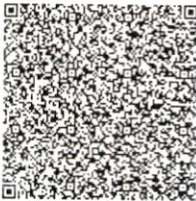


Government of National Capital Territory of Delhi

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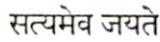
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Certificate Issued Date	: 17-May-2024 12:26 PM
Account Reference	: IMPACC (IV)/ dl971203/ DELHI/ DL-DLH
Unique Doc. Reference	: SUBIN-DL97120338043292701862W
Purchased by	: TOYOTA FINANCIAL SERVICES INDIA LIMITED
Description of Document	: Article 5 General Agreement
Property Description	: Not Applicable
Consideration Price (Rs.)	: 0 (Zero)
First Party	: TOYOTA FINANCIAL SERVICES INDIA LIMITED
Second Party	: VISTRA ITCL INDIA LTD
Stamp Duty Paid By	: TOYOTA FINANCIAL SERVICES INDIA LIMITED
Stamp Duty Amount(Rs.)	: 500 (Five Hundred only)



Please write or type below this line

Statutory Alert:

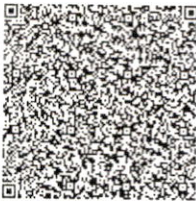
1. The authenticity of this Stamp certificate should be verified at 'www.shcilestamp.com' or using e-Stamp Mobile App of Stock Holding.
2. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
3. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.



Government of National Capital Territory of Delhi

e-Stamp

Certificate No.	: IN-DL90374943676186W
Certificate Issued Date	: 17-May-2024 12:27 PM
Account Reference	: IMPACC (IV)/ dl971203/ DELHI/ DL-DLH
Unique Doc. Reference	: SUBIN-DL97120338040531905744W
Purchased by	: TOYOTA FINANCIAL SERVICES INDIA LIMITED
Description of Document	: Article 5 General Agreement
Property Description	: Not Applicable
Consideration Price (Rs.)	: 0 (Zero)
First Party	: TOYOTA FINANCIAL SERVICES INDIA LIMITED
Second Party	: VISTRA ITCL INDIA LTD
Stamp Duty Paid By	: TOYOTA FINANCIAL SERVICES INDIA LIMITED
Stamp Duty Amount(Rs.)	: 500 (Five Hundred only)



Please write or type below this line

Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at 'www.shcilestamp.com' or using e-Stamp Mobile App of Stock Holding.
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3. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

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DEBENTURE TRUSTEE AGREEMENT

This Agreement made at Delhi on this 20th May, 2024 by and between:

TOYOTA FINANCIAL SERVICES INDIA LIMITED, a public limited company incorporated under the Companies Act, 1956, registered as non-banking financial company within the meaning of Reserve Bank of India Act, 1934 (2 of 1934) and having its registered office No. 21, Centropolis, First Floor, 5th Cross, Langford Road, Shanti Nagar, Bangalore-560025(hereinafter referred to as "**Company**" or "**TFSIN**", which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors-in-title and permitted assigns) of the **FIRST PART**;

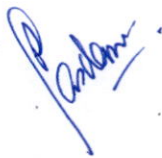
AND

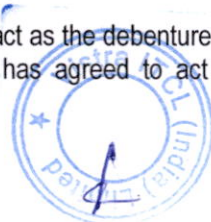
VISTRA ITCL (INDIA) LIMITED a company incorporated under the Companies Act, 1956 and having its registered office at The IL&FS Financial Centre, Plot No. C-22, 6th floor, G Block, Bandra-Kurla Complex, Bandra East Mumbai-400051 and having its branch at 805, Kailash Building 26, Kasturba Gandhi Marg, Connaught Place, New Delhi 110001 (hereinafter referred to as the "**Debenture Trustee**", which expression shall, unless repugnant to the subject or context thereof, be deemed to mean and include its successors in office and assigns) of the **OTHER PART**.

(The Company and the Debenture Trustee shall be individually referred to as a "**Party**" and collectively as "**Parties**".)

