guidelines	Means the Guidelines for Issue and Listing of Structured Products/Market Linked Debentures issued by SEBI on September 28, 2011.
NBFC Master Directions	Means the Non-Banking Financial Company - Systemically Important Non-Deposit taking Company and Deposit taking Company (Reserve Bank) Directions, 2016 dated September 1, 2016 and/or the Non-Banking Financial Company - Non-Systemically Important Non-Deposit taking Company (Reserve Bank) Directions, 2016 dated September 1, 2016 (each as amended, modified or restated from time to time) as may be applicable.
Net Income	For any particular period and with respect to the Issuer, all revenue (including donations and grants) less all expenses (including taxes, if any for such period).
Net Worth	Has the meaning given to it in the 2013 Act.

N.A	Not Applicable.
NBFC	Means a Non-banking financial company.
NSDL	Means the National Securities Depository Limited.
Off Balance Sheet Portfolio	Means the outstanding principal balance of all Client Loans securitised, assigned, originated on behalf of other institutions otherwise sold off in respect of which the Company has provided credit enhancements in any form or manner whatsoever.
Operating Income	Means the revenue from interest earned, fees, and commissions on the Gross Loan Portfolio and investments.
Operating Expense	Means the sum of administrative and personnel expenses, financial costs and Loan Loss Allowance during the reporting quarter.
Outstanding Amounts	Means, at any date, the Outstanding Principal Amounts together with any accrued interest, additional interests, costs, fees, charges, and other amounts payable by the Company in respect of the Debentures.
Outstanding Principal Amounts	Means, at any date, the principal amounts outstanding under the Debentures.
PAN	Means the Permanent Account Number.
PDCs	Means post-dated cheques provided by the Company with respect to the Redemption Payment in such denominations as may be prescribed by the Debenture Holders.
Portfolio At Risk Over 90 Days	Means the outstanding principal value of all Client Loans that have one or more instalments of principal over or interest overdue for 90 (ninety) calendar days or more, and includes restructured Client Loans but excludes Client Loans that have been written off by the Company.
PPOA	Means the private placement offer and application letter prepared in compliance with Section 42 of the 2013 Act read with the Companies (Prospectus and Allotment of Securities) Rules, 2014.
Put Option	Has the meaning given to it in Section 5.24.
Quarterly Date	Means each of March 31, June 30, September 30, and December 31, and **"Quarterly Dates"** shall be construed accordingly.
Rating Agency	Means CRISIL Limited or any rating agency approved by SEBI and finalised by the Debenture Trustee for carrying out debt ratings in India.
Rating Downgrade	Means the rating of the Debentures is downgraded below "CRISIL PP-MLD Ar Stable" (or its equivalent rating).
RBI	Means the Reserve Bank of India.
Record Date	The date which will be used for determining the Debenture Holders who shall be entitled to receive the amounts due on any Due Date, which shall be the date falling 7 (Seven) calendar days prior to any Due Date.
Redemption Payment	Means, in respect of any Debenture: (a) if the Put Option has not been exercised and no Event of Default has occurred, the amount payable on such Debenture, determined as follows: $RP = [FV \times [(1 + Y)]]$ where:

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	(i) "RP" is the Redemption Payment; (ii) "FV" is the face value of such Debenture; and (iii) "Y" is the Accrued Premium Rate. (b) if the Put Option has been exercised or an Event of Default has occurred, the aggregate of the (i) the Outstanding Principal Amounts (in respect of such Debenture), and (ii) interest determined on the basis of 11.5% (eleven decimal five percent) per annum compounded annually.
Reference Index	Means the S&P BSE SENSEX Index, as available at https://www.bseindia.com/sensex/code/16.
Register of Beneficial Holders	Means the register of beneficial owners of the Debentures maintained in the records of the NSDL and CDSL, as the case may be.
Register of Debenture Holders	Means the register maintained by the Company in accordance with Section 88 of the 2013 Act.
Registrar / R&T Agent	Means the registrar and transfer agent appointed for the Issue, being Karvy Fintech Private Limited.
ROC	Means the jurisdictional registrar of companies.
Rs. / INR	Means the Indian Rupee.
RTGS	Means Real Time Gross Settlement.
SEBI	Means the Securities and Exchange Board of India constituted under the Securities and Exchange Board of India Act, 1992 (as amended from time to time).
SEBI Debt Listing Regulations	Means the Securities and Exchange Board of India (Issue and Listing of Debt Securities) Regulation, 2008 issued by SEBI, as amended from time to time.
Secured Obligations	Means all present and future obligations (whether actual or contingent and whether owed jointly or severally or in any capacity whatsoever) obligations of the Company to the Secured Parties under the Transaction Documents, including without limitation, the making the Redemption Payment, the payment of default interest, additional interest, liquidated damages and all costs, charges, expenses and other monies payable by the Company in respect of the Debentures.
Secured Parties	Means collectively, the Debenture Holders and the Debenture Trustee, and "Secured Party" shall be construed accordingly.
Security	Means the security created in favour of the Debenture Trustee to secure this Issue, being, ***inter alia***: (a) of a first ranking exclusive and continuing charge to be created over the Charged Receivables; (b) a first ranking *pari passu* mortgage created over the Immovable Property by and under the DTD; and (c) PDCs.
Subordinated Debt	Means all funds received by the Company on an unsecured basis that rank lower in repayment to other debts, but are senior to equity and that are accounted for as "Tier II Capital" in accordance with the guidelines prescribed by the RBI.

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Super Majority Debenture Holders	Means such number of Debenture Holders collectively holding more than 75% (seventy five percent) of the value of the Outstanding Principal Amounts of the Debentures.
Super Majority Resolution	Means resolution approved by such number of Debenture Holders that represent more than 75% (seventy five percent) of the value of the Outstanding Principal Amounts of the Debentures held by the Debenture Holders who are present and voting or if a poll is demanded, by such number of Debenture Holders that represent more than 75% (seventy five percent) of the value of the Outstanding Principal Amounts of the Debentures held by the Debenture Holders who are present and voting in such poll.
Supervisory Authorities	Means the RBI and, to the extent applicable, the SEBI.
Tax	Means any present or future tax, levy, duty, charge, fees, deductions, withholdings, surcharges, cess, turnover tax, transaction tax, stamp tax or other charge of a similar nature (including any penalty or interest payable on account of any failure to pay or delay in paying the same), now or hereafter imposed by Applicable Law by any Governmental Authority and as maybe applicable in relation to the payment obligations of the company under the DTD.
TDS	Means Tax deducted at source.
Terms & Conditions	The terms and conditions pertaining to the Issue as outlined in the Transaction Documents.
Testing Date	Means the date occurring on the expiry of a period of 45 (forty five) calendar days of each Quarterly Date.
Tier I Capital	Shall have the meaning given to it in the NBFC Master Directions.
Tier II Capital	Shall have the meaning given to it in the NBFC Master Directions.
Total Assets	Means, for any date of determination, the total Assets of the Company on such date.
Total Debt	Means the aggregate of: (a) all long-term borrowings (including ineligible portion of subordinated debt in form of Tier II Capital); (b) any short term borrowings; (c) all current maturities (i.e., Financial Indebtedness maturing in the next 12 (twelve) months (as on the date of reference/determination)); and (d) any financial guarantee provided in respect of a liability incurred by any other third person
Transaction Documents	The documents executed or to be executed in relation to the issuance of the Debentures as more particularly set out in 0.
WDM	Wholesale Debt Market segment of the BSE.
Wilful Defaulter	Shall mean an Issuer who is categorized as a wilful defaulter by any Bank or financial institution or consortium thereof, in accordance with the guidelines on wilful defaulters issued by the Reserve Bank of India and includes an issuer whose director or promoter is categorized as such in accordance with Regulation 2(n) of SEBI (Issue and Listing of Debt Securities) Regulations, 2008.

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 (upon request from Debenture Trustee) 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 to be filed or submitted to the SEBI for its review and/or approval. However pursuant to the provisions of Section 42 of the Companies Act 2013 read with the Companies (Prospectus and Allotment of Securities) Rules, 2014, the copy of this Information Memorandum shall be filed with the ROC and SEBI within the stipulated timelines under the Companies Act, 2013.

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

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

The Issuer confirms that, as of the date hereof, this Information Memorandum (including the documents incorporated by reference herein, if any) contains all the information that is material in the context of the Issue and regulatory requirements in relation to the Issue and is accurate in all such material respects. No person has been authorized to give any information or to make any representation not contained or incorporated by reference in this Information Memorandum or in any material made available by the Issuer to any potential Investor pursuant hereto and, if given or made, such information or representation must not be relied upon as having being authorized by the Issuer. The Issuer certifies that the disclosures made in this Information Memorandum are adequate and in conformity with the SEBI Debt Listing Regulations and the Companies (Prospectus and Allotment of Securities) Rules, 2014. 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 and the respective contents hereof respectively, are restricted only for the intended recipient(s) who have been addressed directly and specifically through a communication by the Issuer and only such recipients are eligible to apply for the Debentures. All Investors are required to comply with the relevant regulations/guidelines applicable to them for investing in this Issue. The contents of this Information Memorandum are intended to be used only by those Investors to whom it is distributed. It is not intended for distribution to any other person and should not be reproduced by the recipient.

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

The person who is in receipt of this Information Memorandum shall not reproduce or distribute in whole or in part or make any announcement in public or to a third party regarding the contents hereof without the consent of the Issuer. The recipient agrees to keep confidential all information provided (or made available hereafter), including, without limitation, the existence and terms of the Issue, any specific pricing information related to the Issue or the amount or terms of any fees payable to us or other parties in connection with the Issue. This Information Memorandum 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 decides not to participate in the Issue, that recipient must promptly return this Information Memorandum 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 to reflect subsequent events after the date of Information Memorandum 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 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 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 in any jurisdiction where such action is required. Persons into whose possession this Information Memorandum comes are required to inform themselves of, and to observe, any such restrictions. The Information Memorandum is made available to potential Investors in the Issue on the strict understanding that it is confidential.

2.2 DISCLAIMER CLAUSE OF STOCK EXCHANGES

As required, a copy of this Information Memorandum has been filed with the BSE in terms of the SEBI Debt Listing Regulations. It is to be distinctly understood that submission of this Information Memorandum to the BSE should not in any way be deemed or construed to mean that this Information Memorandum has been reviewed, cleared, or approved by the BSE; nor does the BSE in any manner warrant, certify or endorse the correctness or completeness of any of the contents of this Information Memorandum, nor does the BSE warrant that the Issuer's Debentures will be listed within 15 days from intimation by the Debenture Trustee or will continue to be listed on the BSE; nor does the BSE take any responsibility for the soundness of the financial and other conditions of the Issuer, its promoters, its management or any scheme or project of the Issuer.

2.3 DISCLAIMER CLAUSE OF SEBI

As per the provisions of the SEBI Debt Listing Regulations, it is not stipulated that a copy of this Information Memorandum has to be filed with or submitted to the SEBI for its review / approval. It is to be distinctly understood that this Information Memorandum should not in any way be deemed or construed to have been approved or vetted by SEBI and that this Issue is not recommended or approved by SEBI. SEBI does not take any responsibility either for the financial soundness of any proposal for which the Debentures issued thereof is proposed to be made or for the correctness of the statements made or opinions expressed in this Information Memorandum. However the Company undertakes to file this Information Memorandum with the ROC (through the online portal provided by the Ministry of Corporate Affairs) and SEBI within 30 days from the Deemed Date of Allotment as per the provisions of the 2013 Act and the rules thereunder.

2.4 DISCLAIMER IN RESPECT OF JURISDICTION

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

2.5 DISCLAIMER IN RESPECT OF RATING AGENCIES

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

2.6 ISSUE OF DEBENTURES IN DEMATERIALISED FORM

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

2.7 DISCLAIMER OF THE RBI

The Debentures have not been recommended or approved by the RBI nor does RBI guarantee the accuracy or adequacy of this document. It is to be distinctly understood that this document should not, in any way, be deemed or construed that the securities have been recommended for investment by the RBI. It does not take any responsibility either for the financial soundness of the Issuer, or the securities being issued by the Issuer or for the correctness of the statements made or opinions expressed in this document. Potential investors may make investment decision in the securities offered in terms of this Information Memorandum solely on the basis of their own analysis and RBI does not accept any responsibility about servicing/ repayment of such investment.

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 stated in this Information Memorandum 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 reach their own views prior to making any investment decision.

3.1 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.

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

Potential Investors should be aware that receipt of the principal amount, (i.e. the redemption amount) and any other amounts that may be due in respect of the Debentures is subject to the credit risk of the Issuer including whereby the Investors may or may not recover all or part of the invested funds in case of default by 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.

3.3 CREDIT RISK & RATING DOWNGRADE RISK

The Rating Agency will assign credit rating to the Debentures prior to the Issue Open Date. 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 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.

3.8 LEGALITY OF PURCHASE

Potential Investors in the Debentures will be responsible for the lawfulness of the acquisition of the Debentures, whether under the laws of the jurisdiction of their 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.

3.9 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.

3.10 [RETURNS ON DEBENTURES ARE SUBJECT TO MODEL RISK]

The returns on the Debentures are based on the basis of complex mathematical models involving multiple derivative exposures which may or may not be hedged and the actual behaviour of the securities selected for hedging may significantly differ from the returns predicted by the mathematical models.

3.11 RISKS RELATED TO THE BUSINESS OF THE ISSUER

(a) ***Majority of the Issuer's loans are secured and the clients of these loans are of the high risk category and if the Issuer is unable to control the level of non-performing loans ("NPAs") in***

the future, or if the Issuer's loan loss reserves are insufficient to cover future loan losses, the financial condition and results of operations may be materially and adversely affected.

The vehicle loans provided by the Issuer are secured and if the Issuer is unable to control the level of NPAs in the future, or if the loan loss reserves are insufficient to cover future loan losses, the financial condition of the Issuer and results of operations may be materially and adversely affected.

As on March 31, 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).

The Issuer cannot assure that the Issuer will be able to effectively control and reduce the level of the impaired loans in its total loan portfolio. The amount of the Issuer's reported non-performing loans may increase in the future as a result of growth in the total loan portfolio, and also due to factors beyond the Issuer's control, such as over-extended member credit that we are unaware of. Failure to manage NPAs or effect recoveries will result in operations being adversely affected.

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

(b) ***The Issuer's business operates through a large number of rural and semi urban branches and is exposed to operational risks including fraud***

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

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

Issuer's dependence upon automated systems to record and process transactions may further increase the risk that technical system flaws or employee tampering or manipulation of those systems will result in losses that are difficult to detect.

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

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

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

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

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

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

Due to the nature of its operations, the Issuer is exposed to political, regulatory and concentration risks. The Issuer believes a mitigant to this is to expand its geographical reach and may consequently expand its operations other states. If it is not effectively able to manage such operations and expansion, it may lose money invested in such expansion, which could adversely affect its business and results of operations.

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

If the Issuer is not able to attract, motivate, integrate or retain qualified personnel at levels of experience that are necessary to maintain the Issuer's quality and reputation, it will be difficult for the Issuer to manage its business and growth. The Issuer depends on the services of its executive officers and key employees for its continued operations and growth. In particular, the Issuer's senior management has significant experience in the vehicle finance, banking and financial services industries. The loss of any of the Issuer's executive officers, key employees or senior managers could negatively affect its ability to execute its business strategy, including its ability to manage its rapid growth. The Issuer's business is also dependent on its team of personnel who directly manage its relationships with its members. The Issuer's business and profits would suffer adversely if a substantial number of such personnel left the Issuer or became ineffective in servicing its members over a period of time. The Issuer's future success will depend in large part on its ability to identify, attract and retain highly skilled managerial and other personnel. Competition for individuals with such specialized knowledge and experience is intense in this industry, and the Issuer may be unable to attract, motivate, integrate or retain qualified personnel at levels of experience that are necessary to maintain its quality and reputation or to sustain or expand its operations. The loss of the services of such personnel or the inability to identify, attract and retain qualified personnel in the future would make it difficult for the Issuer to manage its business and growth and to meet key objectives.

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

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

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

The Issuer maintains insurance coverage of the type and in the amounts that it believes are commensurate with its operations and other general liability insurances. The Issuer's insurance policies, however, may not provide adequate coverage in certain circumstances and may be subject to certain deductibles, exclusions and limits on coverage.

In addition, there are various types of risks and losses for which the Issuer does not maintain insurance, such as losses due to business interruption and natural disasters, because they are either uninsurable or because insurance is not available to the Issuer on acceptable terms. A successful assertion of one or more large claims against the Issuer that exceeds it's available insurance coverage or results in changes in its insurance policies, including premium increases or the imposition of a larger deductible or co-insurance requirement, could adversely affect the Issuer's business, financial condition and results of operations.

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

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

(i) ***Competition from banks and financial institutions, as well as state-sponsored social programs,***

may adversely affect our profitability and position in the Indian lending industry

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

SECTION 4: FINANCIAL STATEMENTS

The audited financial statements of the Issuer for the year ended 31.03.2019 is provided below:

ESS KAY FINCORP LIMITED

Balance Sheet as at March 31, 2019

(Amount in Rs.)

