



Mr. S.R. Sinha
Saija Finance Pvt. Ltd.
F-128 Jhandu Mansion R K, Mohammadpur, RK Puram, New
Delhi, Delhi 110066, India

Dear Mr. S.R. Sinha,

Phnom Penh, 4-December-2017

INDICATIVE TERM SHEET

Thank you for your interest in working with BlueOrchard Finance Ltd. ("**BlueOrchard**" or the "**Fund Manager**") to support your funding needs for FY 2017-2018. We would be pleased to support Saija Finance Pvt. Ltd. ("**Saija**" or the "**Issuer**") through funding from Microfinance Initiative for Asia (MIFA) Debt Fund SA, SICAV-SIF ("**MIFA**") (the "**Subscriber**"), managed by BlueOrchard.

Please find below indicative terms and conditions upon which we would be prepared to provide financing via subscription to a Non-Convertible Debenture ("**NCD**") to be issued by Saija. This indicative term sheet is neither binding on the Subscriber or Fund Manager, nor a commitment to lend, but merely a summary of terms and conditions that the Fund Manager, on behalf of the Subscriber, considers appropriate for a facility of this nature under current market conditions. The indicative terms and conditions provided in this letter are valid for a period of three months from the date of this letter, unless extended by the Fund Manager, at its sole discretion, in writing.

Issuer	Saija Finance Pvt. Ltd.
Subscriber	Microfinance Initiative for Asia (MIFA) Debt Fund SA, SICAV-SIF
Fund Manager	BlueOrchard Finance Ltd.
Facility	Listed Non-convertible Debenture
Purpose	To fund the Energy Efficiency & Renewable Energy portfolio
Commitment	Up to INR 20 Crores (equivalent of approximately USD 3 million) to be disbursed in two tranches: <ul style="list-style-type: none">• Tranche 1: Up to INR 10 Crores (equivalent of approximately USD 1.5 million).• Tranche 2: Up to INR 10 Crores (equivalent of approximately USD 1.5 million).
Currency	Indian Rupees (" INR ")
Disbursement Date	Tranche 1: 18 December 2017 Tranche 2: 16 April 2018
Maturity	60 months
Put / Call Option	Put/Call option at the end of 36 months
Amortization	Bullet
Interest Rate	Net INR interest rate of 12.7227% p.a. The interest rate is the net rate (and is exclusive of current withholding tax)

	<p>rate of 5.4075%) and the debenture trust deed will include language to protect the Subscriber against increases in the withholding tax rates. At the prevailing tax rate, the gross interest rate inclusive of withholding taxes would be 13.45% p.a.</p> <p>The above interest rate would be applicable until the exercise date of the put / call option – i.e. for the first 36 months of the NCD term. The rate could be reset thereafter.</p> <p>Note: The interest rate is subject to change if hedge costs increase and should the USD return fall below Microfinance Initiative for Asia's minimum return requirement.</p>
Interest Payments	Semi-annually
Upfront Fee	No upfront fee
Other Costs	Any issue related expenses including rating, listing, legal, trustee, stamp duty and other costs associated with the NCD issuance will be borne by the Issuer.
Voluntary Prepayment	Not earlier than 12 months from the date of the transaction documents, the Issuer may prepay the outstanding principal amount in full or in part on an interest payment date. On such date, the Issuer shall pay the principal amount, all accrued interest, a prepayment fee of 3.00% on the principal amount, any breakage costs and any legal or other fees incurred as a result of the voluntary prepayment or otherwise. Amounts repaid or prepaid cannot be re-borrowed.
Penalty Interest Rate	At any time there is a payment default of any amount of principal, interest, fees or other obligations due (whether by acceleration, at maturity or otherwise) or an event of default, the issuer shall pay an additional interest rate of 3.00% p.a. above the Interest Rate on the outstanding principal amount until such default is cured.
Hedging Arrangement	<p>The Subscriber shall enter into a hedging instrument with a third-party counterparty in order to provide this Facility.</p> <p>Any costs associated with the early termination of the hedge arrangement shall be borne by the Issuer.</p>
Security	<p>Security coverage to be maintained at 100% of principal outstanding and 10% via interest receivables. Security creation and registration required as per regulation.</p> <p>Reporting of loan receivables and security top-up on a monthly basis.</p>
Financial Covenants	<p>Covenants shall include, but are not limited to, the following:</p> <ul style="list-style-type: none"> The Issuer shall at all times maintain a ratio of the sum of (x) Portfolio At Risk over 30 days + Restructured Loans + Charge-Offs during the last 12 months divided by (y) the Outstanding Portfolio

