

**INDICATIVE TERM SHEET (“TERM SHEET”) FOR INVESTMENT IN RATED UNLISTED  
SUBORDINATED UNSECURED DEMATERIALIZED REDEEMABLE NON-CONVERTIBLE  
DEBENTURES TO BE ISSUED BY BELSTAR MICROFINANCE LIMITED**

*The purpose of this document (“the Indicative Term Sheet”) is to outline the terms and conditions of a potential Non-Convertible Debenture issuance by the Issuer proposed to be subscribed to by the Investor. This Indicative Term Sheet does not constitute a final offer, is not exhaustive, is subject to final diligence and subject to change.*

<b>Issuer/ Company</b>	<b>Belstar Microfinance Limited</b>		
<b>Investor(s)/ Debenture Holders</b>	<b>Vivriti Samarth Bond Fund through its Trustee, Vistra ITCL (India) Limited</b>		
<b>Debenture Trustee</b>	IDBI Trusteeship Services Limited		
<b>Rating Agency</b>	CARE		
<b>Rating</b>	A+		
<b>Issuance</b>	Rated, Subordinated, Unsecured, Dematerialised, Redeemable, Non–Convertible Debentures (“NCDs” or “Debentures”)		
<b>Issuance Size</b>	INR 15,00,00,000 (Indian Rupees Fifteen Crores Only)		
<b>Interest Rate</b>	14.5% per annum		
<b>Interest Type</b>	Fixed		
<b>Upfront Coupon</b>	1.20% of Issuance Size to Debenture Holder, payable upfront		
<b>Redemption Value</b>	At Par		
<b>Tenor</b>	73 months and 15 days from the Deemed Date of Allotment		
<b>Put Option</b>	Not Applicable		
<b>Call Option</b>	Not Applicable		
<b>Ranking</b>	<p>The Debentures/ NCDs issued by the Company shall constitute direct, unsecured and subordinated obligations of the Company. The claims of the Debenture Holders shall be akin to the claims of investors/ lenders of Tier II Capital and shall rank pari passu to all subordinated, unsecured indebtedness of the Issuer.</p> <p>Each of the Debenture Holders shall inter–se rank pari passu in relation to their rights and benefits in relation to the Debentures, without any preference or privilege.</p>		
<b>Registrar &amp; Transfer Agent</b>	Integrated Registry Management Service Private Limited		
<b>Depository</b>	CDSL/ NSDL		
<b>Issuance mode</b>	Dematerialized, Private Placement		
<b>Trading mode</b>	Dematerialized		
<b>Settlement mode</b>	RTGS/ NEFT		
<b>Issue Schedule</b>	Issue Open Date	March 30, 2020	
	Issue Close Date	March 30, 2020	
	Pay–in Date	March 30, 2020	
	Deemed Date of Allotment	March 30, 2020	
<b>Listing</b>	The NCDs are proposed to be unlisted.		
<b>Business Days</b>	Means a day (other than a Saturday and Sunday or a bank/ National holiday) on which banks are open for general business in Chennai and Mumbai, India.		
<b>Business Day Convention</b>	<ul style="list-style-type: none"><li>• If any coupon payment date falls on a day that is not a working day, the payment shall be made on the immediately succeeding working day.</li><li>• If the redemption date of the Debentures falls on a day that is not a working day, the redemption proceeds (principal and coupon) shall be paid on the immediately preceding working day.</li><li>• If the Maturity Date (also the last coupon payment date) of the Debentures falls on a day that is not a working day, the redemption proceeds and coupon payment shall be paid on the immediately preceding working day.</li></ul>		
<b>Record Date</b>	15 (Fifteen) Business Days prior to each coupon payment date and redemption date.		
<b>End Use</b>	<ul style="list-style-type: none"><li>• The proceeds of the Issuance will be utilized only for disbursements of loan and business growth.</li></ul>		