Particulars	Note No.	As at March 31, 2019	As at March 31, 2018
EQUITY AND LIABILITIES			
Shareholders' funds			
(a) Share capital	3	4,60,32,255	3,50,81,900
(b) Reserves and surplus	4	5,60,88,13,960	2,02,79,16,176
		5,65,18,46,215	2,06,30,98,076
Non-current liabilities			
(a) Long-term borrowings	5	6,02,81,79,330	4,28,16,15,840
(b) Deferred tax liabilities (net)	12	-	-
(c) Other long-term liabilities	6	31,40,46,763	14,30,46,376
(d) Long-term provisions	7	10,24,80,047	5,94,11,321
		6,44,37,06,140	4,48,38,73,537
Current liabilities			
(a) Short-term borrowings	8	96,04,67,286	86,23,07,264
(b) Trade payables	9		
i) total outstanding dues to micro and small enterprises; and		-	-
ii) total outstanding dues of creditors other than micro and small enterprises		29,96,63,327	30,37,59,323
(c) Other current liabilities	10	4,79,03,16,782	4,35,17,22,236
(d) Short-term provisions	7	19,88,97,470	16,52,50,730
		6,93,44,46,867	5,68,30,39,553
TOTAL		18,93,14,98,225	12,21,00,21,166
ASSETS			
Non-current assets			
(a) Fixed assets			
(i) Tangible assets	11	17,03,76,667	12,29,86,722
(ii) Intangible assets	11	59,42,878	27,03,701
(iii) Capital work-in-progress	11	6,29,562	96,86,434
(b) Non-current investments	15 (a)	4,06,06,766	4,86,66,766
(c) Deferred tax assets (net)	12	8,24,23,239	6,23,63,995
(d) Long-term loans and advances	17	9,91,73,86,630	6,59,62,84,238
(e) Other non-current assets	13	16,96,10,375	12,89,31,069
		10,39,28,36,037	7,06,96,22,933
Current assets			
(a) Current investments	16 (b)	11,00,00,000	-
(b) Trade receivables	14	2,65,143	23,84,111
(c) Cash and bank balance	18	2,77,80,98,650	29,37,18,247
(d) Short-term loans and advances	17	5,46,23,85,081	4,63,61,86,943
(e) Other current assets	19	18,98,94,404	20,81,09,931
		8,53,86,62,188	5,14,03,98,233
TOTAL		18,93,14,98,225	12,21,00,21,166
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- 00557376

Shalini Setia
Director
DIN - 02917624

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	2,20,83,57,225
Other income	20	15,59,25,686	6,48,12,101
Total Revenue		3,64,93,46,006	2,27,31,69,326
Expenses:			
Employee benefit expenses	21	70,84,48,411	50,02,84,879
Finance costs	22	1,38,49,21,714	89,45,06,407
Depreciation and amortisation expenses	23	3,21,24,975	2,33,02,428
Provisions and write offs	24	28,18,00,049	21,69,79,313
Other expenses	25	47,74,40,526	30,01,01,175
Total expenses		2,88,44,35,675	1,94,40,64,289
Profit before tax		76,49,10,333	32,91,46,097
Tax Expenses			
a. Current tax		25,48,07,427	14,19,86,102
b. Deferred tax	12	(2,98,48,586)	(1,90,91,948)
c. Taxes for earlier year		78,48,812	(1,31,51,530)
Total tax expense		23,28,08,389	10,97,22,724
Profit for the year		52,20,01,974	21,94,22,313
Basic earnings per equity share (Face value Rs. 2 each)	30	28.32	15.06
Diluted earnings per equity share (Face value Rs. 2 each)	30	28.32	15.06
Significant accounting policies and notes to the financial statements	2-44		

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

As per our report of even date attached

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

Manoj Kumar Vijai
Partner
M. No. : 046882

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

Rajendra Kumar Setia
Managing Director
DIN- 00067394

Sahil Setia
Director
DIN - 02217824

Atul Arora
Chief Financial Officer

Anagha Bangur
Company Secretary

Place : Jaipur
Date : May 03, 2019

Place : Jaipur
Date : May 03, 2019

ESS KAY FINCORP LIMITED

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	75,40,10,333	32,92,45,037
Adjustment for		
Interest expenses	1,30,90,28,308	84,78,65,330
Interest income	(2,88,46,20,337)	(1,85,80,58,335)
Depreciation and amortization expenses	3,21,24,975	2,33,82,425
Provisions and write offs	29,18,00,049	21,68,78,313
Loss on sale of fixed assets	84,827	41,110
Provision for employee benefits	2,30,80,734	1,82,79,018
Gain on sale of investments	(4,18,862)	(7,96,989)
Operating cash flow before working capital changes	(48,34,91,863)	(22,32,21,873)
Adjustment for working capital changes		
(Increase) / decrease in trade receivables	21,16,988	1,85,48,400
(Increase) / decrease in short-term loans and advances	(2,02,98,67,384)	(2,12,16,13,038)
(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)	1,47,45,481
(Increase) / decrease in other current assets	(1,17,22,837)	30,08,48,284
Increase / (decrease) in other current liabilities	(27,41,29,572)	22,38,62,498
Increase / (decrease) in other long-term liabilities	17,00,98,387	8,16,57,019
Increase / (decrease) in other short-term provisions	79,71,198	(1,199)
Increase / (decrease) in other long-term provisions	(20,00,583)	(16,14,853)
Increase/ (decrease) in bank deposits (having original maturity more than three months)	(1,83,14,92,970)	(4,84,88,308)
Interest paid	(1,57,36,34,781)	(81,99,73,800)
Interest received	2,88,45,98,501	1,81,22,54,473
Cash generated from operations	(5,86,11,52,028)	(4,06,82,86,014)
Direct taxes paid (net of refunds)	(28,65,12,689)	(11,58,67,540)
Net cash flow generated from / (used in) operating activities (A)	(6,14,76,64,714)	(4,18,41,82,853)
B Cash flow from investing activities		
Purchase of investments	(50,00,00,000)	-
Sale of investments	38,04,18,862	11,91,78,946
Purchase of fixed assets	(7,61,84,344)	(5,54,67,435)
Sale of fixed assets	13,92,592	4,70,000
Net cash flow generated from / (used in) investing activities (B)	(19,33,73,180)	6,41,81,511
C Cash flow from financing activities		
Proceeds from issue of share capital	1,08,40,398	80,21,000
Proceeds from share premium	2,95,56,96,812	97,27,62,840
Amount received from issuance of non-convertible debentures	6,09,00,00,000	1,85,00,00,000
Repayment of non-convertible debentures	(1,41,54,61,382)	(76,21,96,989)
Amount received from long-term borrowings	1,05,07,00,000	5,65,46,70,045
Repayment of long-term borrowings	(1,41,89,38,572)	(3,70,48,96,750)
Short-term borrowings (net)	(20,18,30,978)	39,25,90,225
Dividend tax paid	-	(251)
Net cash flow generated from / (used in) financing activities (C)	6,99,10,95,367	3,81,89,48,148
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	64,46,85,195	1,28,79,296
Fixed deposits (having original maturity less than 3 months)	79,07,887	30,22,401
Cash on hand	9,02,68,301	7,60,91,249
Total	74,27,61,383	9,18,92,946

As per our report of even date attached

For S 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- 00087274

Shalini Setia
Director
DIN - 02917824

Atul Arora
Chief Financial Officer

Anagha Bangur
Company Secretary

Place : Jaipur
Date : May 03, 2019

SECTION 5: REGULATORY DISCLOSURES

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

5.1 Documents Submitted to the Exchanges

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

(i) Memorandum and Articles of Association of the Issuer and necessary resolution(s) for the allotment of the Debentures;
(ii) Copy of last 3 (Three) years audited Annual Reports;
(iii) Statement containing particulars of, dates of, and parties to all material contracts and agreements;
(iv) Copy of the Executive Committee Resolution dated May 29, 2019 authorizing the borrowing and list of authorized signatories read with the board resolution dated June 28, 2018;
(v) Certified true copy of the resolution passed by the Company at the Executive Committee meeting on May 29, 2019 read with the board resolution dated June 28, 2018 authorising the Company to borrow, upon such terms as the Board may think fit, upto an aggregate limit of INR 40,00,00,000(Indian Rupees Forty Crore);
(vi) Certified true copy of the shareholders' resolution passed by the Company at the Annual General Meeting held on June 19, 2018 authorizing the Company to issue non-convertible debentures on private placement basis for the current year to borrow, upon such terms as the Board may think fit, upto an aggregate limit of INR 100,00,00,000 (Indian Rupees One Thousand Crore);
(vii) An undertaking from the Issuer stating that the necessary documents for the creation of the charge, where applicable, including the DTD 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 five working days of execution of the same;
(viii) 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
(ix) 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:

(i) Memorandum and Articles of Association of the Issuer and necessary resolution(s) for the allotment of the Debentures;
(ii) Copy of last 3 (Three) years audited Annual Reports;
(iii) Statement containing particulars of, dates of, and parties to all material contracts and agreements;
(iv) 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 and Provisional financials, if any;

(v) An undertaking to the effect that the Issuer would, until the redemption of the debt securities, submit the details mentioned in point (iv) above to the Debenture Trustee within the timelines as mentioned in the Simplified Listing Agreement issued by SEBI vide circular No. SEBI/IMD/BOND/1/2009/11/05 dated May 11, 2009 read with the Uniform Listing Agreement as prescribed in SEBI's circular no. CFD/CMD/6/2015 dated October 13, 2015, each as amended from time to time, for furnishing / publishing its half yearly/ annual results. Further, the Issuer shall within 180 (One Hundred and Eighty) 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' (QIBs) and other existing debenture-holders within 2 (Two) working days of their specific request.

5.3 Name and Address of Registered Office of the Issuer

Registered Office of Issuer:	ESS KAY FINCORP LIMITED G1&2, New Market, Khasa Koti Circle, Jaipur, Rajasthan - 302006
Corporate Office of Issuer:	ESS KAY FINCORP LIMITED G1&2, Adarsh Plaza, Khasa Kothi Circle, Jaipur, Rajasthan - 302006
Compliance Officer of Issuer:	Ms. Anagha Bangur, Company Secretary G1&2, Adarsh Plaza, Khasa Kothi Circle, Jaipur, Rajasthan - 302006
CFO of Issuer:	Mr. Atul Arora, Phone No: 0141-4734016 G1&2, Adarsh Plaza, Khasa Kothi Circle, Jaipur, Rajasthan - 302006
CIN of the Issuer:	U65923RJ1994PLC009051
Contact Person for the Issuer:	Mr. Vivek Singh G1&2, Adarsh Plaza, Khasa Kothi Circle, Jaipur, Rajasthan - 302006
Auditors of the Issuer:	B S R & Co. LLP 5th Floor ,Lodha Excelus Apollo Mills Compound N.M Joshi Marg Mahalaxmi Mumbai-4000 11
Registrar to the Issue:	Karvy Fintech Private Limited 46,Avenue, 4th Street,No.1, Banjara Hills, Hyderabad-500034

Credit Rating Agency: CRISIL Limited
House Central Avenue Hiranandani Business Park Powai
Mumbai -400076.

Trustee to the Issue: Beacon Trusteeship Limited
4C& D, Siddhivinayak Chambers,
Santacruz (E), Mumbai- 400 055
Tel: I91 22 26558759
Email: contact@beacontrutee.co.in

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

(a) Overview

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

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

MAIN OBJECTS AND BUSINESS OF THE ISSUER

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.

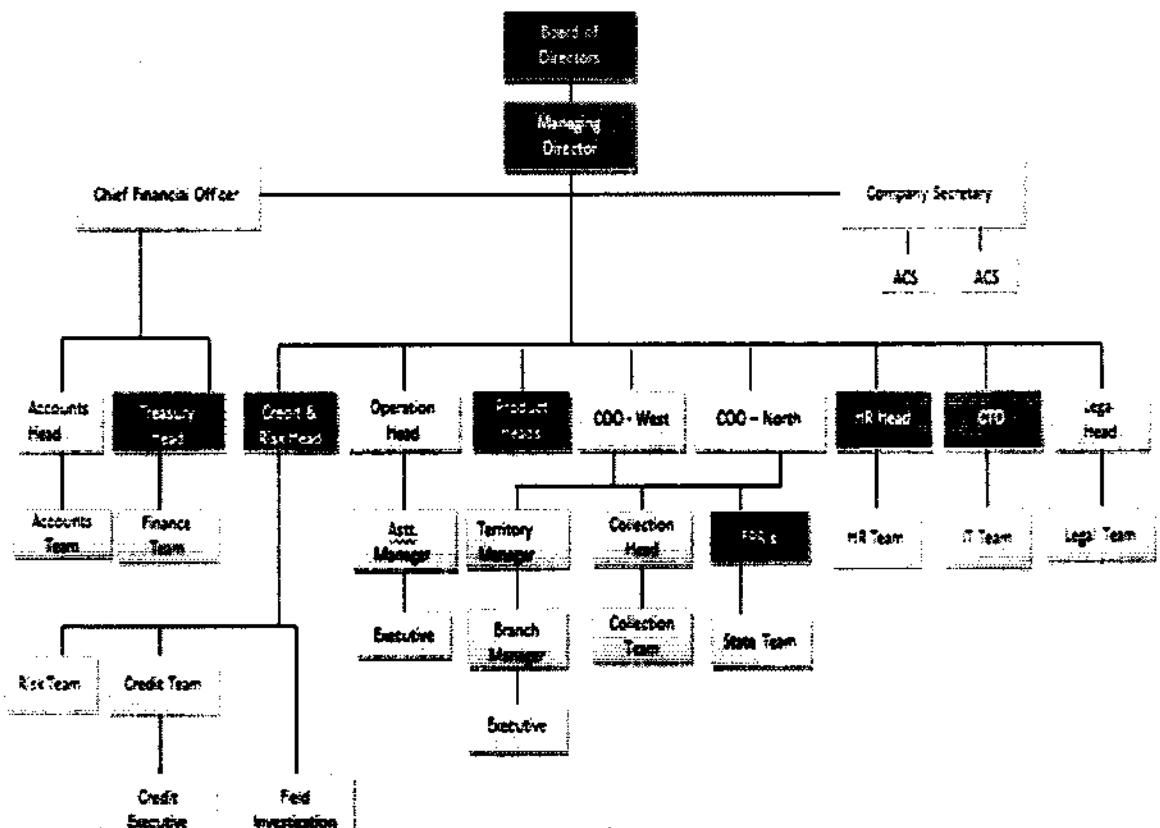
ii. Business Segments

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

(b) CORPORATE STRUCTURE



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

Parameters	Audited	Audited	Audited	Audited	Audited
	31-Mar-15	31-Mar-16	31-Mar-17	31-Mar-18	31-Mar-19
	(in Lakhs)	(in Lakhs)	(in Lakhs)	(in Lakhs)	(in Lakhs)
Net Worth	6,196	7,397	8,627	20,630	55,518
Total Debt	29,689	42,136	61462	89763	129917
- Non-current maturities of long term Borrowings	14,921	22,615	30198	42815	80262
- short term borrowings	1,650	7,331	4597	8523	6505
- Current maturities of long term Borrowings	13,118	12,191	26667	38425	43150
Net Fixed Assets	341	498	1016	1230	1704
Non-Current Assets	17,766	26,390	38367	69175	102226
Cash and Cash equivalents	2,476	2,637	5543	2937	27761
Current investments	-	-	-	-	1100
Current Assets	20,884	27,128	37714	51696	66525
Current liabilities	17,308	22,257	37811	56944	59369
Assets Under Management	38,781	52,562	82449	128198	200184
Off balance sheet assets	7,639	8,310	24931	27155	47216
Interest Income	7,284	9,403	12056	16931	28901
Interest Expense	4,073	4,749	6570	8479	13096
Provisioning for loan portfolio	148	436	674	1206	2059
PAT	905	1,201	1230	2195	5223
Gross NPA (%)	1.42%	1.85%	4.22%	3.37%	3.83%
Net NPA (%)	0.91%	1.42%	3.41%	2.57%	2.87%
Recognition of NPA	180 days	150 days	120 days	90 days	90 days
Tier I Capital Adequacy Ratio (%)	17.06%	14.60%	11.56%	16.72%	31.17%
Tier II Capital Adequacy Ratio (%)	2.64%	5.52%	6.20%	3.52%	1.85%

(c) **[Gross Debt : Equity Ratio of the Company][9]**

Before the issue of debt securities	2.34
After the issue of debt securities	2.48

Calculations

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

Debt	1299.16
Equity	555.18
Debt/Equity	2.34

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

Debt	1374.17
Equity	555.18
Debt/Equity	2.48

(d) **Project cost and means of financing, in case of funding new projects:** Not Applicable in case of the Issuer as it is an NBFC engaged in the business of onward lending.

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., 31.03.2019**

Share Capital	**Rs.**
Authorised	
Equity share capital	5,75,00,000
Preference share capital	Nil
TOTAL	**5,75,00,000**
Issued, Subscribed and Fully Paid- up	
Equity share capital	46032258
Preference Shares	Nil
TOTAL	**46032258**

(b) **Changes in its capital structure as on last quarter end i.e., 31.03.2019 for the last five years:**

Changes in its capital structure as on last quarter end i.e. March 31, 2019: (since Dec 31, 2010 to March, 2019)	**Change in Authorised Share Capital (Equity and Preference) (Rs.)**		**Particulars**
Date of Change (AGM/ EGM)	**Existing**	**Revised**	**Change in capital (Rs.)**

31.12.2010	12,500,000	25,000,000	+12,500,000
31.12.2011	25,000,000	25,000,000	-
31.12.2012	25,000,000	45,000,000(E.S.) 12,500,000(P.S)	+20,000,000 +12,500,000
31.12.2013	45,000,000(E.S.) 12,500,000(P.S)	45,000,000(E.S.) 12,500,000(P.S)	-
31.12.2014	45,000,000(E.S.) 12,500,000(P.S)	45,000,000(E.S.) 12,500,000(P.S)	-
31.12.2015	45,000,000(E.S.) 12,500,000(P.S)	45,000,000(E.S.) 12,500,000(P.S)	-
31.03.2017	45,000,000(E.S.) 12,500,000(P.S)	45,000,000(E.S.) 12,500,000(P.S)	-
5.12.2017	45,000,000(E.S.) 12,500,000(P.S)	5,75,00,000(E.S.)	-
11.09.2018	5,75,00,000(E.S.)	5,75,00,000(E.S.)	Each ES of Rs. 100 was splitted into 50 ES of Rs. 02 each.

(c) **Equity Share Capital History of the Company as on last quarter end i.e. 31.03.2019 for the last five years:**

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

	Kumar Setia						0			
05.03.2012	BanyanTree Growth Capital LLC	**60**	**100**	**1500**	**90,000**	**Equity**	**182,470**	**18,247,000**		
31.03.2012	Shalini Setia	2368	100	2000	1,184,000	Equity	199,518	19,951,800		
	Arjun Das Setia	1200	100	2000	600,000	Equity				Shares transferred on 16.08.2014
	Rajendra Kumar Setia	13480	100	2000	6,740,000	Equity				
	Total	**17,048**	**100**	**2000**	**34,096,000**	**Equity**				
26.03.2014	Rajendra Kumar Setia	190	100	2632	500,080	Equity	202,415	20,241,500		
	Ladder Up Corporate Advisory Private Limited	2707	100	2632	7,124,824	Equity				
	Total	**2,897**	**100**	**2632**	**7,624,904**	**Equity**				
	BanyanTree Growth Capital LLC	119,940	100	100	179,910,000	Preference	**119,940**	**11,994,000**		
31.03.2014							322,355	32,235,500		
31.03.2015							322,355	32,235,500		
31.03.2016							322,355	32,235,500		
12.11.2016	Yash Setia	13	100	NA	NA	Equity	322,355	32,235,500		Share received on 12.11.2016
	Shalini Setia	13	100	NA	Na	Equity				Share received on 12.11.2016
	Atul Arora	13	100	3790.68	49278.84	Equity				Share purchased from existing shareholder on 12.11.2016
27.03.2017	Banyan Tree Growth Capital LLC	68294	100	175.623	NA	Equity	270709	27070900		68294 Equity share issued in lieu of Compulsory Convertible preference shares
	Total	**68333**	**-**	**3790.68**	**49278.84**	**Equity**				
30.12.2017	Norwest Venture Partners X – Mauritius	44,468	100	12,467.26	55,43,94,117.68	Equity	350919	35091900	991977924.6	Fresh Allotment
	Baring Private Equity India AIF	15,963	100	12,467.26	19,90,14,871.38	Equity				Fresh Allotment
	Karma Holdings	4,817	100	12,467.26	6,00,54,791.42	Equity				Fresh Allotment

	Mauritius Limited									
	Evolvence India Fund II LTD	14,962	100	12,467.26	18,65,35,144.12	Equity				Fresh Allotment
30.12.2017	Norwest Venture Partners X – Mauritius	41,356	100	12,467.26	51,55,96,004.56	Equity	350919	35091900	991977924.6	Transfers from Banyan Tree Growth Capital, Rajendra Kumar Setia & Ladder Up Finance Limited
	Baring Private Equity India AIF	14,845	100	12,467.26	18,50,76,474.70	Equity				Transfers from Banyan Tree Growth Capital, Rajendra Kumar Setia & Ladder Up Finance Limited
	Karma Holdings Mauritius Limited	4,480	100	12,467.26	5,58,53,324.80	Equity				Transfers from Banyan Tree Growth Capital, Rajendra Kumar Setia & Ladder Up Finance Limited
	Evolvence India Fund II LTD	13,914	100	12,467.26	17,34,69,455.64	Equity				Transfers from Banyan Tree Growth Capital, Rajendra Kumar Setia & Ladder Up Finance Limited
23.02.2018	Evolvence Coinvest I	28,876	100	12,467.26	36,00,04,599.76	Equity	350919	35091900	991977924.6	Transfers
26.02.2018	Rajendra Kumar Setia HUF	1,250	100	20,000.00	2,50,00,000.00	Equity	350919	35091900	991977924.6	Transfers
11.09.2018	Splited into 50 Equity Shares having FV 02 Per Share	NA	02	NA	NA	Equity	17545950	35091900	NA	Split
13.10.2018	Rajendra Kumar Setia	754650	02	NA	NA	Equity	18300600	36601200	NA	Conversion of Warrants
31.10.2018	TPG Growth IV SF Pte	167703	02	596.29	99999621.87	Equity	18468303	36936606	NA	Purchase from RKS

