

# (a.k.) A. K. Stockmart Pvt. Ltd.



**Non-Convertible Debentures** Of

**CREDITACCESS GRAMEEN LIMITED** November 14, 2022 - December 2, 2022





## CREDITACCESS GRAMEEN LIMITED

## **INVESTMENT RATIONALE**

- i. PUBLIC ISSUE OF SECURED REDEEMABLE NON-CONVERTIBLE DEBENTURES OF FACE VALUE OF ₹1,000 EACH, ("NCDs" OR "DEBENTURES"), FOR AN AMOUNT UPTO ₹250 CRORE ("BASE ISSUE SIZE") WITH AN OPTION TO RETAIN OVERSUBSCRIPTION UP TO ₹250 CRORES, AGGREGATING UP TO ₹ 500 CRORES ("TRANCHE I ISSUE") WHICH IS WITHIN THE SHELF LIMIT OF ₹1,500 CRORES ("SHELF LIMIT") AND IS BEING OFFERED BY WAY OF THE TRANCHE I PROSPECTUS CONTAINING INTER ALIA THE TERMS AND CONDITIONS OF TRANCHE I ISSUE ( "TRANCHE I PROSPECTUS"), WHICH SHOULD BE READ TOGETHER WITH THE SHELF PROSPECTUS DATED NOVEMBER 4, 2022 (THE "SHELF PROSPECTUS" AND COLLECTIVELY WITH THE TRANCHE I PROSPECTUS, THE "PROSPECTUS")
- ii. Credit Rating of IND AA-/Stable for an amount of Rs. 1,500 Crores, by India Ratings & Research Private Limited by way of their rating letter dated August 4, 2022 and further revalidated vide letter dated September 8, 2022.
- iii. The NCDs are proposed to be listed on National Stock Exchange of India Limited ("NSE") and BSE Limited ("BSE"). For the purpose of the Issue, NSE shall be the Designated Stock Exchange.

#### **COMPANY PROFILE**

- i. CreditAccess Grameen Limited ("CA Grameen") is a leading Indian micro-finance institution headquartered in Bengaluru, focused on providing joint liability group loans and micro-loans primarily to women customers predominantly in rural areas in India. According to MicroFinance Institutions Network, India, CA Grameen was the largest NBFC- MFI in India in terms of the gross loan portfolio as of March 2022.
- ii. **As of September 30, 2022, CA Grameen had presence in 333 districts in the 14 states** (Karnataka, Maharashtra, Madhya Pradesh, Tamil Nadu, Kerala, Odisha, Chhattisgarh, Goa, Bihar, Jharkhand, Gujarat, Rajasthan, Uttar Pradesh and West Bengal) and one union territory (Puducherry) in India through 1,684 branches and 16,018 employees, serving an active consolidated customer base of 38.0 lakhs, as of September 30, 2022.
- iii. CA Grameen's Gross AUM (consolidated) was Rs. 16,539.11 crore as of September 30, 2022.
- iv. CA Grameen offers a diverse suite of lending products that cater to the critical needs of the customers throughout their life cycle and includes income generation, health care, education, festival celebration, home improvement, water, and sanitation. CA Grameen focuses predominantly on customers in rural areas in India, who largely lack access to the formal banking sector and present a latent opportunity for offering microloans.
- v. CA Grameen's focus customer segments are women having an annual household income of up to Rs 300,000 as per the new microfinance regulations announced by RBI in March 2022. CA Grameen provides loans primarily under the joint liability group ("JLG") model. The company's primary focus is to provide income generation loans to its customers. CA Grameen also provides other categories of loans such as family welfare loans, home improvement loans, and emergency loans to their existing customers.
- vi. Further, the company also provides individual retail finance loans "Unnati Loans" to their existing customers who had been their customers for at least two years and fulfill certain other eligibility criteria linked primarily to their credit history with them, income, and business position.
- vii. CA Grameen's consolidated operations are well-diversified at the district level, with no single district contributing more than 4% to their consolidated Gross AUM as of September 30, 2022. Further, out of a total of 333 districts where the company had branches as of September 30, 2022, around 92% of these districts individually represent less than 1% of the Company's consolidated Gross AUM.
- viii. CA Grameen's promoter is CreditAccess India N.V., a multinational company specializing in MSE financing (micro and small enterprise financing) backed by institutional investors. The Promoter has provided capital funding to CA Grameen from time to time and provides the company with access to potential fundraising opportunities in the debt capital markets including subscribing to compulsory convertible debentures in the Fiscal 2021.

