

Dated:09th June 2023

Toyota Financial Services India Limited
No. 21, Centropolis,
1st Floor, 5th Cross, Langford Road, Shanti Nagar,
Bangalore – 560025

Re: Offer Letter for appointment of Debenture Trustee for proposed issuance(s) of Debentures (Secured/ Unsecured) of upto INR 10,000 Crores to be issued over 10 years or until the limit of Rs. 10,000 Cr. is exhausted, whichever is earlier from April 01, 2023 subscribed/to be subscribed by existing/prospective investor(s)

Dear Sir,

This is with reference to the captioned subject, wherein, Vistra ITCL (India) Ltd (VITCL) is in principle agreeable to act as a Debenture Trustee for the captioned transaction.

In the context, please find enclosed herewith the following:

- (1) Terms of Engagement of ITCL – **Annexure I**
- (2) Brief understanding of the transaction – **Annexure II**
- (3) Other Terms and Conditions – **Annexure III**
- (4) Requirements prior to execution of documents – **Annexure IV**

Kindly acknowledge and return a duplicate copy of this letter by fax/ courier as a token of your acceptance of the terms. Should you require any clarifications please do not hesitate to contact the undersigned.

We look forward to working with your organization and building a long standing, mutually beneficial relationship

It may be noted that this letter of offer does not construe “Consent Letter” confirming that VITCL is acting debenture trustee for the said transaction. The consent letter will be issued after execution of a Debenture Trustee Appointment Agreement between ourselves.

This offer letter is only for purpose of acceptance of the commercial terms of appointment.

Yours sincerely,

For Vistra ITCL (India) Ltd



Amit Gurbani
Authorized Signatory

Accepted
For Toyota Financial Services India Limited


Authorized Signatory



Annexure I

Terms of Engagement of Vistra ITCL (India) Ltd (VITCL)

"Trustee Remuneration" As a Debenture Trustee:

1. Acceptance Fee : Onetime fee of **Rs 15 Lakhs** payable on signing of this letter for proposed issuance(s) of Debentures (Secured/ Unsecured) of upto INR 10,000 Crores to be issued over 10 years or until the limit of Rs. 10,000 Crores is exhausted, whichever is earlier from the date of the letter to be subscribed by prospective investor(s)
2. Annual Fee : **0.015% per annum** of face value of Debentures issued under this mandate, payable annually starting from the date of execution of the Debenture Trust Deed(s) till the Debentures under the Trust Deed are fully repaid. However, in a particular Financial Year, the maximum fees shall be capped to **INR 22.50 Lakhs**. This letter supersedes the earlier offer letter, issued on and after April 01, 2023 till May 31, 2023 signed between Toyota Financial Services India Limited and VITCL.
3. For purposes of point 1 & 2 above, all outstanding Debentures (Secured/ Unsecured) outstanding on 31st March 2023 will be excluded from this fee arrangement/ structure and will be subject to existing fee arrangement/ structure as has been already mutually agreed between Toyota Financial Services India Limited and VITCL.
4. Additional Fee* (if applicable): In the event of default or in case of enforcement of security, a minimum fee of Rs. 5 Lakhs shall be payable in advance by the Lender/Investor towards assistance in initiation of any proceedings.

*In case VITCL is appointed for carrying out full enforcement process/default management, the fee shall be decided based on scope of work envisaged at the time of enforcement / default

The fees agreed herein above shall be valid for the transaction documents to be executed within a period of 10 years and up to 10,000 Crore limit, whichever is earlier, from the date of acceptance of this offer letter. Fees as regards any work whether or not part of scope of services, beyond the above limit or time framework shall be mutually agreed.

The acceptance fee as above is due and payable on acceptance of this offer letter.

The above fee (commencing from point no. 1 to 4) are exclusive of Goods and Service Tax (GST), Registration charges of Central Registry etc as levied by the Government and Out of Pocket expenses like Audit fee, Legal counsel fee, Travelling expenses or any other. Expenses relating to valuation, search, inspection, etc. arranged through external agencies shall be payable on actual basis over and above the aforementioned fees. The same shall be charged after/with prior information/notice to the client.

The annual fee shall commence from the date of execution of Debenture Trust Deed and would be applicable till the debentures are fully repaid under all trust deeds executed on or after April 01, 2023 are payable yearly upon receipt of correct Invoice.

Any fee paid pursuant to the above shall be non-refundable and shall be in addition to any amount that may be payable / reimbursed specifically under the provisions of the Financing Documents.