	Limited									
31.10.2018	TPG Growth IV SF Pte Limited	2904835	02	596.29	1732124062.15	Equity	18756447	37512894		Fresh Allotment
31.10.2018	Evolvence Coinvest I	455847	02	596.29	271817007.63	Equity	21661282	43322564	2802391729.41	Fresh Allotment
31.10.2018	Norwest Venture Partners X – Mauritius	1354847	02	596.29	807881717.63	Equity	23016129	46032258		Fresh Allotment

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

(e) **Details of any Reorganization or Reconstruction in the last 1 (one) year: Nil**

5.6 Details of the shareholding of the Company as on the latest quarter end

(a) **Shareholding pattern of the Company as on last quarter end, i.e. 31.03.2019**

Investor	Face Value	No. of shares	% of the paid-up share capital on a fully diluted basis	Number of shares held in Demat Form
Rajendra Kumar Setia	100	96,01,097	41.71%	96,01,097
Shalini Setia	100	7,27,100	0.27%	7,27,100
Yash Setia	100	650	0.00%	650
Bhajan Devi Setia	100	650	0.00%	650
Rajendra Kumar Setia HUF	100	62,500	0.36%	62,500
Norwest Venture Partners X-Mauritius	100	56,46,047	24.53%	56,46,047
Baring Private Equity India AIF	100	15,40,400	6.69%	15,40,400
Karma Holdings Mauritius Limited	100	4,64,850	2.02%	4,64,850
Evolvence Coinvest I	100	18,99,647	8.25%	18,99,647
Atul Arora	100	650	0.00%	650
TPG Capital		30,72,538	13.35%	30,72,538
TOTAL		**2,30,16,129**	**100%**	**2,30,16,129**

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

(b) **List of top 10 holders of equity shares of the Company as on the latest quarter end, i.e. 31.03.2019:**

[illegible]	[illegible]	[illegible]	[illegible]	Total percentage (% of Shareholding	[illegible]
1	Rajendra Kumar Setia	2	96,01,097	41.71%	96,01,097
2	Norwest Venture Partners X-Mauritius	2	56,46,047	24.53%	56,46,047
3	TPG Growth IV SF Pte Limited	2	30,72,538	13.35%	30,72,538
4	Evolvence Coinvest I	2	18,99,647	8.25%	18,99,647
5	Baring Private Equity India AIF	2	15,40,400	6.69%	15,40,400
6	Shalini Setia	2	7,27,100	3.16%	7,27,100
7	Karma Holdings Mauritius Limited	2	4,64,850	2.02%	4,64,850
8	Rajendra Kumar Setia HUF	2	62,500	0.27%	62,500
9	Yash Setia	2	650	0.00%	650
10	Bhajan Devi Setia	2	650	0.00%	650
11	Atul Arora	2	650	0.00%	650
		Total	**2,30,16,129**	100	**2,30,16,129**

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	DOB	AGE	PAN	Director of the company since	DIN	ADDRESS	DETAILS OF OTHER DIRECTORSHIPS
1.	Rajendra Kumar Setia	01.07.1969	49 Y	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,	1. Devenio Optimus Advisors Private Limited 2. Ativir Stock Broking Private Limited 3. Corpbank Securities Limited

							Karnataka.	
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. ManappuramHome Finance Limited 3. Starkarma Realty Holdings India Private Director Limited 4. Proactive Data Systems Private Limited 5. RMZ Infotech Private Limited 6. RMZ Ecoworld InfrastructurePrivate Limited 7. Infrasoft Technologies Limited 8. RMZ Consultancy Services Private Limited 9. Infrasoft Technologies Pte. Ltd., Singapore 10. Infrasoft Technologies Sdn. Bhd., Malaysia1 11. Infrasoft

								Technologies Inc., USA 12.Infrasoft Technologies Limited,UK 13. Inditrade Capital Limited 14. JRG Fincorp Limited
5.	Anand Raghvan	04.06.1961	58 Years	AACPA1877D	07.04.2018	00243485	22/1, Warren Road, Mylapore, Chennai 600004	1. MMTC Limited 2. Sterling Holiday Resorts Limited 3. Five-Star Business Finance Limited 4. Five-Star Housing Finance Private Limited 5. Chennai International Centre 6. Nani Palkhivala Arbitration Centre
6.	Gaurav Trehan	23.11.1975	44 Years	AEWPT1544A	31.10.2018	03467781	Flat No. 101 A,10th Floor, Embassy Apartment, 46 Nepean Sea Road	1. Shriram Life Insurance Company Limited 2. Five-Star Business Finance Limited 3. Shriram General Insurance Company Limited 4. Manipal Health Enterprises Private Limited 5. Jana Capital Limited

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

(b) Details of change in directors since last three years:

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		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		Appointment

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

Details of change in auditors since last three years:

Name	**Address**	**Date of appointment**	**Auditor since**	**Remark**
Gopal Ghiya and Associates	B-49 GautamMarg Hanuman Nagar Jaipur-302021	24.11.1994	Since incorporation i.e. 24.11.1994 to 30.09.2014	NIL
SS Kothari Mehta	146-148 Tribhuvan Complex, Ishwar Nagar, Mathura road, New Delhi 110017	30.09.2014	30.09.2014 to 1.09.2018	NIL
M/s B S R & Co. LLP	5th Floor, Lodha Excelus Apollo Mills Compound N.M. Joshi Marg,	11.09.2018	11.09.2018 to 01.09.2023	NIL

	Mahalaxmi, Mumbai, Maharashtra-400011			

5.9 Details of borrowings of the Company, as on latest quarter end 31.03.2019

(a) Details of Secured Loan Facilities (as on March 31, 2019):

Lender's Name	Type of Facility	Cumulative Amount Sanctioned (Rs. Crore)	Principal Amount Outstanding as on March 31 2019 (Rs.Crore.)	Repayment Date/Schedule	Security	
					Primary Security (book debt hypothecation)	Percentage of Cash Collateral
RBL Bank Limited	Term Loan	15.00	5.50	30 months	133%	NA
RBL Bank Limited	Term Loan	22.90	15.43	36 months	133%	NA
RBL Bank Limited	Term Loan	40.00	32.00	36 months	133%	NA
HDFC Bank Limited	Term Loan	10.00	2.79	36 months	133%	NA
HDFC Bank Limited	Term Loan	10.00	7.27	36 months	133%	NA
HDFC Bank Limited	Term Loan	15.00	13.45	48 Months	133%	NA
HDFC Bank Limited	Term Loan	25.00	25.00	36 months	133%	NA
The South Indian Bank Limited	Term Loan	5.00	1.33	48 months	125%	NA
The South Indian Bank Limited	Term Loan	12.00	5.25	48 months	125%	NA
Karnataka Bank Limited	Term Loan	5.00	1.64	42 months	133%	NA
Tamilnad Mercantile Bank Limited	Term Loan	10.00	0.28	42 months	133%	NA
Oriental Bank of Commerce	Term Loan	10.00	4.16	36 months	120%	NA
Dcb Bank Limited	Term Loan	10.00	1.32	36 months	133%	NA
Dcb Bank Limited	Term Loan	13.00	6.88	36 months	133%	NA
Yes Bank Limited	Term Loan	45.00	11.77	18 months	133%	NA
Andhra Bank	Term	15.00	6.25	36 months	133%	NA

	Loan					
Axis Bank	Term Loan	25.00	10.53	42 months	120%	NA
Vijaya Bank	Term Loan	5.00	3.42	60 months	125%	NA
Au Small Finance Bank	Term Loan	55.00	22.56	39 months	110%	NA
Au Small Finance Bank -II	Term Loan	25.00	19.64	42 months	110%	NA
Indusind Bank Limited	Term Loan	25.00	14.83	36 months	133%	NA
Indusind Bank Limited	Term Loan	15.00	13.97	48 Months	120%	NA
Utkarsh Small Finance Bank	Term Loan	20.00	13.33	36 months	110%	NA
Ujjivan Small Finance Bank Ltd	Term Loan	20.00	17.50	24 months	120%	NA
Small Industries Development Bank of India II	Term Loan	15.00	9.50	66 months	133%	NA
Hinduja Leyland Finance Limited	Term Loan	10.00	1.61	36 months	110%	NA
Hinduja Leyland Finance Limited	Term Loan	17.00	7.00	36 months	110%	NA
Hinduja Leyland Finance Limited	Term Loan	7.00	3.40	36 months	110%	NA
Hinduja Leyland Finance Limited	Term Loan	7.50	4.47	36 months	110%	NA
Hinduja Leyland Finance Limited	Term Loan	20.00	14.03	36 months	120%	NA

Tata Capital Finance Service Limited	Term Loan	15.00	6.37	36 months	120%	NA
Mahindra & Mahindra Finance Services Limited	Term Loan	30.00	4.34	12 months	110%	NA
Mahindra & Mahindra Finance Services Limited-II	Term Loan	50.00	6.50	12 months	110%	NA
Bajaj Finance Limited	Term Loan	20.00	12.31	42 months	120%	NA
Bajaj Finance Limited-II	Term Loan	25.00	24.31	36 months	120%	NA
Nabkisan Finance Limited	Term Loan	15.00	11.24	51 months	110%	NA
Nabkisan Finance Limited	Term Loan	7.75	7.75	63 months	110%	NA
Manappuram Finance Limited	Term Loan	25.00	16.07	42 months	110%	NA
Manappuram Finance Limited-II	Term Loan	50.00	50.00	36 months	110%	NA
CLIX Capital India Unlimited	Term Loan	30.00	17.85	36 months	133%	NA
Fedbank Financial Service Limited	Term Loan	15.00	4.86	12 months	110%	NA
Magma Fincorp Limited	Term Loan	10.00	6.47	36 months	100%	NA
Tata Capital Finance Service Limited	Term Loan	5.00	3.75	36 months	120%	NA
Fedbank Financial Service Limited	Term Loan	5.00	4.04	48 months	110%	NA

Fedbank Financial Service Limited	Term Loan	5.00	2.78	12 months	110%	NA
Volkswagen Finance Pvt Ltd.(T.L)	Term Loan	20.00	17.58	36 months	110%	NA
Vivriti Capital Private Limited	Term Loan	10.00	10.00	42 months	110%	NA
Bank of Maharashtra	Cash Credit	4.50	3.51	NA	133%	NA
Bank of Maharashtra-WCDL	WCDL	10.50	10.50	NA		NA
State Bank of India	Cash Credit	6.00	5.87	NA	133%	NA
State Bank of India - WCDL	WCDL	39.00	39.00	NA	133%	NA
RBL Bank Limited	Cash Credit	5.00	0.00	NA	133%	NA
HDFC Bank Limited	Cash Credit	10.00	0.00	NA	133%	NA
Au Small Finance Bank	Cash Credit	49.00	0.00	NA	110%	NA
Axis Bank	Cash Credit	5.00	0.02	NA	120%	NA
Aavas Financiers Limited	RCF	25.00	0.00	NA	120%	NA
Tata Capital Finance Service Limited	RCF	10.00	0.00	NA	120%	NA
Total			**561.26**			

(b) **Details of Unsecured Loan Facilities (as on 31.03.2019):**

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

Reliance Mutual Fund	NCD	25.00	25.00	42 Months

(c) **Details of Non-Convertible Debentures: (as on 31.03.2019):**

Debenture Series	Tenor/Period of Maturity	Coupon (Rate of Interest)	Amount (Rs in Lakhs)	Date of allotment	Redemption Date/ Schedule	Credit Rating	Secured / Unsecured	Security
2751-3230	5 years	14.75%	4800.00	28/05/2014	533.33 Lacs each at 30.05.2015, 30.11.2015, 30.05.2016, 30.11.2016, 30.05.2017, 30.11.2017, 30.05.2018, 30.11.2018, 30.05.2019	CARE BBB	Secured	120% of the aggregate of the outstanding principal amount of the Debentures or 100% of the aggregate of the outstanding principal amount of the Debentures and the value of all future interest payments on those outstanding Debentures, whichever is greater.
3231-192185	3.37 years	12.05% P.A	944.775	21/12/2015	05/02/2019 05/05/2019	CARE BBB	Secured	Secured by way of hypothecation of book debt which shall be maintained at 110% of debenture outstanding.
192186-192385	6 Years	13.00%	2000.00	29/09/2016	29/09/2022	CARE BBB-	Unsecured	NIL
192586-194085	1.5 Years	11.50%	15.00	20-Mar-17	20-Sep-18 Quarterly instalments after a period of 9 months	CARE BBB	Secured	Nil
195586-195835	42 months	Market Linked	250000000	12/07/17	12/01/21	[CARE] BBB+	Unsecured	NIL
195836-197335	15 months	11.00%	150000000	16/08/18	16/02/18 16/05/18 16/08/18 16/11/18	[CARE] BBB+	Secured	And first exclusive charge with 1.33 times (133%) security cover over the book debts of the company.
197336-204835	36 Months	Market Linked	150000000	18/08/17	18/08/2020	[CARE] BBB+	Secured	Exclusive charge via a deed of hypothecation over specific standard asset portfolio of receivables covering security of 1.1X at all times & Pari passu charge over the immovable property of the Company.
204836-205035	24 Months	10.85% Monthly	20,00,00,000	27 December 2017	31.01.2018 28.02.2018	IND A (SO)	Secured	Exclusive charge via a deed of

					30.03.2018 30.04.2018 31.05.2018 29.06.2018 31.07.2018 31.08.2018 28.09.2018 31.10.2018 30.11.2018 31.12.2018 31.01.2019 28.02.2019 29.03.2019 30.04.2019 31.05.2019 28.06.2019 31.07.2019 30.08.2019 30.09.2019 31.10.2019 29.11.2019 27.12.2019			hypothecation over specific standard asset portfolio of receivables covering security of 1.2X at all times & Pari passu charge over the immovable property of the Company.
205036-205335	24 Months	10.85% Monthly	30,00,00,000	28 Dec2017	31.01.2018 28.02.2018 30.03.2018 30.04.2018 31.05.2018 29.06.2018 31.07.2018 31.08.2018 28.09.2018 31.10.2018 30.11.2018 31.12.2018 31.01.2019 28.02.2019 29.03.2019 30.04.2019 31.05.2019 28.06.2019 31.07.2019 30.08.2019 30.09.2019 31.10.2019 29.11.2019 27.12.2019	IND A (SO)	Secured	Exclusive charge via a deed of hypothecation over specific standard asset portfolio of receivables covering security of 1.2X at all times & Pari passu charge over the immovable property of the Company.
205336-205685	24 Months	10.60%	350000000	18th January, 2018	16.02.2018 16.03.2018 18.04.2018 18.05.2018 18.06.2018 18.07.2018 17.08.2018 18.09.2018 18.10.2018 16.11.2018 18.12.2018 18.01.2019 18.02.2019 18.03.2019 18.04.2019 17.05.2019 18.06.2019	IND A(SO)	Secured	Exclusive charge via a deed of hypothecation over specific standard asset portfolio of receivables covering security of 1.2X at all times & Pari passu charge over the immovable property of the Company.

					18.07.2019 16.08.2019 18.09.2019 18.10.2019 18.11.2019 18.12.2019 17.01.2020			
205686-205935	22 Months	10.60%	25,00,00,000	27th February, 2018	30.03.2018 30.04.2018 31.05.2018 29.06.2018 31.07.2018 31.08.2018 28.09.2018 31.10.2018 30.11.2018 31.12.2018 31.01.2019 28.02.2019 29.03.2019 30.04.2019 31.05.2019 28.06.2019 31.07.2019 30.08.2019 30.09.2019 31.10.2019 29.11.2019 27.12.2019	IND A(SO)	Secured	Exclusive charge via a deed of hypothecation over specific standard asset portfolio of receivables covering security of 1.2X at all times & Pari passu charge over the immovable property of the Company.
205936-207935	18 Month	9.75%	20,00,00,000	12th March, 2018	12.09.201812.10. 201812.11.2018 12.12.201812.01. 2019 12.02.2019 12.03.2019 12.04.2019 12.05.2019 12.06.2019 12.07.2019 12.08.2019 12.09.2019	[CARE] BBB+	Secured	Exclusive charge via a deed of hypothecation over specific standard asset portfolio of receivables covering security of 1.2X at all times & Pari passu charge over the immovable property of the Company.
207936-210435	1277 Days	Linked to Reference Index	25,00,00,000	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
210436-211935	36 Months	11.23% p.a	75,00,00,000	24th May 2018	26.11.2018 24.05.2019 25.11.2019 25.05.2020 24.11.2020 24.05.2021	CARE BBB-	Secured	The Debenture shall be first ranking exclusive charge on Hypothecated Assets of Receivables which shall be maintained at 1.20x times of

								debentures outstanding.
211936-212435	36 Months	10.9007% p.a	50,00,00,000	14th June 2018	31.05.2019 29.05.2020 11.06.2021	BWR A	Secured	First ranking, exclusive and continuing charge on identified receivables covering security of105.0% the aggregate amount of principal outstanding of the NCDs
212436-213185	15 months	10.85% XIRR	75,00,00,000	29th June 2018	28-09-2018 28-12-2018 29-03-2019 28-06-2019 27-09-2019	BWR A	Secured	Exclusive charge via a deed of hypothecation over specific standard asset portfolio of receivables covering security of 105% aggregate amount of principal outstanding at all times & Pari passu charge over the immovable property of the Company.
213186-213935	36 months	10.9007% monthly coupon, compounded monthly and payable annually	75,00,00,000	27th July 2018	31 May 2019 29 May 2020 11 June 2021	Brickwork Ratings (A Stable)	Secured	First ranking, exclusive and continuing charge on identified receivables covering security of105.0% the aggregate amount of principal outstanding of the NCDs
213936-214185	24 Months	11.14% p.a	25,00,00,000	31st August 2018	01 March 2019 02 September 2019 02 March 2020 31 August 2020	CARE A-	Secured	first ranking exclusive charge by way of hypothecation in favour of the Debenture Trustee on behalf of and for the benefit of the Debenture Holders over the Hypothecated Assets
214436 - 215185	24 Months	11.14% p.a	75,00,00,000	26th Sept 2018	22 March 2019 22 September 2019 22 March 2020 22 August 2020 22 September 2020			first ranking exclusive charge by way of hypothecation in favour of the Debenture Trustee on behalf of and for the benefit of the Debenture Holders over the Hypothecated Assets
215186-215935	36 months	10.9007% monthly coupon,	75,00,00,000	28th September 2018	31 May 2019 29 May 2020 11 June 2021	Brickwork Ratings (A	Secured	First ranking, exclusive and continuing charge

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		compounded monthly and payable annually				Stable)		on identified receivables covering security of105.0% the aggregate
215936-5215935	63 Months	11.1610% coupon (equivalent to 11.75% XIRR)	50,00,00,000	21st December 2018	5th March 2024	CARE A-	Secured	Secured by way of hypothecation of book debts which shall be maintained at 100% of debentures outstanding.