WHEREAS

- A. The Company, pursuant to the authority granted by the resolutions of its board of directors passed at its meeting held on the date as indicated in **Schedule 1** hereto, proposes to issue up to such number of secured, rated, listed, redeemable, non-convertible debentures as set out in **Schedule 1** hereto, on a private placement basis (hereinafter collectively referred to as the "**Debentures**"), on the terms and conditions contained in the General Information Document and in the Key Information Document to be issued by the Company ("General Information Document/ Key Information Document") and in the Debenture Trust Deed (as defined hereinafter);
- B. Pursuant to the provisions of the Companies Act, 2013, including any statutory modification or re-enactment or replacement thereof, for the time being in force (hereinafter referred to as the "**Act**"), SEBI (Issue and Listing of Non- Convertible Securities) Regulations, 2021, as amended, varied or modified from time to time and the SEBI (Debenture Trustee) Regulations 1993 as amended, varied or modified from time to time ("**SEBI (Debenture Trustee) Regulations**"), the Company is desirous of appointing a debenture trustee for the benefit of the holders of the Debentures from time to time (hereinafter referred to as the "**Debenture Holders**");
- C. The Debenture Trustee is registered with the Securities and Exchange Board of India ("**SEBI**") as a debenture trustee under the SEBI (Debenture Trustee) Regulations, 1993 as amended from time to time ("**Debenture Trustee Regulations**");
- D. The Company has approached the Debenture Trustee to act as the debenture trustee for the Debenture Holders and the Debenture Trustee has agreed to act as the

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debenture trustee for the benefit of the Debenture Holders and to hold the security to be created in favour of the Debenture Trustee to secure the payment and other obligations of the Company in respect of the issuance of the Debentures, for the benefit of the Debenture Holders, on the terms and conditions agreed upon and hereinafter set out.

NOW IT IS AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

Capitalized words and expressions used herein and not defined shall have the meaning respectively assigned to such words and expressions in the debenture trust deed to be executed between the Debenture Trustee and the Company ("**Debenture Trust Deed**") on or about the date hereof.

1. APPOINTMENT

The Company hereby appoints Vistra ITCL (India) Limited as the debenture trustee for the Debenture Holders and the Debenture Trustee hereby agrees to act as the debenture trustee for the benefit of the Debenture Holders and for purposes related thereto in accordance with the provisions of the Transaction Documents, including for holding and monitoring the security to be created by the Company in favour of the Debenture Trustee to secure the outstanding amounts in respect of the issuance of the Debentures, for the benefit of the Debenture Holders and for purposes related thereto in accordance with the provisions of the Transaction Documents, including for holding and monitoring the security to be created by the Company in favour of the Debenture Trustee to secure the payment and other obligations of the Company in respect of the issuance of the Debentures, for the benefit of the Debenture Holder(s), subject to the completion of due diligence of all relevant information pertaining to the assets of the Company over which the security is to be created to secure the Debentures, to the satisfaction of the Debenture Trustee. The detailed terms and conditions of the Debentures, manner of issuance of the Debentures and detailed terms and conditions in relation to the rights, duties and obligations of the Company and Debenture Trustee, shall be more specifically set out in the debenture trust deed to be entered into by the Company and the Debenture Trustee as per the Companies Act, SEBI Regulations, guidelines, circulars issued in this regard from time to time. The Debenture Trustee and the Company shall on or around the date hereof also enter into a debenture trust deed in form SH-12 or as near thereto as possible and shall consist of: (a) Part A- containing all the statutory/standard information pertaining to the Debentures; and (b) Part B- containing all the specific details in relation to the Debentures (hereinafter referred to as the "**Debenture Trust Deed**") and such other documents as may be required from time to time in relation to the Debentures.

This Agreement shall be in force till the monies in respect of the Debentures have been fully paid off and the requisite formalities for satisfaction of charge in all respects have been complied with to the satisfaction of the holders of the Debentures.