	<p>of not greater than 10%</p> <ul style="list-style-type: none"> The Issuer shall maintain a ratio of the sum of (x) Portfolio At Risk over 30 days + Restructured Loans – Loan Loss Reserve divided by (y) Tier 1 Capital of not greater than <ul style="list-style-type: none"> 50% from disbursement until March 2018 20% from April 2018 The Issuer shall at all times maintain a Capital Adequacy Ratio, calculated according to the Capital Adequacy Standards as established by Reserve Bank of India, of at least 15% The Issuer shall at all times maintain a ratio of Return on Assets net of Donations over a period comprising the preceding twelve months greater than <ul style="list-style-type: none"> -5% from disbursement until December 2017 -2.5% from January 2018 until March 2018 -1% from April 2018 until June 2018 0% from July 2018 The Investee shall at all times maintain the sum of the (x) Absolute Value of the Net Open Foreign Currency Position aggregate for all currencies divided by (y) Equity of no greater than 50%. <p>The detailed calculation of this ratio must be as follows: [absolute value (Foreign Currency 1 assets – Foreign Currency 1 liabilities + off balance sheet hedges in Foreign Currency 1) + absolute value (Foreign Currency 2 assets – Foreign Currency 2 liabilities + off balance sheet hedges in Foreign Currency 2) + absolute value (Foreign Currency 3 assets – Foreign Currency 3 liabilities + off balance sheet hedges in Foreign Currency 3) + etc. for each Foreign Currency] divided by Equity.</p>
Condition Precedent	<ul style="list-style-type: none"> Disbursement of the first tranche of the loan is contingent upon successful equity raise of approx. USD 2.3mm (first tranche of equity raise). Disbursement of the second tranche of the loan is contingent upon CAR being no less than 17%.
Condition Subsequent	Successful equity raise of approx. USD 2.3mm (second tranche of equity raise) by January, 31 2018.
Additional Covenants	Specific deliverables on Energy Efficiency & Renewable Energy portfolio will be determined:

	<ul style="list-style-type: none"> • Gradual expansion of the EE/RE portfolio within five years: with cumulative disbursement of 20% of NCD amount to fund the EE/RE portfolio in Year 1, 35% of NCD amount by Year 2, 60% by Year 3, 80% by Year 4, and 100% by Year 5. • The borrower shall, as soon as it is practicable and within 30 days upon completion of each fiscal quarter, report all the indicators needed for calculating the energy savings and CO2 reductions achieved by the MIFA-financed EE/RE portfolio, by using the "myclimate-smart3" software website. The exact number of indicators that the borrower shall report will depend on the EE/RE technology that the borrower will finance using the MIFA funding. The borrower shall report all the indicators in good faith and as accurately as possible. The borrower shall be provided with an access to "myclimate-smart3" software. As soon as he has received the access information he shall enter the website https://www.myclimate-smart.org and create his own password. The password shall be kept confidential. The borrower understands that all the indicators to be reported shall be used to calculate the energy savings and CO2 reductions achieved by the MIFA-financed EE/RE portfolio. The borrower agrees that the MIFA may use the data and information regarding the achieved energy savings and CO2 reductions and report it to the MIFA's investors and the general public in ways as it sees fit.
Legal Fees	A Legal Counsel is to be appointed by the NCD Subscriber. A legal opinion covering the transaction must be provided to Microfinance Initiative for Asia. All legal fees are to be borne by the Issuer.

This indicative term sheet is not an offer, commitment or agreement to lend or provide financing to Saija; it is for discussion purposes only and is subject to change without notice. Please note that it only summarizes some of the terms and conditions which may be reflected in final documentation and that nothing herein obligates the Subscriber or its affiliates to provide, arrange or syndicate any credit or other financing in favour of the Issuer or its affiliates. Pricing in the term sheet is based on the credit markets as of today, and on the current evaluation we have of your institution. The final offer will be subject to our due diligence of Saija, all necessary approvals, including credit approvals, of the Fund Manager and the Subscriber and market conditions at the time of disbursement. As a result of these, actual terms at the time of closing may differ from those indicated herein.

This indicative term sheet is for the confidential use of Saija only and is not to be reproduced, used for any other purpose, nor disseminated to any other parties without the prior written consent of the Fund Manager.

We would welcome your feedback and be pleased to discuss this indicative term sheet with you in further detail. Should you wish to proceed, please kindly confirm to us via email or in writing, to allow us to start cooperating with you in order to best meet your funding needs.

We look forward to collaborating with you.

Yours sincerely,



Nicholas Gandolfo
Regional Manager Asia

BlueOrchard Finance Ltd.

COMMITMENT TO PURSUE ISSUANCE OF NCD TO MIFA

Saija Finance Pvt. Ltd. acknowledges the receipt of the Indicative Term Sheet sent by BlueOrchard Finance Ltd and agrees to pursue, in good faith, the NCD issuance for subscription by the Microfinance Initiative for Asia (MIFA) Debt Fund SA, SICAV-SIF.

SAIJA FINANCE PVT. LTD

Signed: _____

Authorised Signatory

Title: C.M.D

Date: 11/12/2017