	<ul style="list-style-type: none"><li>The Issuer undertakes that no part of the proceeds of the Debentures shall be utilized by the Company directly or indirectly towards capital markets (including equity, debt, debt linked and equity linked instruments or any other capital market land activities), any speculative purposes, land acquisition or usages that are restricted for bank financing, any activity in the Exclusion List or investment in the real estate sector.</li><li>Also, no part of the proceeds shall be utilized directly/ indirectly towards repaying existing debts.</li></ul>
<b>Security</b>	Unsecured
<b>Issue price</b>	At Par
<b>Face value per Debenture</b>	INR 1,00,000 (Indian Rupees One Lakh Only)
<b>Issue Price</b>	INR 1,00,000 (Indian Rupees One Lakh Only)
<b>Minimum subscription amount</b>	INR 1,00,00,000 (Indian Rupees One Crore Only)
<b>Maturity Date</b>	May 15, 2026
<b>Day count basis</b>	Actual/ Actual
<b>Interest Payment Frequency</b>	Quarterly
<b>Principal Amortization</b>	Bullet
<b>Default Interest Rate</b>	<ul style="list-style-type: none"><li>In case of default in payment of interest and/ or principal redemption on the due dates, additional interest @ 2% p.a. over the Coupon Rate, on the outstanding principal amount, will be payable by the Issuer for the defaulting period.</li><li>Where an issuer fails to execute the Debenture Trust Deed within 30 days, the issuer shall also pay interest of at least 2% p.a. to the debenture holder, over and above the agreed Coupon Rate, till the execution of the Debenture Trust Deed.</li></ul>
<b>Prepayment</b>	No prepayment is permitted.
<b>Redemption Amount</b>	The sum of the principal outstanding on the Debentures, accrued Coupon, Default Interest payable (if any) and other charges and fees payable.
<b>Interest on application money</b>	<p>The Issuer shall be liable to pay the Debenture Holder(s) interest on application money at the Coupon Rate per annum for the period commencing from the credit of subscription monies in respect of the Debentures in the account of the Issuer until the Deemed Date of Allotment.</p> <p>Where Pay-in Date and Deemed Date of Allotment are the same, no Interest on Application money is to be paid</p>
<b>Transaction documents</b>	<ul style="list-style-type: none"><li>Letter appointing Debenture Trustee</li><li>Private Placement Offer Letter</li><li>Information Memorandum</li><li>Debenture Trust Deed</li><li>Debenture Trustee Agreement</li><li>Board Resolution authorizing this Issuance</li><li>Applicable Shareholder Resolutions under the Companies Act 2013</li><li>Rating letter with the aforesaid Rating Agency(ies) with respect to this Issuance</li><li>Tripartite Agreements with the Depository(ies) and Registrar &amp; Transfer Agent; and</li><li>Any others as may be agreed between the parties.</li></ul> <p>All transaction documents will comply with the requirements prescribed by the RBI (if applicable), SEBI (if applicable) and under the Companies Act, 2013 for the issuance of non-convertible debentures.</p> <p>For the purpose of Transaction Documents, the term “related party” shall, in addition to the meaning ascribed to the term under the Companies Act, 2013, also include entities where the promoter, director, senior management (CXOs), key managerial personnel or any of their blood relative (including but not limited to mother, father, mother in law, father in law, spouse, children, siblings, son-in law, daughter –in law) hold more than 5% stake or share in profits cumulative.</p>