2. As the Debentures are to be secured, the Company shall create the securities over such of its movable properties and on such terms and conditions as disclosed in the General Information Document/ Key Information Document and execute the Debenture Trust Deed and other necessary security documents for the Debentures as approved by the Debenture Trustee, prior to filing of the application for listing of the Debentures, in accordance with the extant SEBI Debt Listing Regulations and shall be registered with Sub-registrar, Registrar of Companies, Central Registry of Securitization Asset Reconstruction and Security Interest (CERSAI), Depository etc., as applicable, within

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30 days of creation of charge. The Company agrees that, in case the charge is not registered anywhere or is not independently verifiable, then the same shall be considered a breach of covenants/ terms of the issue by the Company.

3. The Company shall comply with the provisions of SEBI Debenture Trustee Regulations, the SEBI Debt Listing Regulations, the debt listing agreement entered into by the Company with the relevant stock exchanges, the SEBI (Listing Obligations and Disclosure Requirements) Regulations 2015 (as amended from time to time), the Companies Act, 2013 LODR Regulations, SEBI DT Master Circular and other applicable provisions under applicable laws, regulations and guidelines ("**Relevant Laws**") in connection with the issuance, allotment, listing and ensuring continued compliance of the Debentures until the redemption in full of the Debentures. Further the Company undertakes to comply with all regulations/provisions of Companies Act, 2013, guidelines of other regulatory authorities in respect of allotment of Debentures till its redemption and the time limit within which the security for the debentures shall be created shall be in accordance with the Companies Act, 2013 or provisions as prescribed by any regulatory authority as applicable.
4. The Company will submit the required details along with the necessary documents mentioned in the checklist of the listing application to the NSE, for the purpose of listing the Debentures on the wholesale debt market segment of the NSE, after the allotment of the Debentures, and will apply to obtain the listing approval from the NSE. A copy of the listing approval received from the NSE will be forwarded to the Debenture Trustee.
5. The Company hereby declares and confirms that the Company or the person in control of the Company, or its promoter has not been restrained or prohibited or debarred by the SEBI from accessing the securities market or dealing in securities.
6. **DEBENTURE TRUSTEE REMUNERATION**

The Company shall pay to the Debenture Trustee, so long as they hold the office of the Debenture Trustee, remuneration for their services as Debenture Trustee in addition to all legal, traveling and other actual costs, charges and expenses which the Debenture Trustee or their officers, employees or agents may incur in relation to execution of the Debenture Trust Deed and all other documents executed/to be executed to give effect to the creation of security for securing the Debentures and such any other actual expenses like advertisement, notices, letters to debenture holders etc. Additional professional fees/expenses would attract in case of default. The remuneration of the Debenture Trustee shall be as per the terms of the letter dated 9th June 2023 provided in Schedule 1 of this Agreement or as agreed and amended by both the parties from time to time.

The Company shall, pay on demand, all actual costs and expenses (including legal fees) incurred by the Debenture Trustee in connection with the preparation, negotiation of or entry into this Agreement and/or any amendment of, supplement to or waiver in respect of this Agreement and against submission of the requisite supporting documents. Apart from the Debenture Trustee fees, the Company shall, from time to time, make payment to/ reimburse the Debenture Trustee in respect of all direct expenses and out-of-pocket costs incurred by the Debenture Trustee or their officers, employees or agents with respect to the current issue. The Debenture Trustee shall notify the Company well in advance about the expenses to be incurred. The Company shall promptly pay, and in any event before any interest or penalty becomes payable, any stamp, documentary, registration or similar tax payable in connection with the entry

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into, registration, performance, enforcement or admissibility in evidence of this Agreement or any such other documents executed in connection to this transaction and/or any such amendment, supplement or waiver.