The Company shall pay VITCL on the expiry of 45 (Forty-Five) Days from the Invoice Date for payment, in addition to the stipulated Trustee Remuneration as detailed herein, penalty at the rate of 13% per annum, compounded on a monthly basis on the defaulted amounts, in the event of default in payment of Trustee Remuneration pursuant to the Trust Deed, during the period of default.

All charges mentioned in the offer letter are applicable for the issue size/number of investors/service/documentation requirements as mentioned in this letter. Any further issuance; any additional requirements, documentation over & above mentioned in this offer would attract fresh charges.

Accepted

For Toyota Financial Services India Limited



Authorised Signatory



Annexure II


Brief understanding of the Transaction

Particulars of the Transaction	Debenture Trustee for proposed issuance(s) of Debentures (Secured/ Unsecured) of upto INR 10,000 Crores <u>to be issued over 10 years or until the limit of Rs. 10,000 Cr is exhausted</u>, whichever is earlier from the date of the letter to be subscribed by prospective investor(s)
Type & Structure of Debenture	Non-Convertible Debentures (NCDs)
Listed / Unlisted	As per the issue structure
Tenor & Total Amount	As per the term sheet
Proposed Issue Open Date	
Arranger/Distributor to the Debentures	NA
Proposed Security for the Debentures	As per the term sheet
Role of VITCL	VITCL shall act as a Trustee for the Debentures and hold the security for and on behalf of the subscribers to the Debentures
Documentation Review	<ol style="list-style-type: none"> 1. DTA 2. DTD 3. Any other documents relevant
Scope of Work for Annual Fee	<ol style="list-style-type: none"> 1. Monitoring of covenants, QCRs, DRR, Insurance policy, asset cover, pledge share adequacy, interest servicing and redemption, credit rating, end use certificate. 2. Security creation - perfection, pari-passu NOCs, CERSAI in case of MOE, ROC filings 3. Release of security after receipt of No-dues 4. Compliance for listing of NCDs

It may be noted that above referred terms are only indicative and not exhaustive. The details terms and conditions shall be recorded in the Debenture Trustee Appointment Agreement/ Debenture Trust Agreement /Debenture Trust Deed. Preparation/ Vetting of the First Draft of the documents will take at least two working days after receipt of the signed term sheet & acceptance of VITCL offer from the Issuer/Subscriber

Accepted

For Toyota Financial Services India Limited


Authorized Signatory



Annexure III

Other Terms and Conditions

1. The Client (Company) may not assign or transfer any of its obligations under this letter
2. This letter shall ensure to the benefit of the Debenture Trustee and their respective successors and assigns
3. The Debenture Trustee may assign any or all of its rights and (if any) obligations under this letter to any successor Debenture Trustee appointed in accordance with the terms of the Subscription Documents
4. This letter may only be amended (and the provisions hereof may only be waived) by agreement in writing among all of the parties hereto
5. The liability of VISTRA ITCL, its officers, employees, directors, agents as a Service Provider shall be limited to the extent of fee charged by VISTRA ITCL, except in the case of gross negligence on part of the Trustee.
6. This offer of services is subject to the management approval of VISTRA ITCL including Compliance and KYC clearance
7. The implications of the service offering and structuring thereof would depend and vary on the laws prevalent at any point of time.
8. This offer is valid for 90 days from the date of this offer.
9. In case of listed debenture issues, at the request of the issuer company VISTRA ITCL may issue an in principle consent letter to be furnished to the exchange however the same shall be subject to the condition that mutually agreed debenture trustee appointment agreement is entered into before the issue opening date.
10. VISTRA ITCL shall commence its services only upon receipt of documents under serial number 1 & 2 stated in Annexure IV.
11. The terms & conditions of this offer letter shall be in addition to the terms & conditions of the transaction documents to be executed. In the event of any contradicting terms & conditions, the terms of this letter shall prevail.

Accepted
For Toyota Financial Services India Limited


Authorized Signatory



Annexure IV

Standard requirements prior to execution of documents

For drafting or preparation or vetting of documents as the case may be, VITCL will require the following documents:

1. Signed Term Sheet / IM / Debenture Subscription Agreement / Disclosure Documents / Any other documents offering the debenture for subscription
2. Completion of VITCL KYC requirements
3. All documents enclosed in the checklist that would be forwarded by VITCL
4. Charges / Payments towards settlement of the trust

Please Note: The above list is not exhaustive & binding at this stage. The appropriate list for the particular transaction shall be provided at the time of documentation.

Accepted
For Toyota Financial Services India Limited




Authorized Signatory