## **STRENGTHS**

## i. Customer-centric business model resulting in high customer retention

CA Grameen has a high Active Customer Retention Rate of 84% as of March 31, 2022, on a standalone basis. During the past three financial years, their focus has been on retaining the existing borrowers, whilst consciously adding new borrowers with a deep rural focus. The company follows a multi-pronged approach to customer engagement, which comprises the following key elements: Product offerings across the entire customer life-cycle, Tailor-made product offerings providing flexibility to customers, Focus on customer engagement, Regular feedback and timely grievance resolution. The Company has recently been certified with "Gold Level" under the new client protection certification methodology developed by Cerise and SPTF (Social Performance Task Force) in June 2022.

# ii. Deep penetration in Rural areas built through calibrated, contiguous district based expansion

CA Grameen's management believes that their deep penetration in rural areas, built through a contiguous district-based expansion strategy provides them with significant scale and diversification advantages. CA Grameen's contiguous expansion provides significant scale and diversification advantages including familiarity of the loan officers with demographics of nearby districts enables effective customer evaluation and better servicing.

## iii. Robust customer selection and risk management policies resulting in healthy asset quality

CA Grameen's management follows robust customer selection and risk management policies, which have resulted in healthy asset quality and lower credit costs. The company follows a systematic methodology in the selection of new geographies where they open branches, which takes into account factors such as the historic PAR% of the proposed district, competition in the new geographies, potential for micro-lending and socio-economic risk evaluation (for e.g., the risk of communal riots or natural disasters). CA Grameen effective credit risk management is reflected in their portfolio quality indicators such as robust repayment rates, stable PAR and low rates of GNPA backed by adequate provisioning cover.

# iv. Strong track record of financial performance and operating efficiency

CA Grameen's Gross AUM (consolidated) was Rs. 16,539.11 crore as of September 30, 2022. Disbursements across their financing products for the half year ended September 30, 2022 (consolidated) was Rs 6,520.60 crore and their net interest income (representing interest income plus income from direct assignment of outstanding loans reduced by finance costs) for half year ended September 30, 2022 (consolidated) was Rs 977.70 crore. CA Grameen's Profit after tax for the half year ended September 30, 2022 (consolidated) and the financial years ended March 31, 2022 (consolidated), 2021 (consolidated) and 2020 (consolidated) was ₹315.71 crore, ₹357.10 crore, ₹131.40 crore and ₹335.49 crore, respectively.

# v. Professional management team with extensive domain experience

CA Grameen is a professionally managed company, and their senior management team has an established track record in the financial services industry. The company has strengthened its top management team by creating positions of Deputy CEO & Chief Business Officer, Chief Risk Officer, Chief Technology Officer, Chief Audit Officer and Chief Information Security Officer in addition to their MD & CEO and CFO. The company's MD & CEO, Udaya Kumar Hebbar, has over 31 years of experience in the banking industry.