7. The Company shall comply with the provisions of the Act and agrees to furnish to the Debenture Trustee such information as may be required in terms of the Act, Applicable Law and the Debenture Trust Deed, on a regular basis.
8. The Company shall execute the Debenture Trust Deed and other Transaction Documents setting out thereby, the detailed terms and conditions of the Debentures including the rights, duties and obligations of the Company, the Debenture Trustee and the other parties thereto in respect of the issuance of the Debentures.
9. This Agreement shall be effective on and from the date first hereinabove written and shall be in force till all the moneys in respect of the Debentures have been fully paid-off or until the appointment of the Debenture Trustee is terminated in accordance with the Debenture Trust Deed.
10. The Company shall *inter-alia* furnish / shall have furnished to the Debenture Trustee the following documents (physical / electronic copy):
 - (a) General Information Document/ Key Information Document in relation to the issue of Debentures;
 - (b) Proof of credit / dispatch of certificates pertaining to the Debenture;
 - (c) Details of the depository with whom the Debentures are held in dematerialised form;
 - (d) Latest annual report of the Company;
 - (e) this Agreement;
 - (f) The Debenture Trust Deed;
 - (g) Certificate issued by the relevant registrar of companies in relation to the charge created to secure the Debentures;
 - (h) Security documents executed in relation to the Debentures including the Deed of Hypothecation;
 - (i) the necessary corporate authorisations by way of board resolutions and/or shareholder resolutions necessary for the issue of the Debentures and the creation of Security thereunder
 - (j) certified true copy of the resolution for allotment of Debentures
 - (k) Statutory auditor certificate, on a half yearly basis if applicable as per the Debenture Trustee Regulations;
 - (l) Information to enable the Debenture Trustee to carry out the necessary due diligence and monitor the security cover on a quarterly basis and to ensure the implementation of the conditions regarding creation of security for the debentures, if any, debenture redemption reserve and recovery expense fund
 - (m) Details of the recovery expenses fund to be created by the Company in the manner as may be specified by the SEBI from time to time along with duly acknowledged letter / confirmation from stock exchange on the amount of such fund maintained and the mode of maintenance.
 - (n) Bank account details of the Company along with copy of pre-authorisation letter issued by Company to its banker in relation to the payment of redemption amount of the Debentures;
 - (o) Confirmation/proofs of payment of interest and principal made to the Debenture Holders on the relevant due dates; and
 - (p) Letters from credit rating agencies about ratings;

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- (q) Depository Details and a confirmation from the National Securities Depositories Limited and/or the Central Depository Services (India) Limited in relation to the ISIN allocated to the Debentures; Beneficiary position reports as provided by the registrar;
- (r) return of allotment filed with the registrar of companies (Form No-PAS 3)
- (s) Such other documents as may be reasonably required by the Debenture Trustee.

11. SECURITY

- (a) The Company herein covenants with the Debenture Trustee that the following security shall be created in favour of the Debenture Trustee within timelines stipulated as per Applicable Law for the benefit of the Debenture Holders to secure the principal amounts, interest amounts, default interest and all amounts outstanding with respect to the Debentures:
- (b) A first ranking exclusive charge by way of hypothecation over Secured Property of the Company in favour of the Debenture Trustee (acting for and on behalf of the Debenture Holders) in terms as detailed in the Deed of Hypothecation executed between the Company and Debenture Trustee on or about the date hereof; and
- (c) Such other security as may be mutually agreed between the Company and the Debenture Trustee (acting on the instructions of the majority Debenture Holders).

12. Information Accuracy and Storage

- (a) The Company declares that the information and data furnished by the Company to the Debenture Trustee is true and correct;
- (b) The Company confirms that the requisite disclosures will be made in the General Information Document/ Key Information Document. Further the Company undertakes to ensure that:
 - (i) Information on consents/ permissions required for creation of further charge on assets are adequately disclosed in the General Information Document/ Key Information Document.
 - (ii) All disclosures made in the General Information Document/ Key Information Document with respect to creation of security are in confirmation with the clauses of this Agreement.
 - (iii) All covenants proposed to be included in Debenture Trust Deed (including any side letter, accelerated payment clause etc.) are disclosed in General Information Document/ Key Information Document.
 - (iv) Terms and conditions under this Agreement including fees charged by the debenture trustee and process of due diligence carried out by debenture trustee shall be disclosed under the General Information Document/ Key Information Document
- (c) The Company undertakes and acknowledges that the Debenture Trustee and any other authorized agency may use, process the information and data disclosed to the Debenture Trustee in the manner as deemed fit by them in relation to the purpose of the due diligence to be undertaken in relation to the issuance of the Debentures.

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13. **TRANSACTION DOCUMENTS**

All the Transaction Documents to be executed in relation to the Debentures shall, as and when the same are finalized and executed, be held by the Debenture Trustee and shall be available for review and inspection by the Debenture Holders during office hours.