<b>Conditions Precedent</b>	<p>To be prescribed in the transaction documents. These will include, but not limited to:</p> <ol style="list-style-type: none"><li>1. All corporate approvals from the Board of Directors and shareholders of the Issuer, if applicable, shall have been received for the issuance of the NCDs in accordance with Companies Act, 2013 and submit the same to Debenture Trustee and Debenture Holders;</li><li>2. Submitting to the Debenture Trustee and Debenture Holders, the rating letter issued by the Rating Agency;</li><li>3. The Issuer shall have submitted to the Debenture Holders and Debenture Trustee, all required documents for the purpose of satisfying its respective KYC requirements;</li><li>4. The Issuer shall have submitted to the Debenture Trustee and Debenture Holders a certified true copy of the constitutional documents of the Issuer (the Memorandum and Articles of Association and the Certificate of Incorporation);</li><li>5. The Issuer shall have submitted to the Debenture Trustee and Debenture Holders its audited account statements for the most recent financial year or audited financial half-year;</li><li>6. Execution of Debenture Trustee Agreement, issuance of Letter appointing Trustees to the Debenture Holders and submitting the to the Debenture Holder a copy of the consent letter received from the Debenture Trustee agreeing to act as Debenture Trustee for the Debenture Holders;</li><li>7. Execution of Tripartite Agreement with Depository(ies) and Registrar &amp; Transfer Agent;</li><li>8. Execution of the Debenture Trust Deed in form and manner satisfactory to the Debenture Trustee;</li><li>9. Submit the NACH Mandate in a form and manner acceptable to the Debenture Holder; and</li><li>10. Submit ESG Declaration in the form provided by the Investor(s)/ Debenture Holder(s);</li></ol>
<b>Conditions Subsequent</b>	<p>To be prescribed in the Transaction Documents. These will include:</p> <ol style="list-style-type: none"><li>1. On or prior to the utilisation of the subscription monies by the Company in respect of the Debentures and in any case, within 15 (Fifteen) days from the Deemed Date of Allotment, the Company shall file of a return of allotment on the issue of the Debentures in Form PAS-3 specified pursuant to Rule 12 and 14 of the Companies (Prospectus and Allotment of Securities) Rules, 2014, along with the requisite fee with the Registrar of Companies;</li><li>2. Dematerialised credit of the Debentures in the demat account of Debenture Holder within 45 (Forty Five) Business Days from the Deemed Date of Allotment; and</li><li>3. The Issuer shall issue the Information Memorandum within 45 days from date of allotment;</li><li>4. The Company shall ensure compliance with Companies Act, 2013 and other applicable laws for issuance of Debentures.</li></ol>
<b>Events of Default</b>	<p>To be prescribed in the Transaction Documents. Including but not limited to:</p> <ol style="list-style-type: none"><li>1. Non-payment of any of the dues under this Issuance on the payment day;</li><li>2. Default or trigger of event of default on any other indebtedness (cross default);</li><li>3. Misrepresentation or misleading information in any of the Transaction Documents;</li><li>4. Issuer is unable or admits in writing its inability to pay its debts as they mature or suspends making payment of any of its debts, by reason of actual or anticipated financial difficulties or proceedings for taking it into liquidation have been admitted by any competent court or a moratorium or other protection from its creditors is declared or imposed in respect of any indebtedness of the Issuer;</li><li>5. Insolvency, winding up, liquidation;</li><li>6. Creditors' processes including expropriation, attachment, sequestration, distress or execution initiated against the Issuer;</li><li>7. Repudiation of Transaction Documents;</li><li>8. Cessation of business or any substantial part thereof or gives notice of its intention to do so;</li><li>9. Bankruptcy, CDR proceedings filed with respect to the Issuer;</li></ol>



	<ol style="list-style-type: none"><li>10. Any material act of fraud, embezzlement, misstatement, misappropriation or siphoning off of the Issuer/ promoter funds or revenues or any other act having a similar effect being committed by the management or an officer of the Issuer;</li><li>11. The Company has taken or suffered to be taken any action for re-organisation of its capital or any rearrangement, merger or amalgamation without the prior written approval of the Debenture Holders;</li><li>12. Promoters or key management personnel of the Company being declared wilful defaulter;</li><li>13. The promoter/s and/ or the directors of the Company are accused of, charged with, arrested or convicted a criminal offence involving moral turpitude, dishonesty or which otherwise impinges on the integrity of the promoter/s and/ or director, including any accusations, charges and/ or convictions of any offence relating to bribery;</li><li>14. 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 other action that would prevent the Company, their member, or their officers from carrying on their business or operations or a substantial part thereof, by or under the authority of any Government or Government authority;</li><li>15. Occurrence of a Material Adverse Effect as determined by the Debenture Trustee, acting solely on the instructions of the Majority Debenture Holders;</li><li>16. Change in management control without prior written consent from the Debenture Holders;</li><li>17. Any Transaction Document once executed and delivered, ceases to be in full force or becomes unlawful, invalid and unenforceable;</li><li>18. A petition for the reorganization, arrangement, adjustment, winding up or composition of debts of the Company is filed on the Company (voluntary or otherwise) or have been admitted or makes an assignment for the benefit of its creditors generally and such proceeding is not contested by the Company for staying, quashing or dismissed within 30 (Thirty) days;</li><li>19. Application of insolvency petition under bankruptcy code/ NCLT by the Issuer;</li><li>20. Breach of any covenants (including financial/ management/ affirmative/ negative/ information/ reporting) and breach of any terms or conditions of Transaction Documents;</li><li>21. Failure by the Company to utilise by the proceeds of the Debentures towards the End Use; and</li><li>22. If there are any material audit qualification (in the sole opinion of the Debenture Trustee) by the statutory auditors of the Issuer.</li></ol> <p>Consequences of events of default are provided below: Upon occurrence of any of the aforesaid Event of Default, the Debenture Trustee may by a notice in writing to the Issuer initiate actions as may be contemplated in the Transaction Documents including the following:</p> <ol style="list-style-type: none"><li>i. declare that all of the Debentures, together with accrued but unpaid Coupon, and all other costs, charges and expenses accrued or outstanding under the Transaction Documents to be immediately (or such other date as the Debenture Trustee may specify) due and payable, whereupon they shall become so due and payable;</li><li>ii. subject to Applicable Law, require the Company to mandatorily redeem the Debentures and repay the principal amount on the Debentures, along with accrued but unpaid interest and other costs, charges and expenses incurred under or in connection with this DTD and other Transaction Documents.; and</li><li>iii. exercise such other remedies, including legal and equitable rights, as permitted or available under Applicable Law (including initiating insolvency proceedings under IBC (if applicable)) or the Transaction Documents.</li></ol>
<b>Reporting Covenants</b>	<p><b>Quarterly Reports</b> – within 45 (Forty Five) calendar days from the end of each financial quarter;</p> <ol style="list-style-type: none"><li>1. Information on financials;</li></ol>