# vi. Diversified sources of borrowings and effective asset-liability management

CA Grameen's funding sources are varied, as they believe that a diversified debt profile ensures that they are not overly dependent on any one type or source for funding. On a consolidated basis, as of March 31, 2022, company had total borrowings aggregating to Rs 12,920.69 crore, comprising debt securities of Rs 1,418.10 crore, borrowings (other than debt securities) of Rs 11,424.85 crore, and subordinated liabilities of Rs 77.74 crore. Further on a consolidated basis as of September 30, 2022 the company had total borrowings aggregating to Rs. 12,308.16 crore, comprising debt securities of Rs.1,094.90 crore, borrowings (other than debt securities) of Rs. 11,131.84 crore, and subordinated liabilities of Rs 81.42 crore

**CREDITACCESS GRAMEEN LIMITED** A. K. Stockmart

## **ISSUE STRUCTURE**

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Deemed date of Allotment EBI Committee thereof and notified to the Designated Stock Exchanges. The actual Allotment of NCDs may take place on a date other than the Deemed Date of Allotment. All benefits relating to	(movable/ immovable/ tangible etc.) type of charge (pledge/ hypothecation/ mortgage etc.), date of creation of security/ likely date of creation of security, minimum security cover, revaluation, replacement of security, interest of the debenture holder over and above the coupon rate as specified in the Debenture	
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## Notes:

\*\*In terms of Regulation 7 of the SEBI NCS Regulations, the Company will undertake this public issue of the NCDs in dematerialised form.

\*\*The subscription list shall remain open at the commencement of banking hours and close at the close of banking hours for the event of such early closure of extension subscription list of the Issue, the Company shall ensure that notice of such early closure or extensions is given to the prospective investors through an advertisement in an English daily national newspaper and a regional daily with wide circulation where the registered office of the Company is located on or before such earlier date or extended date of closure. Applications Forms for the Tranche I Issue will be accepted only from 10:00 a.m. (Indian Standard Time) or such extended time as may be permitted by the Stock Exchanges, on Working Days during the Tranche I Issue Period. On the Tranche I Issue Closing Date, Application Forms will be accepted only from 10:00 a.m. and 3:00 p.m. (Indian Standard Time) and uploaded until 5:00 p.m. (Indian Standard Time) or such extended time as may be permitted by BSE. For further details please see "General Information" on page 19 of Tranche I

# **INVESTOR CATEGORIES AND ALLOTMENT**

Category I	Category II	Category III	Category IV
Institutional Investors	Non-Institutional Investors	High Net-worth Individuals ("HNIs")	Retail Individual Investors
<ul> <li>Public financial institutions, scheduled commercial banks, Indian multilateral and bilateral development financial institutions which are authorised to invest in the NCDs;</li> <li>Provident funds and pension funds each with a minimum corpus of ₹ 25 crores, superannuation funds and gratuity funds, which are authorised to invest in the NCDs;</li> <li>Alternative Investment Funds, subject to investment conditions applicable to them under the Securities and Exchange Board of India (Alternative Investment Funds) Regulations, 2012;</li> <li>Resident Venture Capital Funds registered with SEBI;</li> <li>Insurance companies registered with the IRDAI;</li> <li>State industrial development corporations;</li> <li>Insurance funds set up and managed by the army, navy, or air force of the Union of India;</li> <li>Insurance funds set up and managed by the Department of Posts, the Union of India;</li> <li>Systemically Important Non-Banking Financial Company registered with the RBI and having a networth of more than ₹ 500 crores as per the last audited financial statements;</li> <li>National Investment Fund set up by resolution no. F.No. 2/3/2005-DDII dated November 23, 2005 of the Government of India published in the Gazette of India; and</li> <li>Mutual funds registered with SEBI.</li> </ul>	<ul> <li>Companies within the meaning of Section 2(20) of the Companies Act, 2013;</li> <li>Statutory bodies/ corporations and societies registered under the applicable laws in India and authorised to invest in the NCDs;</li> <li>Co-operative banks and regional rural banks;</li> <li>Trusts including public/private charitable/religious trusts which are authorised to invest in the NCDs;</li> <li>Scientific and/or industrial research organisations, which are authorised to invest in the NCDs;</li> <li>Partnership firms in the name of the partners; and</li> <li>Limited liability partnerships formed and registered under the provisions of the Limited Liability Partnership Act, 2008 (No. 6 of 2009).</li> <li>Association of Persons; and</li> <li>Any other incorporated and/ or unincorporated body of persons.</li> </ul>	■ Resident Indian individuals or Hindu Undivided Families through the Karta applying for an amount aggregating to above ₹ 1,000,000 across all options of NCDs in the Issue.	■ Resident Indian individuals or Hindu Undivided Families through the Karta applying for an amount aggregating up to and including ₹ 10,00,000 across all Options / Series of NCDs in the Issue and shall include Retail Individual Investors, who have submitted bid for an amount not more than ₹ 5,00,000 in any of the bidding options in the Issue (including HUFs applying through their Karta and does not include NRIs) though UPI Mechanism.