(d) **Details of Other Secured Loans as of March 31, 2019**

Lender's Name	Type of Facility	Cumulative Amount Sanctioned (Rs. In Lacs	Principal Amount Outstanding as on March 31, 2019 (Rs. Mn.)	Repayment Date/Schedule	Security	
					Primary Security (book debt hypothecation)	Percentage of Cash Collateral
N/A	N/A	N/A	N/A	N/A	N/A	N/A

(e) List of Top 10 Debenture Holder(s)(as on 31.03.2019) :

No.	[illegible]	Amount (Rs. In Crores)
1	Franklin Tempelton	200
2	Reliance Mutual Fund-II	150
3	Franklin Tempelton	75
4	L&T Mutual Fund-II	75
5	Karvy Capital	50
6	Nederlandse Financierings – Maatschappi Voor Financial Institutions (FMO)	48
7	Axis Mutual Fund	35
8	Principal Mutual Fund	30
9	Northern Arc Capital L &Unifi Aif	25
10	Northern Arc Capital (Ifmr Fimpact Income Bu)	25

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

(f) **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): Nil**

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

Lender's Name	Type of	Amount	Principal	Repayment

	Facility	Sanctioned	Amount Outstanding	Date/Schedule
N/A	N/A	N/A	N/A	N/A

(h) **Details of rest of the borrowing (if any including hybrid debt like FCCB, Optionally Convertible Debentures / Preference Shares) as on 31.03.2019: Nil**

Party Name (In case of Facility) / Instrument Name	Type of Facility/ Instrument	Amount Sanctioned/ Issued	Principal Amount OS	Credit Rating Schedule	Secured/ Unsecured	Repayment Date/ Schedule	Security
N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A

(i) **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: Nil**

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

5.10 Details of Promoters of the Company:

(a) **Details of Promoter Holding in Company as on latest quarter end, i.e. 31.03.2019:**

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	96,01,097	96,01,097	41.71%	Nil	NA
2	Shalini Setia	7,27,100	7,27,100	3.16%	Nil	NA
3	Yash Setia	650	650	0.00%	Nil	NA
4	Bhajan Devi Setia	650	650	0.00%	Nil	NA
5	Rajendra Kumar Setia HUF	62,500	62,500	0.27%	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 (as amended or modified from time to time)

Profit and Loss Statement (INR)	**31.03.2016** **Audited**	**31.03.2017** **Audited**	**31.03.2018** **Audited**	**31.03.2019** **Audited**
Interest Income	94,03,13,455	1,20,56,46,337	185,69,43,000	3,12,40,41,053
Less: Interest Expenses	47,49,48,835	65,69,90,658	89,45,06,000	1,38,46,21,714
Net Interest Income	**46,53,64,620**	**54,86,55,679**	**96,24,37,000**	**1,73,94,19,339**
Other Income	21,75,35,475	36,64,14,496	41,63,56,000	52,53,04,955
Total Income	**68,29,00,095**	**91,50,70,175**	**137,87,93,000**	**2,26,47,24,294**
Operating Expenses	44,47,31,286	65,47,22,205	88,85,62,000	1,18,58,88,937
Provisions & Write Offs	4,36,02,174	5,59,92,900	13,76,24,000	29,18,00,049
Operating Profit	**19,45,66,635**	**20,43,55,070**	**35,26,07,000**	**78,70,35,308**
Depreciation	86,84,425	1,61,32,389	2,33,62,000	3,21,24,975
Profit Before Tax	**18,58,82,210**	**18,82,22,681**	**32,92,45,000**	**75,49,10,333**
Provisions for tax	6,57,73,093	6,52,37,081	10,97,22,000	23,26,08,359
Profit After Tax	**12,01,09,117**	**12,29,85,600**	**21,95,23,000**	**52,23,01,974**

Balance Sheet (INR)	**31.03.2016**	**31.03.2017**	**31.03.2018**	**31.03.2019**
Equity capital	3,22,35,500	2,70,70,900	3,50,91,900	4,60,32,258
Reserve & Surplus	70,74,92,272	83,56,41,022	2,02,79,16,175	5,50,58,13,960
TNW (A)	73,97,27,772	86,27,11,922	2,06,30,08,075	5,55,18,46,218
Total NonCurrent Liabilities	2,28,64,00,652	3,11,14,63,916	4,48,02,90,425	8,44,27,05,140
Current Liabilities+ Provisions	2,22,56,59,708	3,78,10,59,719	5,66,67,22,665	5,93,69,46,867
Total Outside Liabilities (B)	4,51,20,60,360	6,89,25,23,635	10,14,70,13,090	14,37,96,52,007
Total Liabilities (A + B)	**5,25,17,88,132**	**7,75,52,35,557**	**12,21,00,21,165**	**19,93,14,98,225**
Fixed assets (Net)	4,97,73,246	10,16,25,311	13,26,73,156	17,10,06,229
Investments	-	16,50,50,163	4,66,66,786	4,66,66,786
Gross Advances	4,66,42,44,703	6,38,30,27,785	11,10,25,76,437	16,37,96,52,511
Less : Loan Loss Reserve	-	-	-	-
Net Loan Outstanding	4,66,42,44,703	6,38,30,27,785	11,10,25,76,437	16,37,96,52,511
Cash / Liquid Investments	26,36,51,550	55,42,57,843	29,37,15,247	2,77,60,66,660
Other current assets	22,08,22,002	36,51,54,353	47,22,70,486	30,01,29,547
Deferred Tax Assets	1,76,97,256	4,32,72,147	6,23,63,995	8,24,23,239
Intangible Assets	19,11,401	21,71,405	27,03,701	59,42,878
Other Non Current Assets	3,36,87,974	14,06,76,550	9,70,51,357	16,96,10,375
Total Assets	**5,25,17,88,132**	**7,75,52,35,557**	**12,21,00,21,165**	**19,93,14,98,225**

5.12 Abridged version of Latest Audited/ Limited Review Half Yearly Consolidated and Standalone Financial Information (like Profit & Loss statement, and Balance Sheet) and auditors qualifications, if any: N.A.

[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 (as amended or modified from time to time)]

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 shall be mentioned with statement to the effect that debenture trustee(s) has given his consent to the Issuer for his appointment under regulation 4 (4) and in all the subsequent periodical communications sent to the holders of debt securities.

The Debenture Trustee of the proposed Debentures is Beacon Trusteeship Limited. Beacon 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 II** of this Information Memorandum.

5.15 The detailed 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) by the rating agencies.

The rating letter from the Rating Agency is provided in **Annexure V**.

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.

NA

5.17 Copy of consent letter from the Debenture Trustee shall be disclosed.

The consent letter from Debenture Trustee is provided in **Annexure II** of this Information Memorandum.

5.18 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 within 15 days from the date the Debenture Trustee requests the issuer for listing. The Issuer shall comply with the requirements of the listing agreement for debt securities to the extent applicable to it on a continuous basis.

5.19 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, NBFCs 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.

(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 Debt Listing Regulations,the LODR Regulations, and the applicable RBI guidelines.

(c) Application process:

The application process for the Issue is as provided in 0 of this Information Memorandum.

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

The contracts and documents referred to hereunder are material to the Issue, may be inspected at the Registered Office of the Company between 10.00 am to 4.00 pm on working days.

S. No.	Nature of Contract
1	Certified true copy of the Memorandum & Articles of Association of the Issuer.
2	Executive Committee Resolution dated May 29, 2019 authorizing issue of Debentures offered under the terms of this Information Memorandum along with the board resolution dated June 28, 2018.
3	Shareholder Resolution(s) dated June 19, 2018 authorizing the borrowing by the Company and the creation of security.
4	Shareholder Resolution dated June 19, 2018 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	Credit rating letter as will be issued by the Rating Agency for the Debentures.
7	Letter from Beacon Trusteeship Limited dated April 24, 2019 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.
11	Copy of application made to BSE for grant of in-principle approval for listing of Debentures.

5.21 Details of Debt Securities Sought to be Issued

Under the purview of the current document, the Issuer intends to raise an amount of INR 40,00,00,000 (Indian Rupees Forty Crore) by issue of Rated, Senior, Secured, Listed, Transferable, Redeemable, Principal Protected Market Linked 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 0 of this Information Memorandum.

5.22 Issue Size

The aggregate issue size for the Debentures is of INR 40,00,00,000 (Indian Rupees Forty Crore).

5.23 Utilization of the Issue Proceeds

The proceeds shall be used for for augmenting the long-term resources of the Company (including general corporate purposes of the Company) subject to such restrictions as the parties may have agreed upon and shall not be utilized for the purposes mentioned below.

The Issuer undertakes that the proceeds of this Issue shall be utilized for the deployment of funds on its own balance sheet, General Corporate purpose and not to facilitate resource requests of its group entities/parent company /associates.

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

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

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5.24 **Issue Details**

Security Name	Ess Kay Fincorp Limited 2021
Issuer/Company	ESS KAY FINCORP LIMITED
Type of Instrument	Principal Protected Market Linked Non-Convertible Debentures
Nature of Instrument	Rated, Senior, Secured, Listed, Transferable, Redeemable, Principal Protected Market Linked Non-Convertible Debentures
Seniority	Senior
Eligible Investors	As provided in Section 8.14 below.
Promoter(s)	Rajendra Kumar Setia
Debenture Trustee	Beacon Trusteeship Limited
Rating Agency	CRISIL Limited
Rating of the Instrument	CRISIL PP-MLD AR Stable
Ranking	The payment obligations of the Company under the Transaction Documents rank at least pari passu with the claims of all of its other senior secured creditors, except for obligations mandatorily preferred by Applicable Law applying to companies generally. The Debentures shall rank pari passu inter se and the Company shall pay and discharge all its liabilities to the Debenture Holders under this DTD without preference or priority of one over the other.
Registrar & Transfer Agent	Karvy Fintech Private Limited
Depository	NSDL /CDSL
Issuance mode	Private Placement, in dematerialised form
Trading mode	Dematerialized
Settlement mode	ECS
Listing	(a) The Company shall submit all duly completed documents to the BSE, SEBI, ROC or any other Governmental Authority, as are required under Applicable Law and obtain the listing of the Debentures within 15 (fifteen) calendar days from the Deemed Date of Allotment. (b) The Company shall ensure that the Debentures continue to be listed on the wholesale debt market segment of the BSE. (c) The Company shall ensure that the Debentures at all times are rated in accordance with the provisions of the Transaction Documents and that the rating of the Debentures is not downgraded or withdrawn throughout the tenor of the Debentures. (d) In the event there is any delay in listing of the Debentures beyond 20 (twenty) calendar days from the Deemed Date of Allotment, the Company will pay to the Debenture Holders, penal interest of 1% (one percent) per annum over the Interest Rate, from the expiry of 30 (thirty) calendar days from the Deemed Date of Allotment till the listing of the Debentures is completed.
Option to retain oversubscription (amount)	N.A.
Put Option	(a) On the occurrence of either (i) the Debt to Equity Ratio exceeding 5 (five) times, or (ii) a Rating Downgrade (collectively, "**Trigger Events**"), until such Trigger Event is cured, any Debenture Holder (acting through the Debenture Trustee) ("**Put Option Exerciser**")

	have the right to seek early redemption by exercising a put option (the "**Put Option**") of the Debentures held by such Put Option Exerciser ("**Put Option Debentures**"). All such Debenture holders seeking to exercise the Put Option will be collectively referred to as the "**Put Option Exercisers**". (b) To exercise the Put Option in the event of the Debt to Equity Ratio exceeding 5 (five) times, each Put Option Exerciser shall, promptly, subsequent to the relevant Testing Date, send a notice to the Company (through the Debenture Trustee) in writing requiring their respective Put Option Debentures to be redeemed within 15 (fifteen) Business Days, and informing the Company of the exercise of the Put Option (in respect of the Put Option Debentures held by them). If any Put Option Exerciser exercises the Put Option under this sub-Clause (b), the Put Option Debentures of such Put Option Exerciser will be redeemed on the date specified in the aforementioned notice(s) by 3:00 pm by making the Redemption Payment (in respect of such Put Option Debentures). (c) To exercise the Put Option in the event of a Rating Downgrade, each Put Option Exerciser shall, on the day immediately succeeding the Rating Downgrade, send a notice to the Company (through the Debenture Trustee) in writing requiring their respective Put Option Debentures to be redeemed within 15 (fifteen) Business Days, and informing the Company of the exercise of the Put Option (in respect of the Put Option Debentures held by them). If any Put Option Exerciser exercises the Put Option under this sub-Clause (c), the Put Option Debentures of such Put Option Exerciser will be redeemed on the date specified in the aforementioned notice(s) by 3:00 pm by making the Redemption Payment (in respect of such Put Option Debentures). (d) Any notice given by Debenture Trustee in relation to the Put Option is irrevocable.
Put Date	See above section named "Put Option"
Put Price	See above section named " Redemption Value per debenture"
Call Date	N.A.
Call Price	N.A.
Put Notification Time	See above section named "Put Option"
Call Notification Time	N.A.
Business Days	Means a day (other than a Saturday, a Sunday or a Bank Holiday) on which banks are open for general business in Mumbai
Business Day Convention	(a) If any Due Date on which any amounts in respect of Accrued Premium or interest or additional interest are payable falls on a day which is not a Business Day, the payment to be made on such Due Date shall be made on the succeeding Business Day. (b) If any Due Date on which any Outstanding Principal Amounts are payable falls on a day which is not a Business Day, the payment to be made on such Due Date shall be made on the preceding Business Day.

	(c) If the Final Redemption Date falls on a day which is not a Business Day, the payment of any amounts in respect of Accrued Premium and any Outstanding Principal Amounts to be made shall be made on the preceding Business Day. •
Record Date	15 (fifteen) calendar days prior to a Due Date
Objects of the Issue	The proceeds of the Issuance will be utilized for the following purposes: • General corporate purposes • for the ordinary course of business of the Issuer including repayment/re-financing of existing debt No part of the proceeds shall be utilized directly/indirectly towards capital markets (debt or equity), land acquisition or usages that are restricted for bank financing.
Details of the utilization of the Proceeds	The proceeds of the Issuance will be utilized for the following purposes: • General corporate purposes • for the ordinary course of business of the Issuer including repayment/re-financing of existing debt No part of the proceeds shall be utilized directly/indirectly towards capital markets (debt or equity), land acquisition or usages that are restricted for bank financing.
Amount/Issuance Size	INR 40,00,00,000 (Indian Rupees Forty Crore)
Face Value	INR 1,00,000 (Indian Rupees One Lakh) per Debenture
Issue price	Each Debenture will be issued on a fully paid basis
Discount at which the security is issued	N.A.
Security	(d) The Debentures shall be secured on or prior to the Deemed Date of Allotment by way of a first ranking exclusive and continuing charge to be created pursuant to the deed of hypothecation to be executed by and between the Issuer and the Debenture Trustee ("**Deed of Hypothecation**") over the book debts/loan receivables of the Company as described therein (the "**Hypothecated Assets**"). The Debentures shall further be secured/supported by way of (i) first ranking *pari passu* mortgage created over the Immovable Property; and (ii) PDCs, and (iii) such other security interest as may be agreed between the Company and the Debenture Holders. ((i) to (iii) above and the Charged Receivables are collectively referred to as the "**Security**"). (e) The charge over the Charged Receivables shall at all times be (i) at least 1.20 (one decimal two zero) times the value of the Outstanding Principal Amounts; and (ii) the value of the principal receivables of the Client Loans comprising the Charged Receivables shall be at least 1.20 (one decimal two zero) times the value of the Outstanding Principal Amounts (collectively, the "**Security Cover**") and shall be maintained at all times commencing from the Deemed date of Allotment until the Final Settlement Date. The value of the Charged Receivables for this

	purpose shall be the amount reflected as the value thereof in the books of accounts of the Company. (f) The Company shall create mortgage over the Immovable Property in terms of the DTD and shall register the DTD with the jurisdictional sub-registrar of assurances on or prior to the Deemed date of Allotment and shall file Form CHG-9 with the ROC and ensure and procure that the Debenture Trustee files Form I with CERSAI in respect of the mortgage over the Immovable Property within 30 (thirty) calendar days of the date of execution of the DTD. (g) The Company shall create the charge over the Charged Receivables and perfect such security by filing Form CHG-9 with the ROC and by ensuring and procuring that the Debenture Trustee files Form I with CERSAI in respect thereof within 30 (thirty) calendar days from the date of execution of the Deed of Hypothecation.
Security Cover (times)	1.20x (One Decimal point Two Zero times)
Minimum Application size and in multiples of __Debt Security thereafter	25 Debentures bearing face value of INR 100,000/- each and in multiples of 1 Debenture(s) thereafter
Tenor	731 days from the Deemed Date of Allotment
Final Redemption Date	June 4, 2021
Principal Repayment	Bullet, payable on the Final Redemption Date
Redemption Value per debenture	Means, in respect of any Debenture: (a) if the Put Option has not been exercised and no Event of Default has occurred, the amount payable on such Debenture, determined as follows: RP = [FV × [(1 + Y)]] where: (i) "RP" is the Redemption Payment; (ii) "FV" is the face value of such Debenture; and (iii) "Y" is the Accrued Premium Rate. (b) if the Put Option has been exercised or an Event of Default has occurred, the aggregate of the (i) the Outstanding Principal Amounts (in respect of such Debenture), and (ii) interest determined on the basis of 11.5% (eleven decimal five percent) per annum compounded annually.
Interest Rate/Coupon	Means:

Rate	(a) if the Put Option has not been exercised and no Event of Default has occurred: (i) 0% (zero percent), if the Final Fixing Level is less than 25% (twenty five percent) of the Initial Fixing Level; and (ii) 24.36% (twenty four decimal three six percent), if the Final Fixing Level is equal to or is greater than 25% (twenty five percent) of the Initial Fixing Level; and (b) if the Put Option has been exercised or an Event of Default has occurred or for any payments for any matter other than (a) above, 11.5% (eleven decimal five percent) per annum compounded annually.[10]
Interest Type	Linked to the Reference Index
Coupon payment frequency	At the time of redemption of the Debentures.
Coupon payment dates	Final Redemption Date
Step Up/Step Down Coupon Rate	N.A.
Initial Fixing Date	Deemed Date of Allotment
Initial Fixing Level	The official closing level on of the Reference Index on the Initial Fixing Date
Final Fixing Date	Means March 31, 2021.
Final Fixing Level	The official closing level on of the Reference Index on the Final Fixing Date.
Coupon Reset Process	N.A.
Day count basis	Actual/Actual
Default Interest Rate	(a) The Company agrees to pay a default interest rate of 2% (two percent) per annum above the prevailing Interest Rate on the outstanding principal amounts from the date of the occurrence of a default in any payment by the Company on its due date until such payment default is cured. (b) The Company agrees to pay an additional interest rate of 1% (one percent) per annum above the prevailing Interest Rate on the outstanding principal amounts from the date of the occurrence of any breach of its obligations set out under the Transaction Documents (including but not limited to the financial covenants specified in the DTD until such breach is cured within 5 (five) Business Days of the start of the month prior to which the breach is continuing. (c) On the occurrence of a Trigger Event, and if the Put Option is not exercised by the Debenture Trustee, the Company agrees to pay an additional interest at the rate of 0.50% (zero decimal five zero

	percent) per annum compounded annually above the prevailing Interest Rate on the Outstanding Principal Amounts, from the date of the occurrence of a Trigger Event until such Trigger Event is cured, on the Final Redemption Date. If the Company fails to create and perfect security on the Charged Receivables on or prior to the Deemed Date of Allotment, the Company will either refund the Application Money in accordance with the terms of the DTD, or the Company will pay additional interest at the rate of 2% (two percent) per annum above the prevailing Interest Rate on the Outstanding Principal Amounts until the security is created in accordance with the DTD and the security is perfected in accordance with Applicable Law.
Early Redemption/Optionally Accelerated Prepayment	Not applicable
Interest on application money	Interest at the prevailing Interest Rate will be paid on Application Money to the Applicants from the date of receipt of such Application Money up to 1 (one) calendar day prior to the Deemed Date of Allotment for all valid applications, within 7 (seven) Business Days of the Deemed Date of Allotment. Where the entire subscription amount has been refunded, interest on Application Money will be paid along with the refunded amount. Where an Applicant is allotted a lesser number of Debentures than applied for, the excess amount paid on application will be refunded to the Applicant in the bank account of the Applicant as described in the Application Form towards interest on the refunded money by electronic mode of transfer like RTGS/NEFT/direct credit. Details of allotment will be sent to every successful Applicant. In all cases, the interest instruments will be sent, at the sole risk of the Applicant/first Applicant.
Transaction documents	As set out in Section 7.1 below.
Issue Schedule	Issue Open Date: May 31, 2019 Issue Close Date: June 4, 2019 Pay-in Date: June 4, 2019 Deemed Date of Allotment: June 7, 2019
Conditions Precedent	The Company shall fulfil the following conditions precedent, to the satisfaction of the Debenture Trustee/the Applicants, prior to the Deemed Date of Allotment: (a) submit to the Debenture Trustee/the Applicants, a copy of resolution of the Company's board of directors and any resolution of any committee of directors authorizing the execution, delivery and performance of the Transaction Documents certified as correct, complete and in full force and effect by an appropriate officer of the Company; (b) submit to the Debenture Trustee/the Applicants, copies of the resolution of the shareholders of the Company under Section 42 of the 2013 Act, certified as correct, complete and in full force and effect by an appropriate officer of the Company; (c) submit to the Debenture Trustee/the Applicants, a copy of a Super Majority Resolution of the shareholders of the Company in accordance with Section 180(1)(c) of the 2013 Act approving the

	borrowing contemplated under the Transaction Documents OR a certificate of an authorised person of the Company confirming the non-applicability of Section 180(1)(c) of the 2013 Act; (d) submit to the Debenture Trustee/the Applicants, a copy of a Super Majority Resolution of the shareholders of the Company in accordance with Section 180(1)(a) of the 2013 Act approving the creation of Security over the Hypothecated Assets OR a certificate of an authorised person of the Company confirming the non-applicability of Section 180(1)(a) of the 2013 Act; (e) submit to the Debenture Trustee and the Applicants, a copy of the Company's Constitutional Documents certified as correct, complete and in full force and effect by the appropriate officer; (f) submit to the Debenture Trustee/the Applicants, an incumbency certificate of the Company indicating the officers or other Persons of the Company authorized to sign the Transaction Documents and any document to be delivered under or in connection therewith, on behalf of the Company, which certificate includes names, titles and specimen signatures of such officers; (g) provide evidence satisfactory to the Debenture Trustee/the Applicants (including, without limitation, copies of all consents) that the Company has received all approvals, authorizations and licenses (governmental or otherwise) to operate its lending program and to execute, deliver and perform its obligations under the Transaction Documents; (h) provide such other information, documents, certificates, opinions and instruments as the Debenture Trustee and the Applicants may reasonably request; (i) execution, delivery and stamping of the Transaction Documents in a form and manner satisfactory to the Debenture Trustee and the Applicants; (j) receipt and submission of the rating letter and the rating rationale issued by the Rating Agency in relation to the Debentures; (k) receipt of consent from the Debenture Trustee to act as the debenture trustee for the issue of Debentures; (l) receipt of consent from the Registrar to act as the registrar and transfer agent for the issue of Debentures; (m) submission of all "know your customer" requirements to the satisfaction of the Debenture Trustee and the Applicants; (n) submit to the Debenture Trustee and the Applicants, the audited financial statements of the Company for the Financial Year ended March 31, 2018; (o) evidence that the fees, costs and expenses then due from the Company pursuant to the DTD (including the fee of the legal counsel)) has been or will be paid prior to the Deemed Date of Allotment; (p) confirmation by the compliance officer or his representative to the Debenture Holders that its Client Acceptance and Anti Money Laundering (CAAML) file is completed in accordance with their internal regulations in respect thereof; (q) evidence that the DTD has been submitted to, accepted for

	registration by, the relevant sub-registrar of assurances; (r) delivery of the PDCs to the Debenture Trustee; and (s) submission of a certificate from the authorized officer of the Company addressed to the Debenture Trustee and the Applicants certifying that: (i) the incumbency and validity of signatures of the authorised signatories; (ii) the Company has the necessary power under the Constitutional Documents to borrow amounts by way of the issuance of the Debentures and create security on the assets of the Company to secure such Debentures; (iii) the issuance of the Debentures and the creation of security over the Immovable Property and the Charged Receivables will not cause any limit, including any borrowing or security providing limit binding on the Company to be exceeded (whether regulatory or internal); (iv) no Material Adverse Effect has occurred; and (v) no authorisations or approvals are required by the Company from its creditors (including any bank or financial institution) or any Governmental Authority or any other person for the issuance of the Debentures and creation of security under the DTD or the Deed of Hypothecation; (vi) the representations and warranties contained in the DTD are true and correct in all material respects as on the Deemed Date of Allotment/the date of the certificate; (vii) no Event of Default or potential Event of Default has occurred or is subsisting as at the Deemed Date of Allotment/date of the certificate; (viii) no litigation, arbitration or administrative proceedings of or before any court, arbitral body or agency which have been commenced or threatened against the Company or its officers, which if adversely determined, may have a Material Adverse Effect; (ix) the Company has submitted this DTD for registration with the jurisdictional sub-registrar of assurances, and this DTD has been accepted for registration by the jurisdictional sub-registrar of assurances. The Company shall deliver a copy of the registered DTD within the timelines specified in the DTD; and (viii) the Company is in compliance with the provisions of the Transaction Documents.

Conditions Subsequent	The Company shall fulfil the following conditions subsequent, to the satisfaction of the Debenture Trustee, following the Deemed Date of Allotment: (a) the Company shall ensure that the Debentures are credited into the demat accounts of the respective Debenture Holders within 10 (ten) calendar days from the Deemed Date of Allotment; (b) the Company shall file a return of allotment of securities under Form PAS-3 of the Companies (Prospectus and Allotment of Securities) Rules, 2014 with the ROC within 15 (fifteen) calendar days of the allotment of the Debentures along with a list of the Debenture Holders and with the prescribed fee; (c) the Company shall file copies of the Debt Disclosure Documents with SEBI within the prescribed timelines; (d) the Company shall obtain listing of the Debentures within 15 (fifteen) calendar days of Deemed Date of Allotment, and deliver evidence in a form and manner satisfactory to the Debenture Holders of the final listing of Debentures within 15 (fifteen) days of the Deemed Date of Allotment; (e) deliver to the Debenture Trustee a copy of this DTD registered with the jurisdictional sub-registrar of assurances by no later than 30 (thirty) days of the Effective Date; (f) the Company shall file Form CHG-9 with the ROC and assist the Debenture Trustee in filing Form I with CERSAI within the timelines prescribed under the Transaction Documents; and (g) within 15 (fifteen) days (or such other time period prescribed by the Debenture Trustee (acting on the instructions of the Debenture Holders)) of the filing of charges pursuant to paragraph (f) above, receipt of certified true copy of the certificate of registration of charge issued by the ROC.

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Events of Default	As provided in Section 7.7 below.
Provisions related to Cross Default Clause	An event of default shall arise if the Company: (i) defaults in any payment of any Financial Indebtedness beyond the period of grace (not to exceed 30 (thirty) calendar days), if any, provided in the instrument or agreement under which such Indebtedness was created; (ii) defaults in the observance or performance of any agreement or condition relating to any Financial Indebtedness or contained in any instrument or agreement evidencing, securing or relating thereto or any other event shall occur or condition exist, the effect of which default or other event or condition is to cause or to permit the holder or holders of such Financial Indebtedness to cause (determined without regard to whether any notice is required) any such Indebtedness to become due prior to its stated maturity; or (iii) any Financial Indebtedness of the Company shall be declared to be due and payable, or required to be prepaid other than by a regularly scheduled required prepayment, prior to the stated maturity thereof.
Roles and Responsibilities of the Debenture Trustee	As more particularly set out in the Transaction Documents, and to oversee and monitor the overall transaction for and on behalf of the Debenture Holder(s), including: (a) the Debenture Trustee may, in relation to these presents, act on the opinion or advice of or any information obtained from any solicitor, counsel, advocate, valuer, surveyor, broker, auctioneer, qualified accountant or other expert whether obtained by the Company or by the Debenture Trustee or otherwise and shall not be responsible for any loss occasioned by so acting. PROVIDED THAT, the Debenture Trustee shall at all times act with due care and diligence before relying upon any advice, opinion, information and communication received by it from any solicitor, counsel, advocate, valuer, surveyor, broker, auctioneer, qualified accountant or other expert its attorney, representative or receiver; (b) subject to the approval of the Debenture Holders by way of Super Majority Resolution passed at a meeting of Debenture Holders held for determining the liability of the Debenture Trustee, the Debenture Trustee shall, as regards all trusts, powers, authorities and discretions, have the discretion as to the exercise thereof and to the mode and time of exercise thereof. In the absence of any fraud, gross negligence, willful misconduct or breach of trust the Debenture Trustee shall not be responsible for any loss, costs, charges, expenses or inconvenience that may result from the aforementioned exercise or non-exercise thereof. The Debenture Trustee shall not be bound to act at the request or direction of the Debenture Holders under any provisions of the Transaction Documents unless sufficient monies shall have been provided or provision to the satisfaction of the Debenture Trustee has been made for providing the same and the

	Debenture Trustee is indemnified to its satisfaction against all further costs, charges, expenses and liability which may be incurred in complying with such request or direction; (c) with a view to facilitating any dealing under any provisions of these presents, subject to the Debenture Trustee obtaining the prior written consent of the Super Majority Debenture Holders, the Debenture Trustee shall have (i) the power (i) to consent (where such consent is required) to a specified transaction or class of transactions (with or without specifying additional conditions) and), (ii) to determine all questions and doubts arising in relation to the interpretation or construction any of the provisions of this DTD, and (iii) to take any action on behalf of the Debenture Holders; (d) the Debenture Trustee shall not be responsible for the monies paid by Applicants for the Debentures; (e) the Debenture Trustee and every receiver, attorney, manager, agent or other person appointed by them shall, subject to the provisions of the Act, be entitled to be indemnified by the Company in respect of all liabilities and expenses incurred by them or him in the execution or purported execution of the powers and trusts thereof; and (f) the Debenture Trustee shall forward to the Debenture Holders copies of any information, documents from the Company pursuant to this DTD within 2 (two) Business Days of receiving any of the foregoing from the Company. PROVIDED THAT nothing contained herein shall exempt the Debenture Trustee, its representatives or any receiver appointed by the Debenture Trustee from or indemnify them against any liability for breach of trust nor any liability which by virtue of any rule or Applicable Law would otherwise attach to them in respect of any negligence, default or breach of trust which they may be guilty of in relation to their duties hereunder.
Reporting Covenants	As provided in Section 7.4 below.
Financial Covenants	As provided in Section 7.3 below.
Affirmative Covenants	As provided in Section 7.5 below.
Negative Covenants	As provided in Section 7.6 below.
Representations & Warranties	As provided in Section 7.2 below.
Distributors Fee	The Company shall pay to the arranger(s)/distributer(s), if any, a fee in accordance with the fee letter that may be entered into with such arranger(s)/distributer(s) but not exceeding 2% (two percent) of the aggregate face value of the Debentures.
Indemnification	The Issuer will indemnify, and hold harmless the Debenture Holders from and against any claim, liability, demand, loss, damage, judgment or other obligation or right of action which may arise as a result of breach of the terms of the Transaction Documents by the Issuer.
Governing Law & Jurisdiction	This Transaction Documents shall be governed and construed exclusively in accordance with the laws of India and any disputes arising there from

	shall be subject to the jurisdiction of appropriate courts and tribunals at Mumbai, India.
Transaction Costs	The Issuer shall bear all transaction related costs incurred by the Debenture Holders with respect to legal counsel, valuers and auditors / consultants. Such costs include: 1. Trustee fees 2. Listing fees 3. Rating 4. Distributor's fee 5. Any other reasonable transaction related expense incurred by the Debenture Holders 6. Stamping and registration in relation to all Transaction Documents.
Other costs and conditions	To be further determined in the Debenture Trust Deed. 1. Relevant taxes, duties and levies are to be borne by the Issuer. 2. The charges / fees and any amounts payable under this Debentures by the Issuer as mentioned herein do not include any applicable taxes, levies including service tax etc. and all such impositions shall be borne by the Issuer additionally.
And any other such disclosures a suggested	Nil

Note:

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

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

ILLUSTRATION OF BOND CASH FLOWS AND SCENARIO ANALYSIS

Illustration of cash flows:

Face Value	INR 1,00,000 per Debenture
Deemed Date of Allotment	07-June-2019
Redemption Date	04-June-2021
Coupon	If Final Fixing Level < 25% of the Initial Fixing Level, 0% If Final Fixing Level >= 25% of the Initial Fixing Level, 24.36%
Coupon Payment Date	Coupon if any, will be paid on Redemption Date

Cash Flows	Date	No of days in Coupon Period	Amount (in INR)
Coupon on Redemption	04-June-2021	731	Coupon linked to Underlying / Reference Index.
Face Value	04-June-2021	731	INR 1,00,000 Per Debenture
Total	04-June-2021	731	INR 1,00,000 *(1+Coupon) per Debenture

Scenario Analysis

The following table shows the value of the Debentures at maturity under different market conditions:

Scenario I: Final Fixing Level is less than Initial Fixing Level

Initial Fixing Level	*Final Fixing Level*	*Underlying Performance*	*Coupon (%) - Absolute*	*Coupon (%) - XIRR*
39,500	-	-100.00%	0.00%	0.00%
39,500	3,950	-90.00%	0.00%	0.00%
39,500	7,900	-80.00%	0.00%	0.00%
39,500	9,871	-75.01%	0.00%	0.00%
39,500	9,879	-74.99%	24.36%	11.50%
39,500	11,850	-70.00%	24.36%	11.50%
39,500	15,800	-60.00%	24.36%	11.50%
39,500	19,750	-50.00%	24.36%	11.50%
39,500	23,700	-40.00%	24.36%	11.50%
39,500	27,650	-30.00%	24.36%	11.50%
39,500	31,600	-20.00%	24.36%	11.50%
39,500	35,550	-10.00%	24.36%	11.50%

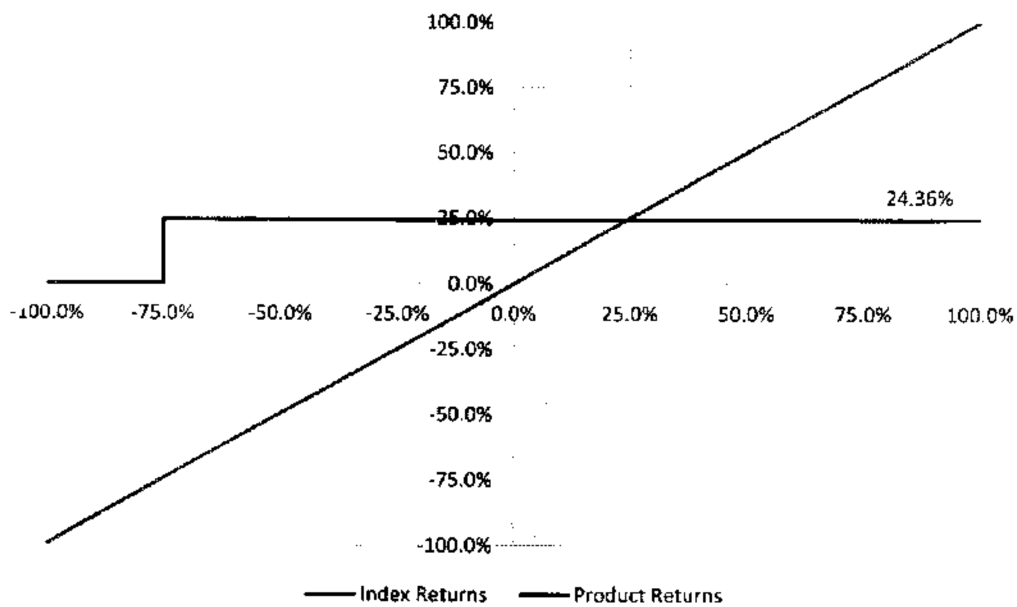
Scenario II: Final Fixing Level is equal to Initial Fixing Level

Initial Fixing Level	*Final Fixing Level*	*Underlying Performance*	*Coupon (%) - Absolute*	*Coupon (%) - XIRR*

39,500	39,500	0.00%	24.36%	11.50%

Scenario III: Final Fixing Level is greater than Initial Fixing Level

Initial Fixing Level	*Final Fixing Level*	*Underlying Performance*	*Coupon (%) - Absolute*	*Coupon (%) - XIRR*
39,500	43,450	10.00%	24.36%	11.50%
39,500	47,400	20.00%	24.36%	11.50%
39,500	51,350	30.00%	24.36%	11.50%
39,500	55,300	40.00%	24.36%	11.50%
39,500	59,250	50.00%	24.36%	11.50%
39,500	63,200	60.00%	24.36%	11.50%
39,500	67,150	70.00%	24.36%	11.50%
39,500	71,100	80.00%	24.36%	11.50%
39,500	75,050	90.00%	24.36%	11.50%
39,500	79,000	100.00%	24.36%	11.50%



This scenario analysis is provided for illustrative purposes only and does not represent actual termination or unwind prices, nor does it present all possible outcomes or describe all factors that may affect the value of your investment.

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:

1. Name of the bank declaring the entity as a Wilful Defaulter: NIL
2. The year in which the entity is declared as a Wilful Defaulter: NIL
3. Outstanding amount when the entity is declared as a Wilful Defaulter: NIL
4. Name of the entity declared as a Wilful Defaulter: NIL
5. Steps taken, if any, for the removal from the list of wilful defaulters: NIL
6. Other disclosures, as deemed fit by the Issuer in order to enable investors to take informed decisions: NIL
7. Any other disclosure as specified by the Board: NIL

SECTION 7: TRANSACTION DOCUMENTS AND KEY TERMS

7.1 TRANSACTION DOCUMENTS

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

(a) Debenture trustee agreement, which will confirm the appointment of Beacon Trusteeship Limited as the Debenture Trustee ("**Debenture Trustee Agreement**");

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

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

(d) Such other documents as agreed between the Issuer and the Debenture Trustee.

7.2 REPRESENTATIONS AND WARRANTIES OF THE ISSUER

The Issuer hereby makes the following representations and warranties and the same shall also be set out in the Transaction Documents.

(a) **Status**

(x) It is a company, duly incorporated, registered and validly existing under Applicable Law.

(xi) It is a non-banking financial company registered with the RBI.

(xii) It has the power to own its Assets and carry on its business as it is being conducted.

(b) **Binding obligations**

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

(c) **Issue**

The Issue and the Debentures comply with the requirements prescribed by the Supervisory Authorities. The proceeds of the Debentures have been utilised for the Purpose in compliance with the DTD and the other Transaction Documents.