	<ol style="list-style-type: none"> <li>2. Financial and other covenant compliance certificate signed by the CFO/ authorized signatory of the Company;</li> <li>3. Audited Annual Reports &amp; list comprising all material financial liabilities – within 120 (One Hundred and Twenty) calendar days from the end of each financial year;</li> <li>4. Quarterly MIS data pack – giving standard portfolio cuts with corresponding asset quality indicators. To be submitted within 30 days of each quarter end;</li> </ol> <p><b>Event Based Reports</b> – In case of changes initiated by the Company requiring approval of the board, the reporting would be 5 days post approval of the board, all others will be 15 days;</p> <ol style="list-style-type: none"> <li>1. Change in list of Board of Directors;</li> <li>2. Change in Shareholding structure;</li> <li>3. Change in senior management officials (any CXO or equivalent);</li> <li>4. Any fraud amounting to more than 1% of Gross Loan Portfolio;</li> <li>5. Material changes in accounting policy;</li> <li>6. Material change in the constitutional documents of the Company that are prejudicial to the interests of the Debenture Holders;</li> <li>7. New segment of business other than the business carried out by the Issuer presently;</li> <li>8. Material Adverse Effect;</li> <li>9. Any dispute, litigation, investigation or other proceeding which could result in a Material Adverse Effect;</li> <li>10. Winding up proceedings;</li> <li>11. Any Event of Default or Potential Default, and any steps taken/ proposed to remedy the same;</li> <li>12. Application of insolvency petition under bankruptcy code/ NCLT by the Issuer needs to be notified within 1 calendar day;</li> <li>13. ESG Report (on the basis of checklist to be provided by Debenture Holder) that address ESG compliance on a periodic basis as and when require by the Debenture Holder;</li> <li>(i)</li> <li>14. If the Company report losses making during the last financial year or last 6 months (both at standalone and consolidated level), following needs to be submitted monthly:             <ol style="list-style-type: none"> <li>(i) Financials (BS, PL, CFs along with schedules) – standalone and consolidated</li> <li>(ii) Portfolio cuts</li> <li>(iii) Collection efficiency (in the specified format)</li> <li>(iv) Bank statement for all Operational accounts</li> </ol> </li> <li>15. The Company shall, while submitting half yearly/ annual financial results to the stock exchange disclose the following line items along with the financial results accompanied by a certificate from the Debenture Trustee confirming that it has taken note of the said content and the same shall be communicated to the Debenture Holder(s) on a half-yearly basis:             <ol style="list-style-type: none"> <li>(i) Credit rating of the Issue;</li> <li>(ii) Debt– Equity Ratio of the Company;</li> <li>(iii) Previous due date for the payment of Coupon/ principal and whether the same has been paid or not;</li> <li>(iv) Next due date of payment along with the amount of interest/ redemption amount payable;</li> <li>(v) Debenture Redemption Reserve;</li> <li>(vi) Net Worth;</li> <li>(vii) Net profit after tax; and</li> <li>(viii) Earnings per share.</li> </ol> </li> </ol> <p>and as set out in greater detail in the Debenture Trust Deed and continuing in nature.</p>
<b>Financial Covenants</b>	<p>To be prescribed in the Transaction Documents. Including but not limited to:</p> <ol style="list-style-type: none"> <li>1. The ratio of Financial Indebtedness to Tangible Net Worth shall not exceed 6x;</li> <li>2. The ratio of Net NPA to Tangible Net Worth shall not exceed 5%;</li> <li>3. No cumulative liquidity mismatch in any of the standard buckets up to 12 months on all standard liquidity buckets, as prescribed by RBI.</li> </ol>