## **APPLICATIONS CANNOT BE MADE BY**

The following categories of persons, and entities, shall not be eligible to participate in the Issue and any Applications from such persons and entities are liable to be rejected:

- a. Minors without a guardian name\* (A guardian may apply on behalf of a minor. However, the name of the guardian will also need to be mentioned on the Application Form);
- b. Foreign nationals, NRI inter-alia including any NRIs who are (i) based in the USA, and/or, (ii) domiciled in the USA, and/or, (iii) residents/citizens of the USA, and/or, (iv) subject to any taxation laws of the USA;
- c. Persons resident outside India and other foreign entities;
- d. Foreign Institutional Investors;
- e. Foreign Portfolio Investors;
- Non Resident Indians;
- Qualified Foreign Investors;
- Overseas Corporate Bodies;
- i. Foreign Venture Capital Funds; and

j. Persons ineligible to contract under applicable statutory, requirements. \* Applicant shall ensure that guardian is competent to contract under Indian Contract Act, 1872

**Specific terms for NCDs** 

Series	I	II	III	IV*	V	VI
Frequency of Interest Payment	Monthly	Cumulative	Monthly	Cumulative	Monthly	Cumulative
Minimum Application	₹ 10,000 (10 NCDs) across all series					
In Multiples of thereafter (₹)	₹ 1,000 (1 NCD)					
Face Value/ Issue Price of NCDs (₹/ NCD)	₹ 1,000					
Tenor	24 months	24 months	36 months	36 months	60 months	60 months
Coupon (% per annum) for NCD Holders in all Categories	9.45%	NA	9.60%	NA	10.00%	NA
Effective Yield (% per annum) for NCD Holders in all Categories	9.83%	9.83%	10.02%	10.02%	10.46%	10.46%
Mode of Interest Payment	Not Applicable					
Redemption Amount (₹ / NCD) on Maturity for NCD Holders in all Categories	₹1,000	₹1,206.57	₹1,000	₹1,332.07	₹1,000	₹1,644.91
Maturity / Redemption Date (from the Deemed Date of Allotment)	24 months	24 months	36 months	36 months	60 months	60 months
Put and Call Option	Not Applicable					

<sup>\*</sup>The Company shall allocate and allot Series IV NCDs wherein the Applicants have not indicated the choice of the relevant NCD Series

With respect to Series where interest is to be paid on a monthly basis, relevant interest will be paid on the same date of each month from the Deemed Date of Allotment on the face value of the NCDs. The last interest payment under monthly Series will be made at the time of redemption of the NCDs. Subject to applicable tax deducted at source, if any. For further details, please see the section entitled "Statement of Possible Tax Benefits" on page 32 of the Tranche I Prospectus.

Please refer to "Annexure C" of the Tranche I Prospectus, for details pertaining to the cash flows of the Company in accordance with the SEBI Operational Circular.

Applicants are advised to ensure that they have obtained the necessary statutory and/or regulatory permissions/consents/approvals in connection with applying for, subscribing to, or seeking Allotment of NCDs pursuant to the Issue. For further details, see "Issue Procedure" and "Terms of Issue" on page 93 and 75 of the Prospectus.