(d) **Non-conflict with other obligations**

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

(i) any Applicable Law;

(ii) its constitutional documents; or

(iii) any agreement or instrument binding upon it or any of its Assets.

(e) **Power and Authority**

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

(f) **Validity and admissibility in evidence**

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

(i) to enable it lawfully to enter into, exercise its rights and comply with its obligations in the Transaction Documents to which it is a party;

(ii) to make the Transaction Documents to which it is a party admissible in evidence in its jurisdiction of incorporation; and

(iii) for it to carry on its business, and which are material,

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

(g) **No default**

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

(ii) No other event or circumstance is outstanding which constitutes (or which would, with the lapse of time, the giving of notice, the making of any determination under the relevant document or any combination of the foregoing, constitute) a default or termination event (however described) under any other agreement or instrument which is binding on the Company or any of its Assets or which might have a Material Adverse Effect.

(h) **Pari passu ranking**

(iii) Its payment obligations under the Debentures are the direct, unconditional and irrevocable obligations of the Company

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

(i) **No proceedings pending**

Except as disclosed by the Company in the this Information Memorandum or the PPOA, annual reports and financial statements, no litigation, arbitration or administrative proceedings of or before any court, arbitral body or agency which have been commenced or threatened against the Company or its officers, which if adversely determined, may have a Material Adverse Effect.

(j) **No misleading information**

All information provided by the Company to the Debenture Trustee/Debenture Holders for the purposes of this Issue is true and accurate in all material respects as at the date it was provided or as at the date (if any) at which it is stated and is not misleading due to omission of material fact or otherwise.

(k) **Compliance**

(i) To the best of its knowledge, the Company and its affiliates have complied with Applicable Law (including without limitation, the MLD Guidelines).

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

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

(l) **Assets**

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

(m) **No Filings or Stamp Taxes**

There are no stamp duties, registration, filings, recordings or notarizations before or with any Governmental Authority required to be carried out in India in relation to the execution and delivery of the Transaction Documents by the Company other than the:

(iv) stamping of the Transaction Documents (on or prior to execution in Chennai, India) in accordance the applicable provisions of the Indian Stamp Act, 1899 (as applicable to the state of Tamil Nadu, India);

(v) (to the extent applicable) stamping of the Debenture Certificate in accordance with the Indian Stamp Act, 1899;

(vi) registration of the DTD with the jurisdictional sub-registrar by no later than 120 (one hundred and twenty) days of execution of this DTD;

(vii) filing of the return of allotment of securities under Form PAS-3 of the Companies (Prospectus and Allotment of Securities) Rules, 2014 with the ROC;

(viii) filing of the Debt Disclosure Documents with the ROC and SEBI;

(ix) filing of Form CHG 9 with the ROC by no later than 30 (thirty) days of execution of each of the DTD and the Deed of Hypothecation; and

(x) filing of Form I with CERSAI by no later than 30 (thirty) days of execution of each of the DTD and the Deed of Hypothecation.

(n) **Financial statements**

(i) Its financial statements most recently supplied to the Debenture Trustee as of March 31, 2018 were prepared in accordance with Indian GAAP consistently applied save to the extent expressly disclosed in such financial statements.

(ii) Its financial statements as of March 31, 2018 supplied to the Debenture Trustee, give a true and fair view and represent its financial condition and operations during the Financial Year save to the extent expressly disclosed in such financial statements.

(o) **Solvency**

(i) The Company is able to, and has not admitted its inability to, pay its debts as they mature and has not suspended making payment on any of its debts and it has not been deemed by a court to be unable to pay its debts for the purposes of Applicable Law, nor will it become unable to pay its debts for the purposes of Applicable Law as a consequence of entering into the DTD or any other Transaction Document.

(ii) The Company, by reason of actual or anticipated financial difficulties, has not commenced, and does not intend to commence, negotiations with one or more of its creditors with a view to rescheduling its Financial Indebtedness.

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

(iv) The Company has not taken any corporate action nor has it taken any legal proceedings or other procedure or steps in relation to any bankruptcy proceedings.

(v) No insolvency or bankruptcy process has commenced in respect of any of the Company under the (Indian) Insolvency and Bankruptcy Code, 2016 (to the extent applicable) or any other law relating to insolvency and bankruptcy applicable to the Company.

(vi) No reference has been made, or enquiry or proceedings commenced, in respect of the Company, before the National Companies Law Tribunal or under any mechanism or prescription of the RBI in respect of resolution/restructuring of stressed assets.

(p) **Security**

(i) As of the date of the DTD, the Charged Receivables and the Immovable Property are the sole and absolute property of the Company and are free from any other mortgage, charge or encumbrance and are not subject to any *lis pendens*, attachment, or other order or process issued by any Governmental Authority.

(ii) The Company has power to grant, convey, transfer, assure and assign unto the Debenture Trustee the Immoveable Property in the manner contemplated by these presents.

(iii) The Transaction Documents executed or to be executed constitute legal, valid and enforceable security interest in favour of the Debenture Trustee and for the benefit of the Debenture Holders on all the assets thereby secured and all necessary and appropriate consents for the creation, effectiveness, priority and enforcement of such security have been obtained.

(q) **Material Adverse Effect**

No Material Adverse Effect has occurred, including without limitation, in relation to the business, condition, operations, performance or prospects of the Company.

(r) **Illegality**

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

(s) **Market linked debentures**

(i) The Debentures issued are principal protected and promise the return of the principal amount of the Debentures in full on the Final Redemption Date.

(ii) The Company has a Net Worth of more than INR 100,00,00,000 (Indian Rupees One Hundred Crore).

(t) **Execution of Transaction Documents**

(i) The DTD and the Transaction Documents executed or to be executed constitute legal, valid and enforceable obligations of the Company, and, to the extent applicable, create a legal, valid and enforceable security interest in favour of the Debenture Trustee.

(ii) No consents or approvals are required by the Company from its creditors (including any bank or financial institution) or any Governmental Authority or any other person for the creation, effectiveness, priority and enforcement of the Transaction Documents and the Security created thereunder.

7.3 FINANCIAL COVENANTS

(a) The Company shall at all times until the Final Settlement Date maintain the capital adequacy ratio of at least 16% (sixteen percent) or such higher level as may be prescribed by the RBI from time to time.

PROVIDED THAT for the computation of the financial covenants in paragraph 1 above:

(i) the first loss credit enhancement provided by the Company on securitisation shall be reduced from Tier I Capital and the Tier II Capital and the deduction shall be capped at 29% (twenty nine percent) of the outstanding securitised portfolio.

(ii) The first loss credit enhancement provided by the Company on loans originated on behalf of other institutions shall be reduced from Tier I Capital and the Tier II Capital without any ceiling.

(iii) The deduction shall be made at 50% (fifty percent) from Tier I Capital and 50% (fifty percent) from Tier II Capital.

(iv) In determining the amount of Subordinated Debt eligible for inclusion in Tier II Capital, the Subordinated Debt shall be subject to discounting in accordance with the NBFC Directions.

(b) The Company shall at all times until the Final Settlement Date maintain the Tier I Capital of at least 12% (twelve percent) or such higher level as may be prescribed by the RBI from time to time.

(c) The Company shall at all times until the Final Settlement Date maintain a ratio of A:B of not more than 7% (seven percent), where A is the Portfolio At Risk Over 90 Days, and B is the Gross Loan Portfolio, multiplied by 100, and followed by the "%" symbol.

(d) The Company shall at all times until the Final Settlement Date maintain a ratio of A:B greater than 100% (one hundred percent), where A is the Operating Income, and B is the Operating Expenses, multiplied by 100, and followed by the "%" symbol.

(e) The Company shall at all times until the Final Settlement Date maintain a ratio of A:B equal to or lesser than 40% (forty percent), where A is the Off Balance Sheet Portfolio, and B is the Total Assets, multiplied by 100, and followed by the "%" symbol.

(f) The Company shall, commencing from the date occurring on the expiry of the period of 90 (ninety) days from the Deemed Date of Allotment until the Final Settlement Date maintain a rating of at least "A" (pronounced as "A") from all rating agencies.

(g) The Company shall at all times until the Final Settlement Date maintain the Debt to Equity Ratio of not more than 5 (five) times.

(h) The Company shall at all times until the Final Settlement Date, maintain a positive post-tax Net Income (determined in accordance with Indian GAAP).

(i) Until the Final Settlement Date, the covenants prescribed in paragraphs 1 to 5 above shall

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be tested for each Quarterly Date on the basis of consolidated and standalone balance sheets of the Company on or prior to the Testing Date.

7.4 REPORTING COVENANTS

The Company shall provide or cause to be provided to the Debenture Trustee and to the Debenture Holders (including on any online reporting platform notified by the Debenture Trustee or any Debenture Holder), in form and substance reasonably satisfactory to the Debenture Trustee, each of the following items:

(a) At least 2 (two) Business Days prior to the Deemed Date of Allotment, all documents and information and confirmations comprising the Conditions Precedent.

(b) As soon as available, and in any event within 120 (one hundred and twenty) calendar days after the end of each Financial Year of the Company:

(i) certified copies of its audited consolidated and non-consolidated (if any) financial statements for its most recently completed fiscal year, prepared in accordance with Indian GAAP including its balance sheet, income statement and statement of cash flow. All such information shall be complete and correct in all material respects and shall fairly represent the financial condition, results of operation and changes in cash flow and a list comprising all material financial liabilities of the Company whether absolute or contingent as of the date thereof;

(ii) a certificate from an a Director or the Chief Financial Officer of the Company confirming that there is no existing potential Event of Default or Event of Default;

(iii) copies of all annual information submitted to the Supervisory Authorities by the Company;

(iv) copy of the corporate social responsibility report of the Company; and

(v) such additional information or documents as the Debenture Trustee may reasonably request.

(c) Within 45 (forty five) calendar days after each Quarterly Date:

(i) certified copies of its un-audited consolidated and non-consolidated (if any) quarterly financial statements for the preceding fiscal quarter, prepared in accordance with Indian GAAP including its balance sheet, income statement and statement of cash flow;

(ii) details of financials, operations, portfolio growth and asset quality, funding data, in such form and manner as may be acceptable to the Debenture Holders;

(iii) a certificate signed by an authorised officer of the Company stating that the Company is in compliance with all the financial covenants;

(iv) details of the shareholding structure and composition/list of the board of directors in the Company (including any changes from the previous instance where such information was provided);

(v) copies of the returns filed with the Supervisory Authorities;

(vi) information in such form and manner acceptable to the Debenture Holders on:

(A) new products introduced or change in existing product features by the Company;

(B) new business correspondent relationships or discontinuance of existing relationships by the Company;

(C) geographical expansion to any new state by the Company;

(D) material changes to any information technology system or monthly reporting/information systems used by the Company;

(E) change in credit bureaus used by the Company;

(F) revisions in business plans of the Company;

(G) changes in accounting policy of the Company; and

(H) any fraud amounting to more than 1% of Gross Loan Portfolio.

(d) As soon as practicable, and in any event within 15 (fifteen) Business Days after the Company obtains or reasonably should have obtained actual knowledge thereof, notice of the occurrence of any event or circumstance that could reasonably be expected to result in a Material Adverse Effect.

(e) As soon as practicable, and in any event within 15 (fifteen) Business Days after the Company obtains or reasonably should have obtained actual knowledge thereof, notice of any dispute, litigation, investigation or other proceeding affecting the Company or its property or operations, which might, if adversely determined, have a Material Adverse Effect.

(f) As soon as practicable, and in any event within 15 (fifteen) Business Days after the Company obtains or reasonably should have obtained actual knowledge thereof obtains or reasonably, notice of the occurrence of any Event of Default or potential Event of Default including any steps taken to cure such event.

(g) As soon as practicable, and in any event within 15 (fifteen) Business Days, any prepayment, or the receipt of notice of any Financial Indebtedness of the Company declared to be due and payable or required to be prepaid other than by a regularly scheduled required prepayment, prior to the stated maturity thereof.

(h) As soon as practicable, and in any event within 15 (fifteen) Business Days after such default, notice of any default in the observance or performance of any agreement or condition relating to any Financial Indebtedness or contained in any instrument or agreement evidencing, securing or relating thereto or any other event shall occur or condition exist, the effect of which default or other event or condition is to cause or to permit the holder or holders of such Financial Indebtedness to cause (determined without regard to whether any notice is required) any such Financial Indebtedness to become due prior to its stated maturity.

(i) As soon as practicable, and in any event within 15 (fifteen) Business Days of receiving any notice of any application for winding up having been made or any statutory notice of winding up under the provisions of the Act or any other notice under any other statute relating to winding up or otherwise of any suit or other legal process intended to be filed or initiated against the Company.

(j) As soon as practicable and in any event within 15 (fifteen) Business Days of the occurrence of:

(i) any change in shareholding structure of the Company;

(ii) any change in the board of directors of the Company;

(iii) any change in senior management officials of the Company being the chief executive officer or any other official discharging similar functions and responsibilities;

(iv) any change in the statutory auditors of the Company;

(v) approval by the board of directors of the annual business plan of the Company;

(vi) any change in the accounting policy of the Company, which may have a Material Adverse Effect. PROVIDED THAT nothing in this Clause shall apply to a change in the accounting policy of the Company pursuant to Applicable Law; and

(vii) any change in its Constitutional Documents.

(k) As soon as practicable and in any event within 30 (thirty) calendar days of receipt of a request, such additional documents or information with respect to the financial condition, business and operations of the Company as the Debenture Trustee or the Debenture Holders, may reasonably request from time to time.

7.5 AFFIRMATIVE COVENANTS

(a) **Use of Proceeds**

The Company shall utilise the moneys received towards subscription of the Debentures for the Purpose in accordance with Applicable Law and procure and furnish to the Debenture Trustees a certificate from the Company's auditors in respect of the utilisation of funds raised by the issue of the Debentures. The Debenture Trustee shall provide a copy of the aforementioned certificate to the Debenture Holders within 5 (five) calendar days of receipt.

(b) **Compliance with Applicable Law**

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(i) The Company will obtain, comply with the terms of and do all that is necessary to maintain in full force and effect all licenses and authorisations necessary to enable it to lawfully enter into and perform its obligations under this DTD and the other Transaction Documents or to ensure the legality, validity, enforceability or admissibility in evidence in India of this DTD and the other Transaction Documents.

(ii) The Company will comply with:

(A) all Applicable Law (including but not limited to the Act and the MLD Guidelines), as applicable in respect of the Debentures and obtain such regulatory approvals as may be required from time to time;

(B) the Securities and Exchange Board of India (Debenture Trustee) Regulations, 1993 as in force from time to time, in so far as they are applicable to the Debentures and furnish to the Debenture Trustee such data, information, statements and reports as may be deemed necessary by the Debenture Trustee in order to enable them to comply with the provisions of Regulation 15 thereof in performance of their duties in accordance therewith to the extent applicable to the Debentures;

(C) the provisions of the Act in relation to the issue of the Debentures (including but not limited to any obligation of the Company to constitute any committee (including any audit committee, remuneration committee, stakeholders relationship committee etc.) on exceeding the prescribed threshold in accordance with Act or any rules thereunder); and

(D) procure that the Debentures are rated and a rating is continued until redemption of the Debentures.

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

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

(d) **Costs and expenses**

The Company shall pay all costs, charges and expenses in any way incurred by the Debenture Trustee towards protection of Debenture Holders' interests, including travelling and other allowances and such taxes, duties, costs, charges and expenses in connection with or relating to the Debentures subject to such expenses, costs or charges being approved in writing by the Company before they are incurred and shall not include any foreign travel costs.

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

The Company shall 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 and when required by the Debenture Trustee produce the receipts of such payment and also punctually pay and discharge all debts and obligations and liabilities which may have priority over the Debentures and observe, perform and comply with all covenants and obligations which ought to be observed and performed by the Company under the DTD.

(f) **Preserve corporate status**

(a) The Company shall diligently preserve and maintain its corporate existence and status and all acts, authorizations, consents, permissions, rules, regulations, orders and directions of any legislative, executive, administrative or judicial body applicable to its Assets or any part thereof.

(b) The Company will not do or voluntarily suffer or permit to be done any act or thing whereby its right to transact its business might or could be terminated or whereby payment of the principal of or interest on the Debentures might or would be hindered or delayed.

(g) **Pay stamp duty**

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

(h) **Furnish information**

(i) The Company shall provide to the Debenture Trustee or its representatives such information/copies of relevant extracts as they may require on any matters relating to the business of the Company or to investigate the affairs of the Company.

(ii) The Company shall allow the Debenture Trustee to make such examination and investigation as and when deemed necessary and shall furnish the Debenture Trustee with all such information as they may require and shall pay all reasonable costs, charges and expenses incidental to such examination and investigation.

(iii) Without prejudice to the foregoing, the Company undertakes that it will permit the Debenture Trustee to examine the books and records of the Company and to discuss the affairs, finances and accounts of the Company with, and be advised as to the same by, officers and independent accountants of the Company, all upon reasonable prior notice and at such reasonable times and intervals as the Debenture Trustee may reasonably request.

(iv) The Company shall furnish quarterly report to the Debenture Trustee (as may be required in accordance with SEBI/BSE guidelines or regulations) containing the following particulars:

(A) updated list of the names and addresses of the Debenture Holders;

(B) details of the interest due, but unpaid and reasons thereof;

(C) the number and nature of grievances received from the Debenture Holders and resolved by the Company; and

(D) a statement that the Charged Receivables are sufficient to discharge the claims of the Debenture Holders as and when they become due.

(v) The Company shall inform and provide the Debenture Trustee with applicable documents in respect of the following notice of any Event of Default or potential Event of Default.

(vi) The Company will provide all information, documents and data required to be provided pursuant to the reporting covenants above at all times until the Final Settlement Date, including without limitation any information on (i) winding up and other legal proceedings, and (ii) occurrence of a Material Adverse Effect.

(vii) The Company shall also facilitate and ensure and procure that any meetings that may be required by the Debenture Holders with the management team for periodical portfolio monitoring are set up in accordance with any requests made by the Debenture Holders. The Company will also provide all information, documents and data that may be required for such purpose.

(i) **Redressal of grievances**

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

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

The Company shall comply with the provisions of the Act relating to transfer of unclaimed/ unpaid amounts of interest on Debentures and redemption of Debentures to Investor Education and Protection Fund (IEPF), if applicable to it.

(k) **Corporate Governance; Fair Practice Code**

The Company shall comply with any corporate governance requirements applicable to the Company (as may be prescribed by the Supervisory Authorities or any stock exchange) and the fair practices code prescribed by the Supervisory Authorities.