	<p>For the purpose of this calculation, undrawn term loans are to be excluded;</p> <ol style="list-style-type: none"><li>4. Issuer to be profitable in any financial year beginning FY20;</li><li>5. Minimum Tier I Capital shall be maintained at a 12.5%;</li><li>6. The capital adequacy ratio shall be maintained at levels stipulated by the RBI at all points in time (currently 15%) or 18%, whichever is higher</li><li>7. NNPA not to exceed 1% during the tenor of the instrument.</li><li>8. The Company shall ensure that Muthoot Finance Limited at all times until the Final Settlement Date, continues to own 51% (51% Percent) or above of the equity shareholding of the Company, on a fully diluted basis.</li><li>9. Maximum exposure to a single state should not exceed 55% of the total AUM at any point of time during the life of the instrument.</li></ol> <p>The above are in addition to financial covenants prescribed in the Transaction Documents.</p> <p>Above covenants shall be tested on a quarterly basis. Within 45 days from the end of each quarter, the Issuer shall submit covenant compliance certificate issued by CFO/ authorised signatory in favour of the Debenture Trustee and Debenture Holders.</p>
<b>Early Redemption</b>	<p>Subject to regulatory approvals if required, any Debenture Holder may require early redemption of the Debentures held by them upon the occurrence of any of the following events:</p> <ol style="list-style-type: none"><li>1. The equity shareholding of the Company, on a fully diluted basis held by Muthoot Finance Limited at any point of time until the Final Settlement Date, falls below 51% (51% Percent);</li><li>2. Breach of any of the Financial Covenants;</li></ol> <p>Upon the receipt of early redemption notice, the Issuer shall be required to redeem the relevant Debentures within 30 (Thirty) calendar days of the notice.</p>
<b>Affirmative Covenants</b>	<ol style="list-style-type: none"><li>1. To utilise the proceeds of this issue in accordance with applicable laws and regulations;</li><li>2. To comply with corporate governance, fair practices code prescribed by the RBI;</li><li>3. Notification of any potential Event of Default or Event of Default;</li><li>4. Obtain, comply with and maintain all licenses/ authorizations;</li><li>5. Provide details of any material litigation, arbitration or administrative proceedings (materiality threshold to be finalized during documentation);</li><li>6. Maintain internal control for the purpose of (i) preventing fraud on monies lent by the Company; and (ii) preventing money being used for money laundering or illegal purposes;</li><li>7. Permit visits and inspection of books of records, documents and accounts to Debenture Trustee as and when required by them;</li><li>8. Atleast two representatives from Muthoot Finance Limited shall remain on the Board of Directors as a director of the Issuer until the Final Settlement Date</li><li>9. Comply with any monitoring and/ or servicing requests from Debenture Trustee; and</li><li>10. As provided in the Transaction Documents</li></ol>
<b>Negative Covenants</b>	<p>The Company hereby covenants that until the Final Settlement Date, the Company shall not for so long as any amount remains outstanding under the Transaction Documents, except as may otherwise be previously agreed to in writing by the Debenture Trustee (acting upon the receipt of the prior written approval of the Majority Debenture Holder(s), take any action in relation to:</p> <ol style="list-style-type: none"><li>1. Change in management control;</li><li>2. Change in Managing Director;</li><li>3. Change in ownership;</li><li>4. Merger, restructuring, etc.;</li><li>5. Arrangement with creditors/shareholders;</li><li>6. Purchase or redemption of share capital;</li><li>7. Amendment of constitutional documents;</li><li>8. Amendment of Transaction Documents;</li></ol>