## **Allocation Ratio**

Institutional Portion	Non-Institutional Portion	High Net Worth Individual Investors Portion	Retail Individual Investors Portion
25%	35%	15%	25%

Source: Shelf Prospectus and Tranche I Prospectus dated November 4, 2022

Disclaimer: Invest only after referring to the Shelf Prospectus and Tranche I Prospectus

**Key Operational and Financial Parameters:** 

Key operating and financial metrics (on a standalone basis) are as follows:		(₹ in crores unless otherv	vise stated)		
	As at and for the three	As at and for the year ended March 31,			
Particulars Control of the Control o	months September 30, 2022 (Standalone)	Fiscal 2022	Fiscal 2021	Fiscal 2020	
Balance Sheet	(Standerone)				
Net Fixed assets		26.15	18.37	24.19	
Current assets		8793.97	8106.64	5958.36	
Non-current assets		5974.98	4571.78	4679.11	
Total assets	14739.95	14795.10	12696.79	10661.66	
Non-Current Liabilities 5 (including maturities of long term borrowings and short term borrowings)	- 1705150	= 1700.120			
Financial Liabilities (borrowings, trade payables, and other financial liabilities)		4901.59	4137.49	3407.42	
Provisions		13.70	11.16	8.49	
Current Liabilities 4 (including maturities of long-term borrowings)		13.70	11.10	0.75	
Financial Liabilities (borrowings, trade payables, and other financial liabilities)		5915.90	4895.12	4560.05	
Other non-financial liabilities	14.09	11.14	9.69	9.09	
Provisions	28.09	11.14	9.69 8.52	7.53	
	26.09		0.52	7.55	
Current tax liabilities (net)	-	1.56	-	-	
Equity (including other equity)	4332.21	3939.8	3634.81	2669.08	
Total equity and liabilities	14739.95	14795.10	12696.79	10661.66	
Profit and Loss					
Total revenue	1293.47	2291.20	2031.14	1684.36	
From operations	1292.19	2289.39	2027.79	1683.49	
Other income	1.28	1.81	3.35	0.87	
Total Expenses		1778.56	1836.85	1233.47	
Exceptional Items	-	0	0	0	
Profit / (Loss) before tax	385.9	512.64	194.29	450.89	
Profit / (Loss) after tax	291.29	382.14	142.39	327.5	
Other comprehensive income	3.6	-85.64	32.3	-27.33	
Total comprehensive income	294.89	296.50	174.69	300.17	
Cash Flow					
	-285.34	-1968.56	-364,32	-2301.95	
Net cash used in/generated from operating activities	-263.3 <del>4</del> -297.73	-189.25	-31.67	-635.82	
Net cash used in / generated from investing activities					
Net cash used in financing activities	-433.12	1684.38	1705.96	2928.66	
Add: Opening cash and cash equivalents as at the beginning of the year	1401.16	1874.59	564.62	573.73	
Cash and cash equivalents	411.97	1401.16	1874.59	564.62	
Additional information					
Net worth	4276.85	3979.68	3588.80	2655.20	
Cash and Cash Equivalents	4270.83	1401.16	1874.59	564.62	
Assets under Management	T11.7/	13731.72	11341.11	9896.49	
Off Balance Sheets Assets		1162.25	1101.40	413.15	
Total Debts to Total assets	68.29%	70.87%	69.16%	73.37%	
	00.29%				
Debt Service Coverage Ratios		N/A	N/A	N/A	
Interest Income		2124.79	1877.13	1617.19	
Interest Expense		788.13	740.07	571.03	
Interest service coverage ratio		N/A	N/A	N/A	
Provisioning & Write-Offs		449.44	646.9	238.98	
Gross Stage 3 (%)	1.73%	3.16%	4.39%	1.51%	
Net Stage 3 (%)	0.47%	0.95%	1.40%	0.37%	
Tier I Capital Adequacy Ratio (%)	28.24%	25.87%	30.50%	22.30%	
Tier II Capital Adequacy Ratio (%)	0.72%	0.67%	1.25%	1.30%	

#### **DISCLAIMER**

## 'The investors shall invest only on the basis of information contained in the Shelf Prospectus and Tranche I Prospectus'

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# **A.K. Stockmart Pvt. Ltd.**

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