(l) **Further assurances**

The Company shall:

(i) provide details of any litigation, arbitration or administrative proceedings that if determined adversely could have a Material Adverse Effect;

(ii) provide details of occurrence of any event or circumstance that could reasonably be expected to result in a Material Adverse Effect;

(iii) comply with any monitoring and/or servicing requests from Debenture Holders;

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

(m) **Security**

The Company hereby further agrees, declares and covenants with the Debenture Trustee as follows:

(i) the Debentures shall be secured by way of (i) a first ranking *pari passu* mortgage created over the Immovable Property by and under this DTD, and (ii) a first ranking exclusive continuing security by way of a first ranking exclusive charge on the Charged Receivables in favour of the Debenture Trustee for the benefit of the Debenture Holders on or prior to the Deemed Date of Allotment;

(ii) the Debentures shall be further secured/supported by PDCs to be provided for the benefit of the Debenture Holders on or prior to the Deemed Date of Allotment;

(iii) all the Charged Receivables that will be charged to the Debenture Trustee shall always be kept distinguishable and held as the exclusive property of the Company specifically appropriated to this Security and be dealt with only under the directions of the Debenture Trustee;

(iv) the Company shall not create any charge, lien or other encumbrance upon or over the Charged Receivables or any part thereof except in favour of the Debenture Trustee nor will it do or allow anything that may prejudice this Security. The Debenture Trustee shall be at liberty to incur all costs and expenses as may be necessary to preserve this Security and to maintain the same undiminished and claim reimbursement thereof;

(v) to create the security over the Charged Receivables as contemplated in the Transaction Documents on or prior to the Deemed Date of Allotment by executing the required duly stamped documents/instruments and to register and perfect the security interest created thereunder by filing Form CHG-9 with the concerned ROC and by ensuring and procuring that the Debenture Trustee files Form I with CERSAI in relation thereto as soon as practicable and no later than 30 (thirty) calendar days from the date of execution of the Deed of Hypothecation;

(vi) to create the security over the Immovable Property as contemplated in the DTD by duly stamping, executing and registering the DTD and to perfect the security interest created under the DTD by filing Form CHG-9 with the concerned ROC and by ensuring and procuring that the Debenture Trustee files Form I with CERSAI in relation thereto as soon as practicable and no later than 30 (thirty) calendar days after the date of execution of the DTD;

(vii) Until the Final Settlement Date, the Company shall, within 10 (ten) calendar days of the end of each month, provide a list of specific loan receivables/identified book debts over which charge is created and subsisting by way of hypothecation in favour of the Debenture Trustee (for the benefit of the Debenture Holders) and sufficient to maintain the Security Cover ("**Monthly Hypothecated Assets Report**") to the Debenture Trustee and/or the Debenture Holders;

(viii) to keep the Application Money in a designated bank account in the event the DTD and the other Transaction Documents are not executed or in the event the value of the Security Cover is not maintained/provided;

(ix) the Company shall, on each Top-up Date (as defined in the Deed of Hypothecation), add fresh receivables to the Charged Receivables so as to ensure that the Security Cover is maintained or to replace such Charged Receivables that do not satisfy the eligibility criteria prescribed in the Transaction Documents. PROVIDED THAT if any Client Loan comprising the Hypothecated Assets is overdue for more than 30 (thirty) calendar days, the Company shall replace such Loan(s) and creating a charge by way of hypothecation over additional or new specific loan receivables/identified book debts prior to providing the Monthly Hypothecated Asset Report;

(x) the Company shall, on a half yearly basis, as also whenever required by the Debenture Trustee, give full particulars to the Debenture Trustee of all the Charged Receivables from time to time and shall furnish and verify all statements, reports, returns, certificates and information from time to time and as required by the Debenture Trustee and furnish and execute all necessary documents to give effect to the Charged Receivables;

(xi) the security interest created on the Charged Receivables shall be a continuing security;

(xii) the Charged Receivables shall satisfy the eligibility criteria set out in the Transaction Documents;

(xiii) nothing contained herein shall prejudice the rights or remedies of the Debenture Trustee and/ or the Debenture Holders in respect of any present or future security, guarantee obligation or decree for any indebtedness or liability of the Company to the Debenture Trustee and/ or the Debenture Holders;

(xiv) the Debenture Holders shall have a beneficial interest in the moveable Assets of the Company which have been charged to the Debenture Trustee to the extent of the Outstanding Amounts of the Debentures under the DTD; and

(xv) forthwith upon demand by the Debenture Trustee, reimburse to the Debenture Trustee all amounts paid by the Debenture Trustee to reasonably protect the Charged Receivables and such amounts shall be deemed to be secured by the Charged Receivables;

(n) **Filings; Compliance with BSE requirements**

The Company hereby further agrees, declares and covenants with the Debenture Trustee as follows:

(i) while submitting half yearly / annual financial results in accordance with Regulation 52 of the LODR Regulations, the Company shall file with the BSE for dissemination, along with a noting certificate of the Debenture Trustee, containing, inter alia, the following information:

(A) credit rating (and any change thereto);

(B) asset cover, if required, accompanied with a half yearly certificate regarding maintenance of 100% asset cover in respect of the Debentures, by either a practicing company secretary or a practicing chartered accountant, within one month from the end of the half year;

(C) debt to equity ratio accompanied with a certificate of a practicing chartered accountant confirming such debt to equity ratio;

(D) previous Due Date for the payment of interest/principal and whether the same has been paid or not; and

(E) next Due Date for the payment of interest/principal;

(F) net worth;

(G) net profit after tax;

(H) earnings per share;

(ii) in accordance with Regulation 52 of the LODR Regulations, the Company shall file with the BSE the prescribed statements, financial statements and noting certificate of the Debenture Trustee within the timelines prescribed therein;

(iii) in accordance with Regulation 56 of the LODR Regulations, the Company shall submit the following to the Debenture Trustee:

(A) a copy of the annual report at the same time as it is issued and a copy of the certificate from the Company's auditors in respect of utilisation of funds raised by the issue of the Debentures, at the same time or at the end of each Financial Year until such funds have been fully utilized or the purpose for which such funds were intended has been achieved;

(B) a copy of all notices, resolutions and circulars relating to any new issue of non-convertible debt securities (at the same time as they are sent to shareholders/holders of non-convertible debt securities), the meetings of holders of non-convertible debt securities (at the same time as they are sent to the holders of non-convertible debt securities or advertised in the media including those relating to proceedings of the meetings);

(C) intimations regarding any revision in the rating or any default in timely payment of interest or redemption or both in respect of the non-convertible debt securities issued by the Company or any failure to create charge on the assets; and

(D) a copy of the statement, if any filed with the BSE in compliance of Regulation 52(7) of the LODR Regulations indicating material deviations, if any, in the use of funds raised by the issue of the Debentures from the object stated in the Debt Disclosure Documents.

(iv) in accordance with Regulation 58 of the LODR Regulations, the Company shall furnish the following to the Debenture Holders in the manner prescribed therein:

(A) physical copies of full annual reports to those Debenture Holders who request the same;

(B) notice of all meetings of the Debenture Holders specifically stating that the provisions for appointment of proxy in accordance with Section 105 of the Act shall be applicable for such meeting; and

(C) proxy forms for the Debenture Holders clearly providing the Debenture Holders to vote for each resolution in such a manner that they may vote either for or against each resolution;

(v) it will submit the following to the Debenture Trustee, within 30 (thirty) calendar days of each Quarterly Date:

(A) a certificate from the Director/Managing Director of the Company certifying the value of the book debts/receivables comprising the Charged Receivables; and

(B) a certificate from an independent chartered accountant giving the value of book debts/receivables comprising the Charged Receivables;

(vi) it will submit to the Debenture Trustee, on an annual basis, a certificate from the statutory auditor of the Company in relation to the value of the book debts/receivables comprising the Charged Receivables;

(vii) it will provide to the Debenture Trustee, a copy of the annual report at the same time as it is issued and a copy of the certificate from the Company's statutory auditors in respect of utilisation of funds raised by the issue of the Debentures, at the same time or at the end of each Financial Year until such funds have been fully utilized or the purpose for which such funds were intended has been achieved;

(viii) it will submit periodical status/performance reports within 7 (seven) calendar days of the relevant board meeting or within 45 (forty five) calendar days of each Quarterly Date, whichever is earlier;

(ix) it will furnish quarterly reports to the Debenture Trustee (as may be required in accordance with SEBI/BSE guidelines or regulations) with respect to the number and nature of grievances received from the Debenture Holders and (i) resolved by the Company, and (ii) unresolved along with the reasons thereof;

(x) it will keep the Debenture Trustee informed of all orders, directions and/or notices of all courts or tribunals affecting or likely to affect the Security (including the Charged Receivables);

(xi) the Company shall, forthwith upon demand by the Debenture Trustee, reimburse to the Debenture Trustee all amounts paid by the Debenture Trustee to reasonably protect the Charged Receivables and such amounts shall be deemed to be secured by the Charged Receivables.

(o) **Execution of Security Documents**

In the event of any delay in the execution of the documentation in respect of the Charged Receivables, the Company will, at the option of the Debenture Holders, either:

(i) refund the Application Money as set out in the DTD, to the Debenture Holders; or

(ii) pay to the Debenture Holders penal interest at the rate of 2% (two percent) per annum charged on the Outstanding Principal Amount in addition to the prevailing Interest Rate till the aforementioned documentation is duly executed.

(p) **Audit and Inspection**

(i) The Company shall permit visits and inspection of books of records, documents and accounts to the Secured Parties and their representatives as and when required by them.

(ii) The Company hereby authorizes the Debenture Holders to institute an audit on the Company at the Debenture Holder's cost, provided such audit and request for information does not interfere with the operations of the Company. The Company agrees to render reasonable assistance at its own cost to any enquiry, evaluation and/or audit performed by persons or institutes indicated by the Debenture Holder. The Debenture Holder shall notify the Company in writing if and when such an audit will take place. The findings of the audit will be discussed with the Company before finally being recorded in a report.

(q) **Independent Director**

The Company shall ensure that at all times until the Final Settlement Date, it has at least 1 (one) independent director, or such higher number of independent directors as may be required in accordance with Applicable Law (including the Act and the rules thereunder).

(r) **Books and Records**

The Company shall maintain its accounts and records in accordance with Applicable Law.

(s) Valuation

(i) The Company has appointed CARE Ratings Limited, a credit rating agency registered with SEBI, ("**Valuation Agent**") as the third party valuation agency in accordance with the MLD Guidelines.

(ii) The Company shall provide to the Debenture Holders, as and when requested by them, the valuation report of the Valuation Agent prepared in accordance with the MLD Guidelines.

(iii) The Company shall solely bear all costs incurred for valuation.

(iv) The Company shall make available the valuation reports of the Valuation Agent on its website, available at http://www.careratings.com/mld-valuation/Index.aspx.

7.6 NEGATIVE COVENANTS

The Company shall not take any action in relation to the items set out below without the prior written permission of the Debenture Trustee. The Debenture Trustee shall give its prior written approval/dissent within 15 (fifteen) Business Days of receipt of a request for approval, subject to such request being accompanied by the relevant information substantiating the request for the Debenture Holders and the Debenture Trustee to make a well-informed and meaningful decision.

(a) Change of business and Constitutional Documents

(i) Change the general nature of its business from that which is permitted as a non-banking financial company registered with the RBI.

(ii) Any changes to its constitutional documents.

(b) Dividend

If an Event of Default has occurred and is continuing, declare or pay any dividend to its shareholders (of equity shares or preference shares) during any Financial Year unless it has paid or made arrangements to pay (to the satisfaction of the Debenture Trustee) all the Secured Obligations to the Secured Parties up to the date on which the dividend is proposed to be declared or paid or has made satisfactory provisions thereof.

(c) Merger

Enter into any or propose to enter into any merger, de-merger, consolidation, re-organization, scheme of arrangement, compromise or settlement with its creditors or shareholders or effect any scheme of amalgamation or reconstruction or entering into negotiations with in relation to any of the foregoing.

(d) Compromise

Enter into any or propose to enter into any composition, compromise, assignment or arrangement with any creditor of the Company or entering into negotiations with in relation to any of the foregoing.

(e) Shareholding

(i) Except as otherwise required by Applicable Law, issue any additional shares or equity interests or permit any of its existing shares or equity interests to be transferred, sold, pledged or otherwise encumbered which would lead to:

(A) change in Control of the Company; or

(B) change in the shareholding pattern/ownership of the Company,

from that existing as on the date of the DTD.

(ii) The Company shall ensure that no change, modification or alteration (including any disposal) is made to or in respect of the Company's shareholding in any of its subsidiaries, joint ventures, affiliates or any other associate company until the Final Settlement Date.

(f) **Disposal of Assets**

Sell, transfer, or otherwise dispose of in any manner whatsoever any material Assets of the Company (whether in a single transaction or in a series of transactions (whether related or not) or any other transactions which cumulatively have the same effect) other than any securitization/portfolio sale of assets undertaken by the Company in its ordinary course of business that has the effect of exiting the current business of the Company or re-structuring of the existing business.

(g) **Change in Capital Structure**

(i) Permit or undertake any change in capital structure that would lead to a reduction in the paid-up capital or authorized capital of the Company.

(ii) Purchase or redeem any of its issued shares or reduce its share capital.

(iii) Buy-back any shares from its present or future shareholders.

(h) **Change in Promoter; Change of Control**

(i) Mr. Rajendra Setia ceasing to hold an executive position in the Company.

(ii) Any change in promoters (as defined in the 2013 Act) of the Company.

(iii) Without prejudice to paragraph (e) above, any change of Control from that subsisting as on the date of execution of the DTD.

(i) **Loans and Guarantees**

The Company shall not:

(i) make any loan, or provide any form of credit or financial accommodation, to any single person; or

(ii) give or issue any guarantee, indemnity, bond or letter of credit on behalf of any single person, in excess of 15% (fifteen percent) of the Net Worth of the Company.

(j) **Change in Auditor**

Except as required by Applicable Law, change its auditors from B S R & Co. LLP.

(k) **Investments**

The Company shall not make any investments or provide any financial assistance or guarantee to any of its subsidiaries, affiliates, joint ventures or any other associates of the Company.

(l) **Board Composition**

Any dissolution of the Control over the board of directors of the Company (other than due to the appointment of independent directors in accordance with the DTD and Applicable Law).

7.7 EVENTS OF DEFAULT

(a) **Payment Defaults**

The Company does not pay on the Due Date any amount payable pursuant to the DTD at the place and in the currency in which it is expressed to be payable, unless its failure to pay is caused by technical error and payment is made within 3 (three) calendar days of the relevant Due Date.

(b) **Financial Covenants**

Any breach of any financial covenants set out above that is not rectified within the time period prescribed by the Debenture Trustee (acting on the instructions of the Debenture Holders).

(c) **Insolvency/Inability to Pay Debts**

(i) The Company is unable or admits inability to pay its debts as they fall due, suspends making payments on any of its debts or, by reason of actual or anticipated financial difficulties, commences negotiations with one or more of its creditors with a view to rescheduling any of its Financial Indebtedness.

(ii) Without prejudice to (i) above, the commencement of an insolvency or bankruptcy process in respect of the Company under the (Indian) Insolvency and Bankruptcy Code, 2016 (to the extent applicable) or any other law relating to insolvency and bankruptcy applicable to the Company.

(d) **Business**

The Company without obtaining the prior consent of the Super Majority Debenture Holders ceases to carry on its business or gives notice of its intention to do so.

(e) **Misrepresentation**

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

(f) **Material Adverse Change**

(i) There shall have occurred a change in the business, operations, property, Assets, liabilities, condition (financial or otherwise) or prospects of the Company since the date hereof that has resulted in a Material Adverse Effect.

(ii) The occurrence of a Material Adverse Effect, in the sole determination of the Debenture Trustee (acting on the instructions on the Debenture Holders).

(g) **Cross Default**

The Company:

(i) defaults in any payment of any Financial Indebtedness beyond the earlier of (A) the period of grace, if any, provided in the instrument or agreement under which such Financial Indebtedness was created, or (B) 30 (thirty) calendar days;

(ii) defaults in the observance or performance of any agreement or condition relating to any Financial Indebtedness or contained in any instrument or agreement evidencing, securing or relating thereto or any other event shall occur or condition exist, the effect of which default or other event or condition is to cause or to permit the holder or holders of such Financial Indebtedness to cause (determined without regard to whether any notice is required) any such Financial Indebtedness to become due prior to its stated maturity; or

(iii) any Financial Indebtedness of the Company shall be declared to be due and payable, or required to be prepaid other than by a regularly scheduled required prepayment, prior to the stated maturity thereof.

(h) **Liquidation or Dissolution of the Company / Appointment of Receiver or Liquidator**

(i) Any corporate action, legal proceedings or other procedure or step is taken in relation to:

(A) the suspension of payments, a moratorium of any Financial Indebtedness, winding-up, dissolution, administration or re-organisation (by way of voluntary arrangement, scheme of arrangement or otherwise) of the Company;

(B) a composition, compromise, assignment or arrangement with any creditor of the Company;

(C) the appointment of a liquidator, receiver, administrative receiver, administrator, compulsory manager or other similar officer in respect of the Company; or

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(D) the Company, in respect of any reference or enquiry or proceedings commenced, before the National Companies Law Tribunal or under any mechanism or prescription of the RBI in respect of resolution/restructuring of stressed assets;

(E) enforcement of any security over any Assets of the Company or any analogous procedure or step is taken in any jurisdiction.

Any other event occurs or proceeding instituted under any Applicable Law that would have an effect analogous to any of the events listed in sub-Clauses (A) to (E) above.

(ii) Any petition for the re-organisation, arrangement, adjustment, winding up or composition of debts of the Company is filed on the Company (voluntary or otherwise) or have been admitted or makes an assignment for the benefit of its creditors generally and such proceeding is not contested by the Company for staying, quashing or dismissal within 30 (thirty) calendar days.

(i) **Creditors' Process and Expropriation**

(i) Any expropriation, attachment, garnishee, sequestration, distress or execution affects any material Assets of the Company and is not discharged within the earlier of (A) the period provided in any order of any competent court or tribunal relating to the aforementioned actions, or (B) 30 (thirty) calendar days.

(ii) Any expropriation, attachment, garnishee, sequestration, distress or execution affects any Charged Receivables or part thereof.

(iii) All or a material part of the undertaking, Assets, rights or revenues of the Company are condemned, seized, nationalised, expropriated or compulsorily acquired, or shall have assumed custody or control of the business or operations of the Company, or shall have taken any action for the dissolution of the Company, or any action that would prevent the Company, their member, or their officers from carrying on their business or operations or a substantial part thereof, by or under the authority of any Governmental Authority.

(j) **Judgment Defaults**

One or more judgments or decrees entered against the Company involving a liability (not paid or not covered by a reputable and solvent insurance company), individually or in the aggregate, exceeding 10% (ten percent) of the Total Assets of the Company provided such judgments or decrees are either final and non-appealable or have not been vacated, discharged or stayed pending appeal for any period of 30 (thirty) consecutive calendar days.

(k) **Transaction Documents**

The DTD or any other Transaction Document (in whole or in part), is terminated or ceases to be effective or ceases to be in full force or no longer constitutes valid, binding and enforceable obligations of the Company.

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(l) **Unlawfulness**

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

(m) **Repudiation**

The Company repudiates any of the Transaction Documents, or evidences an intention to repudiate any of the Transaction Documents.

(n) **Charged Receivables**

The Company creates or attempts to create any charge on the Charged Receivables or any part thereof that is in addition to the charge created under the relevant Transaction Document. For avoidance of doubt, it is clarified that the foregoing will not apply in case the Immovable Property is mortgaged by the Company in favour of various lenders/debenture trustees as security in respect of the borrowings of the Company.

(o) **Security in Jeopardy**

In the opinion of the Debenture Trustee, any of the Charged Receivables is in jeopardy including any depreciation in the value of the Charged Receivables to such an extent that in the opinion of the Debenture Trustee, there is a requirement to provide further security to the satisfaction of the Secured Parties and such additional security is not provided within 15 (fifteen) Business Days of written notice served by the Debenture Trustee.

(p) **Security**

(i) The Company fails to create security within the timelines prescribed in the Transaction Documents and/or in the manner prescribed in the Transaction Documents.