	<ol style="list-style-type: none"><li>9. Change in financial year;</li><li>10. Disposal of assets;</li><li>11. Dividend and buyback of shares;</li><li>12. Change of business;</li><li>13. Loans to and investment in group companies;</li><li>14. Further financial indebtedness;</li><li>15. Related Party Transaction;</li><li>16. Dispose of, acquire or incorporate any associates, subsidiary or joint ventures;</li><li>17. Acquisition, joint venture;</li><li>18. Claim any immunity; and</li><li>19. No profit-sharing arrangement.</li></ol> <p>In addition, the Issuer shall not permit to use of the Debenture proceeds for any anti-money laundering activities and illegal activities.</p>
<b>Representations &amp; Warranties</b>	<ol style="list-style-type: none"><li>1. The Company is registered with the RBI as an NBFC;</li><li>2. No Event of Default has occurred and is continuing on the date of this transaction;</li><li>3. The Debentures under this Issuance shall rank pari passu amongst themselves and with all other unsecured, subordinated creditors/ investors/ lenders;</li><li>4. Binding obligation of Transaction Documents;</li><li>5. No conflict with other obligations/ constitutional documents;</li><li>6. No Material Adverse Change in business, condition or operations of the Issuer;</li><li>7. Company has the power and authority to issue Debentures and such Transactions Documents are valid and admissible in evidence;</li><li>8. Absence of any pending or threatened litigation, investigation or proceedings that may have a material adverse effect on the business condition (financial or otherwise), operations, performance or prospects of the Issuer or that purports to affect the instrument; and</li><li>9. Illegality.</li></ol> <p>and as set out in greater detail in the Debenture Trust Deed and continuing in nature.</p>
<b>Environment, Social and Governance ("ESG") compliance</b>	<ul style="list-style-type: none"><li>• The Company shall comply with the all applicable laws in relation to environmental, social and governance;</li><li>• The Company shall provide the necessary declaration and certificate (in the Debenture Holder's format) in relation to the ESG compliance on periodic basis as and when the Debenture Trustee or the Debenture Holder require;</li><li>• The Company shall provide the ESG Report (on the basis of checklist to be provided by Debenture Holder) that address ESG compliance on a periodic basis as and when require by the Debenture Holder.</li></ul>
<b>Indemnification</b>	<p>The Issuer will indemnify, and hold harmless the Debenture Holder, Investment Manager of Debenture Holders, and their respective shareholders, officers, directors, employees, representatives and attorneys from and against any claim, liability, demand, loss, damage, judgment or other obligation or right of action which may arise as a result of breach of this Term Sheet by the Issuer.</p>
<b>Confidentiality</b>	<p>The terms and conditions described in this Term Sheet, including its existence, shall be confidential information and shall not be disclosed to any third party except to each Party's advisors and counsel. Provided however that if any of the Parties is required by law to disclose information regarding this Term Sheet or to file this Term Sheet with any regulatory body, it shall, at a reasonable time after making any such disclosure or filing, informing the other Parties.</p>
<b>Governing Law</b>	<p>This Term Sheet shall be governed and construed exclusively in accordance with the laws of India.</p>
<b>Arbitration</b>	<p>In the event of any dispute or difference between the Parties to this agreement in respect of or concerning or connected with the interpretation or implementation of this Agreement or arising out of this Agreement, such dispute or difference shall be referred to arbitration by a sole arbitrator, appointed by the Investor in its sole discretion, in accordance with the (Indian) Arbitration and Conciliation Act, 1996, or any modification or amendment thereof. The arbitration shall be held in Chennai, India. The language of the arbitration proceedings shall</p>



	be English. The expenses of the arbitration shall be borne by the Issuer. The decision of such arbitration shall be binding and conclusive upon the Parties and may be enforced in any court of competent jurisdiction.
<b>Jurisdiction</b>	Subject to Arbitration clause, the Parties agree that this Term Sheet and other Transaction Documents and all matters arising from this Term Sheet and other Transaction Documents shall be subject to the exclusive jurisdiction of the courts/tribunal of Chennai, India.
<b>Transaction Costs</b>	The Issuer shall bear all transaction related costs incurred by the Debenture Holder with respect to legal counsel, valuers and auditors/ consultants. Such costs include: <ul style="list-style-type: none"><li>• Trustee fees</li><li>• Rating fees</li><li>• Stamping and registration costs in relation to all Transaction Documents</li><li>• Any other reasonable transaction related expense incurred by the Debenture Holders</li></ul>
<b>Taxes, Duties, Costs and Expenses</b>	<ul style="list-style-type: none"><li>• Relevant taxes, duties and levies are to be borne by the Issuer.</li><li>• 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.</li></ul>
<b>Role and Responsibilities of Debenture Trustee</b>	As defined in the Transaction Documents

Accepted and agreed

For the Investor

For Belstar Microfinance Limited

**Sunil Kumar Sahu**  
**Company Secretary**  
(Authorised signatory)

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(Authorised signatory)