(ii) The value of the Charged Receivables is insufficient to maintain the Security Cover and the Company fails to maintain the Security Cover (including by way of providing additional/alternate security to the satisfaction of the Debenture Trustee) within the stipulated timelines prescribed in the relevant Transaction Document.

(iii) Any of the Transaction Documents fails to provide the security interests, rights, title, remedies, powers or privileges intended to be created thereby (including the priority intended to be created thereby), or such security interests fail to have the priority contemplated under the Transaction Documents, or the security interests become unlawful, invalid or unenforceable.

(iv) The Company creates or attempts to create any charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having similar effect over the Charged Receivables, without the prior consent of the Debenture Trustee.

(q) **Merger or Acquisition**

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The Company takes or permits to be taken any action for re-organisation of its capital or any rearrangement, merger or amalgamation.

(r) **Erosion of Net Worth**

The Net Worth of the Company erodes by 50% (fifty percent) or more (as determined on the basis of the most recent audited annual financial statements of the Company).

(s) **Breach of Other Covenants**

Any breach of any covenant or undertaking of the Company in the Transaction Documents (other than paragraphs (a) to (r) above), if capable of remedy, which is not cured within 60 (sixty) days of occurrence.

7.8 CONSEQUENCES OF EVENTS OF DEFAULT

If one or more events specified in Section 7.1 above occur(s), the Debenture Trustee may, in its discretion, and, upon request, in writing, of the Super Majority Debenture Holders or by a Super Majority Resolution duly passed at the meeting of the Debenture Holders, by a notice in writing to the Company initiate the following course of action:

(b) subject to Applicable Law, require the Company to mandatorily redeem the Debentures within 15 (fifteen) calendar days of the receipt of the notice and repay the principal amount on the Debentures, along with accrued but unpaid interest and other costs, charges and expenses incurred under or in connection with the DTD and other Transaction Documents;

(c) appoint any independent agency to inspect and examine the working of the Company and give a report to the Secured Parties. The Company shall give full co-operation and provide necessary assistance to such agency and bear all costs and expenses of the examination including the professional fees and travelling and other expenses;

(d) take all such other action expressly permitted under the DTD or in the other Transaction Documents or permitted under the Applicable Law;

(e) exercise such other rights as the Debenture Trustee may deem fit under Applicable Law to protect the interest of the Debenture Holders;

(f) enforce the charge over the Security provided in accordance with the terms of the Transaction Documents;

(g) subject to Section 69 of the Transfer of Property Act, 1882, sell, assign or otherwise liquidate or direct the Company to sell, assign or otherwise liquidate any or all of the Immovable Property, in such manner, at such time, at such place or places and on such terms as the Debenture Trustee may, in compliance with the requirements of law, determine in its absolute discretion and to take possession of the proceeds of any such sale or liquidation;

(h) receive all rents and profits thereof without any disturbance or hindrance from the Company and to retain all cash proceeds received or receivable by the Company in respect of the Immovable Property and to use such funds, in whole or part, towards repayment of the Company's obligations to the Secured Parties under these presents;

(i) execute documents including re-conveyance and re-transfer of Immovable Property or the conveyance in case of sale, assignment or transfer of the Immovable Property in exercise of the power of sale herein contained or transfer of mortgage or other assurance required to be executed by the Debenture Trustee shall if executed by any authorized officer of the Debenture Trustee be deemed as good and effectual as if the Debenture Trustee had authorized such person to execute the same; and

(j) exercise any other right that the Secured Parties may have under the Transaction Documents or under Applicable Law.

7.9 VALUATION AGENCY AND VALUATION REPORTS

The Issuer has entered into valuation agreement(s) with CARE Ratings Limited, a SEBI registered credit rating agency for the valuation of the Debentures ("Valuation Agent") in accordance with the MLD Guidelines. The Valuation Agent shall publicly publish on its website and provide to the Issuer value of the Debentures at a frequency which is not less than once in a calendar week. The Issuer shall also make available the valuation report of the Valuation Agent on its website at http://www.careratings.com/mld-valuation/Index.aspx. Further, the Issuer shall also arrange to provide to an Investor the value of the Debentures, whenever requested by such Investor. The cost of valuation shall be in the range of 0.05% p.a. to 0.15% p.a. of issue size and shall be borne by the Issuer with respect to the valuation of the Debentures. The Issuer shall bear all further costs with respect to the valuation of the Debentures, and no Investor shall be liable for any such costs.

The latest and all historical valuation reports for the Debentures are available on the website of the Issuer, at www.skfin.in and on the website of the Valuation Agent.

SECTION 8: OTHER INFORMATION AND APPLICATION PROCESS

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

8.1 Mode of Transfer/Transmission of Debentures

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

8.2 Debentures held in Dematerialised Form

The Debentures shall be held in dematerialised form and no action is required on the part of the Debenture Holder(s) for redemption purposes and the redemption proceeds will be paid by cheque/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.

8.3 Debenture Trustee for the Debenture Holder(s)

The Issuer has appointed Beacon 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 DTD, *inter alia*, specifying the powers, authorities and obligations of the Debenture Trustee and the Issuer. The Debenture Holder(s) shall, without further act or deed, be deemed to have irrevocably given their consent to the Debenture Trustee or any of its agents or authorized officials to do all such acts, deeds, matters and things in respect of or relating to the Debentures as the Debenture Trustee may in its absolute discretion deem necessary or require to be done in the interest of the Debenture Holder(s). Any payment made by the Issuer to the Debenture Trustee on behalf of the Debenture Holder(s) shall discharge the Issuer *pro tanto* to the Debenture Holder(s). The Debenture Trustee will protect the interest of the Debenture Holder(s) in regard to the repayment of principal and coupon thereon and they will take necessary action, subject to and in accordance with the Debenture Trustee Agreement and the DTD, at the cost of the Issuer. No Debenture Holder shall be entitled to proceed directly against the Issuer unless the

Debenture Trustee, having become so bound to proceed, fails to do so. The Debenture Trustee Agreement and the DTD shall more specifically set out the rights and remedies of the Debenture Holder(s) and the manner of enforcement thereof.

8.4 Sharing of Information

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

8.5 Debenture Holder not a Shareholder

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

8.6 Modification of Debentures

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

Any other change or modification to the terms of the Debentures shall require approval by the Majority Debenture Holders.

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.

8.7 Right to accept or reject Applications

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

8.8 Notices

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

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Any communication or notice made or delivered by any Party and the Debenture Holders under or in connection with the Transaction Documents will only be effective:

(a) if by way of e-mail, when received on a Business Day during business hours;

(b) if by way of fax, when received in legible form on a Business Day during business hours; or

(c) if by way of letter, when it has been left at the relevant address or 2 (two) Business Days after being deposited in the speed post or registered post, in an envelope addressed to it at that address,

and, if a particular department or officer is specified as part of its address details provided under the Transaction Documents, if addressed to that department or officer.

8.9 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.

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

8.10 Application Procedure

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

8.11 Fictitious Applications

All fictitious applications will be rejected.

8.12 Basis of Allotment

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

8.13 Payment Instructions

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The Application Form should be submitted directly. The entire Initial Subscription Amount per Debenture is payable along with the making of an application. Applicants can remit the application amount through RTGS on Pay-in Date. The RTGS details of the Issuer are as under:

NAME	ESS KAY FINCORP LTD
ACCOUNT NO.	409001042376
IFSC CODE	RATN0000088
BANK NAME	RBL BANK LIMITED
BRANCH	Lower Parel (West)
ACCOUNT TYPE	CURRENT ACCOUNT

8.14 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) Mutual Funds
(b) NBFCs
(c) Provident Funds and Pension Funds
(d) Corporates
(e) Banks
(f) Foreign Institutional Investors (FIIs)
(g) Qualified Foreign Investors (QFIs)
(h) Foreign Portfolio Investors (FPIs)
(i) Insurance Companies
(j) Any other person (including an individual or a group of individuals) eligible to invest in the Debentures.

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

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

8.15 Procedure for Applying for Dematerialised Facility

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

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

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

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

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

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

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

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

8.16 Depository Arrangements

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

8.17 List of Beneficiaries

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

8.18 Application under Power Of Attorney

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

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

8.19 Procedure for application by Mutual Funds and Multiple Applications

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

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

(a) SEBI registration certificate
(b) Resolution authorizing investment and containing operating instructions
(c) Specimen signature of authorized signatories

8.20 Documents to be provided by potential 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)

8.21 Applications to be accompanied with Bank Account Details

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

8.22 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 obtains 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.

8.23 Mode of Payment

All payments must be made through cheque(s) demand draft(s), NEFT/RTGS as set out in the Application Form.

8.24 Effect of Holidays

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

8.25 Tax Deduction at Source

(a) All payments to be made by the Company to the Debenture Holders under the Transaction Documents shall be made free and clear of and without any Tax deduction unless the Company is required to make a Tax deduction pursuant to Applicable Law.

(b) The Company shall promptly upon becoming aware that it must make a Tax deduction (or that there is any change in the rate or the basis of a Tax deduction) notify the Debenture Trustee accordingly.

(c) If the Company is required to make a Tax deduction, it shall make that Tax deduction and any payment required in connection with that Tax deduction within the time allowed and in the minimum amount required by Applicable Law.

(d) Within the earlier of (i) 60 (sixty) calendar days of making either a Tax deduction or any payment required in connection with that Tax deduction or (ii) 60 (sixty) calendar days of each Due Date, the Company shall deliver to the Debenture Trustee evidence reasonably satisfactory to the Debenture Trustee that the Tax deduction has been made or (as applicable) any appropriate payment paid to the relevant Tax authority.

8.26 Letters of Allotment/Credit of Allotment

The letter of allotment, indicating allotment of the Debentures or the actual credit of the Debentures, will be credited in dematerialised form within 5 (Five) Business Days from the Deemed Date of Allotment.

8.27 Deemed Date of Allotment

All the benefits under the Debentures will accrue to the Investor from the specified Deemed Date of Allotment. The Deemed Date of Allotment for the Issue is June 7, 2019 by which date the Investors would be intimated of allotment.

8.28 Record Date

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

8.29 Refunds

For applicants whose applications have been rejected or allotted in part, refund orders will be dispatched within 7 (seven) days from the Deemed Date of Allotment of the Debentures.

In case the Issuer has received money from applicants for Debentures in excess of the aggregate of the application money relating to the Debentures in respect of which allotments have been made, the R&T Agent shall upon receiving instructions in relation to the same from the Issuer repay the moneys to the extent of such excess, if any.

8.30 PAN Number

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

8.31 Payment on Redemption

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

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

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

Disclaimer: Please note that only those persons to whom this Information Memorandum has been specifically addressed are eligible to apply. However, an application, even if complete in all respects, is liable to be rejected without assigning any reason for the same. The list of documents provided above is only indicative, and an investor is required to provide all those documents / authorizations / information, which are likely to be required by the Issuer. The Issuer may, but is not bound to, revert to any investor for any additional documents / information, and can accept or reject an application as it deems fit. 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 9: DECLARATION

The Issuer declares that all the relevant provisions in the regulations/guideline issued by SEBI and other applicable laws have been complied with and no statement made in this Information Memorandum is contrary to the provisions of the regulations/guidelines issued by SEBI and other applicable laws, as the case may be. The information contained in this Information Memorandum is as applicable to privately placed debt securities and subject to 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**
(Erstwhile Ess Kay FincorpLimited)

Authorised Signatory

Name: Abhinav Gupta
Title: Assistant Manger
Date: 31.05.2019

ANNEXURE I: COPY OF THE RATING RATIONALE

Ratings

CRISIL
An S&P Global Company

CONFIDENTIAL

TCHFL/224192/PPMLD/05302019
May 30, 2019

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

Dear Mr. Vivek Singh,

Re: CRISIL Rating for the Rs.50 Crore Long-Term Principal Protected Market Linked Debentures of Ess Kay Fincorp Limited

We refer to your request for a rating for the captioned Long Term Principal Protected Market Linked Debentures.

CRISIL has, after due consideration, assigned a **"CRISIL PP-MLD A r/Stable"** (pronounced "CRISIL PP-MLD A r rating with Stable outlook") rating to the captioned debt instrument. Instruments with this rating are considered to have adequate degree of safety regarding timely servicing of financial obligations. Such instruments carry low credit risk.

A prefix of 'PP-MLD' indicates that the instrument is a principal-protected market-linked debenture. The terms of such instruments indicate that while the issuer promises to pay back the face value/principal of the instrument, the coupon rates of these instruments will not be fixed, and could be linked to one or more external variables such as commodity prices, equity share prices, indices, or foreign exchange rates. The 'r' suffix indicates that payments on the rated instrument have significant risks other than credit risk. The terms of the instrument specify that the payments to investors will not be fixed, and could be linked to one or more external variables such as commodity prices, equity indices, or foreign exchange rates. This could result in variability in returns because of adverse movement in value of the external variables, and/or possible material loss of principal on early redemption of the instrument. The risk of such adverse movement in price / value is not addressed by the rating.

For the purpose of issuance of the captioned debt instrument, this letter is valid for 180 calendar days from the date of the letter. In the event of your company not placing the above instrument within this period, or in the event of any change in the size/structure of your proposed issue, the rating shall have to be reviewed and a letter of revalidation shall have to be issued to you. Once the instrument is issued, the above rating is valid throughout the life of the captioned debt instrument.

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

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

Should you require any clarifications, please feel free to contact us.

With warm regards,

Yours sincerely,

Ajit Velonie
Director - CRISIL Ratings

Nivedita Shibu
Associate Director - CRISIL Ratings

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

CRISIL House, Central Avenue, Hiranandani Business Park, Powai, Mumbai – 400076. Phone +91 22 3342 3000 | Fax: +91 22 4040 5800

ESS KAY

ANNEXURE II: COPY OF THE CONSENT LETTER FROM THE DEBENTURE TRUSTEE

BEACON

5435/BTL/CL/MUM/19-20/DEB/18
Date: May 29, 2019

Ess Kay Fincorp Limited
G1-2, New Market,
Khasa Kothi, Jaipur,
Rajasthan-302001

Kind Attn: - Mr. Vivek Singh

Dear Sir,

Sub: Consent to act as Debenture Trustee for Listed, Secured, Marked Linked Debentures, Redeemable, Non-Convertible Debentures aggregating upto Rs. 50 Crores

This is with reference to the discussion we had with you regarding appointment of Beacon Trusteeship Ltd. as Debenture Trustee for Listed, Secured, Marked Linked Debentures, Redeemable Non-Convertible Debentures aggregating upto Rs. 50 Crores to be raised by your company.

In this regards it would indeed be our pleasure to be associated with your esteemed organization as Debenture Trustee. In this connection, we confirm our acceptance to act as Debenture Trustee for the same.

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.

Looking forward to a long and fruitful association with your esteemed organization.

Yours faithfully,

For Beacon Trusteeship Limited

Authorised Signatory

BEACON TRUSTEESHIP LTD.
Corporate Office : 4C & D , Siddhivinayak Chambers, Gandhi Nagar, Opp MIG Cricket Club, Bandra East (E), Mumbai 400051
Regd Office: F/201, Jai Balaji CHS Ltd, Plot no 29, Sector 6, Nerul, Thane, Maharashtra 400706 | CIN: U74999MH2015PLC271288
Phone : 022-26558759 | Email : contact@beacontrustee.co.in | Website . www.beacontrustee.co.in

ESS KAY

ANNEXURE III: APPLICATION FORM

ESS KAY FINCORP LIMITED
A public limited company incorporated under the Companies Act, 1956
Date of Incorporation: November 21, 1994
Registered Office: G1&2, New Market, Khasa Koti Circle, Jaipur, Rajasthan - 302006
Telephone No: [0141-4161300-500]
Website: [www.skfin.in]

DEBENTURE SERIES APPLICATION FORM SERIAL NO.									

ISSUE OF 4,000 RATED, SENIOR, SECURED, LISTED, TRANSFERABLE, REDEEMABLE, PRINCIPAL PROTECTED MARKET LINKED NON-CONVERTIBLE DEBENTURES ("DEBENTURES" OR "NCDS") OF FACE VALUE OF INR 1,00,000 (INDIAN RUPEES ONE LAKH) EACH, AGGREGATING UP TO INR 40,00,00,000 (INDIAN RUPEES FORTY CRORE) ON A PRIVATE PLACEMENT BASIS.

RS___________ (RUPEES _____________________________), PAID UP FOR CASH

DEBENTURE SERIES APPLIED FOR:

Number of Debentures: __________ In words: __________________________ Only

Amount Rs.__________ __In words Rupees: __________________________ Only

DETAILS OF PAYMENT:

Cheque / Demand Draft / RTGS
No. __________ Drawn on __________________________________

Funds transferred to Ess Kay Fincorp Limited
dated __________

Total Amount Enclosed
(In Figures) Rs._________________ (In words)________________________ Only

APPLICANT'S NAME IN FULL (CAPITALS)	**SPECIMEN SIGNATURE**

APPLICANT'S ADDRESS

ADDRESS					
STREET					
CITY					
PIN		**PHONE**		**FAX**	

APPLICANT'S PAN/GIR NO. ____________ IT CIRCLE/WARD/DISTRICT ___________

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

We have read and understood the Information Memorandum and the terms and conditions of the issue of Debentures contained therein including the risk factors described in the Information Memorandum and have considered these in making our decision to apply. We bind ourselves to the terms and conditions set out in the Information Memorandum and the terms and conditions of the issue of Debentures contained therein and wish to apply for allotment of these Debentures. We request you to please place our name(s) on the Register of Debenture Holders.

Name of the Authorised Signatory(ies)	Designation	Signature

Applicant's Signature:

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

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

Applicant Bank Account : (Settlement by way of Direct Credit / ECS / NEFT/RTGS/other permitted mechanisms)	Beneficiary Bank Name: Account No: IFSC Code: Branch:

FOR OFFICE USE ONLY
DATE OF RECEIPT _____________ DATE OF CLEARANCE _______________

(Note: Cheque and Drafts are subject to realisation)

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

We understand that: i) in case of allotment of Debentures to us, our Beneficiary Account as mentioned above would get credited to the extent of allotted Debentures, ii) we must ensure that the sequence of names as mentioned in the Application Form matches the sequence of name held with our Depository Participant, iii) if the names of the 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.

Applicant's
Signature

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

(Note : Cheque and Drafts are subject to realisation)

--(TEAR HERE)--

ACKNOWLEDGMENT SLIP

(To be filled in by Applicant) **SERIAL NO.**	1	-	-	-	-	-	-	-	-

Received from ____

Address ____
____
Cheque/Draft/UTR # _____________ Drawn on _____________________________ for Rs. ____________ on account of application of ____________________ Debenture

INSTRUCTIONS

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

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

3. Application form, duly completed in all respects, must be submitted with the respective Collecting Bankers. Cheque(s)/Demand Draft(s) should be drawn in favour of "ESS KAY FINCORP LIMITED" and crossed **"A/C Payee Only"** Cheque(s)/Demand Draft(s) may be drawn on any scheduled bank and payable at Lower Parel (West), Mumbai. The payment can also be made through RTGS as per the following details:

Beneficiary name	ESS KAY FINCORP LIMITED
Beneficiary account no.	409001042376
Beneficiary address	One Indiabulls Centre, Tower 2B, 3rd Floor, 841, Senapati Bapat Marg, Lower Parel West, Mumbai – 400 013.
Beneficiary bank	RBL BANK LIMITED
Account type	Current
IFSC code	RATN0000088

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

a) for adjustment against allotment of securities; or
b) for the repayment of monies where the company is unable to allot securities.

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

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

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