14. **CUMULATIVE POWERS**

The powers which the Transaction Documents confer on the Debenture Trustee are cumulative and without prejudice to its respective general powers under Applicable Law and may be exercised as often as the Debenture Trustee may deem fit and appropriate.

15. **CONFIRMATIONS AND DECLARATIONS**

The Company hereby declares and confirms that:

- (a) the Company or the person(s) in control of the Company, or its promoter(s) have not been restrained or prohibited or debarred by the Securities Exchange Board of India from accessing the securities market or dealing in securities.
- (b) the assets on which the charge is proposed to be created to secure the Debentures are free from encumbrances
- (c) the Company shall on or prior to the date of execution of the Debenture Trust Deed, provide to the Debenture Trustee, the bank account details from which the Company proposes to make the payment of redemption amount in relation to the Debentures due to the Debenture Holder(s). Further, the Company hereby undertakes that it shall preauthorize the Debenture Trustee to seek the redemption amount payment related information from such bank.

16. **AUTHORIZATION AND CONSENTS**

- (a) The Company herein covenants with the Debenture Trustee that all actions (including corporate actions), conditions and things required to be taken, fulfilled and done (including the obtaining of any consents (if applicable) by the Company in order (a) to enable it to lawfully enter into, exercise its rights and perform and comply with its obligations under this Agreement, (b) to ensure that those obligations are legally binding and enforceable, and (c) to make this Agreement admissible in evidence in the courts of India, have been taken, fulfilled and done in strict compliance with all Applicable Laws and regulations.
- (b) Any payment in respect of the Debentures required to be made by the Debenture Trustee to a Debenture Holder (who is a foreign institutional investor) at the time of enforcement would, if required by Applicable Law, be subject to the prior approval of Reserve Bank of India for such remittance through an authorised dealer. The Company/ relevant Debenture Holder shall obtain all such approvals, if required, to ensure prompt and timely payments to the said Debenture Holder. Such remittance shall not exceed total investment (and interest provided for herein) made by the Debenture Holder (who is a foreign institutional investor) in the Debentures.



- (c) The Company shall comply with the provisions of the Debenture Trustee Regulations, as may be applicable, including Regulation 13 and Regulation 13A of the Debenture Trustee Regulations, the provisions of the SEBI Debt Listing Regulations, as amended from time to time, the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015, as amended from time to time and the relevant applicable SEBI circulars.
- (d) The Company shall, provide the Debenture Trustee with all the information/documents to exercise due diligence with respect of creation of Security as per Applicable Law.
- (e) The Debenture Trustee shall supervise the implementation of the conditions regarding creation of Security for the Debentures.
- (f) The Debenture Trustee ipso facto does not have the obligations of a borrower or a principal debtor or a guarantor as to the monies paid/invested by the Debenture Holder(s) for subscribing to the Debentures.

17. **Documents required to be submitted prior to or simultaneously with execution of this Agreement:**

The terms of this Agreement shall be effective only upon the submission by the Company of the requisite information and documents to the satisfaction of the Debenture Trustee for carrying out the requisite due diligence as required in terms of the Applicable Laws including in connection with verification of the security / contractual comforts and the required asset cover for the Debentures, which is undertaken by the Company to be submitted simultaneously with or prior to the execution of this Agreement. Without prejudice to the aforesaid, the Company shall provide to the Debenture Trustee, all the information and documents as annexed hereto as **Schedule 2**, as applicable.

18. **Terms of carrying out due diligence:**

- (a) The Debenture Trustee, in terms of Regulations 15(6) of the DT Regulations either through itself or its agents /advisors/consultants, shall carry out requisite diligence to verify the status of encumbrance and valuation of the assets and whether all permissions or consents (if any) as may be required to create the security as stipulated in the Transaction Documents and the Applicable Laws, has been obtained. For the purpose of carrying out the due diligence as required in terms of the Applicable Laws, the Debenture Trustee, either through itself or its agents /advisors/consultants, shall have the power to examine the books of account of the Company and to have the Company's assets inspected by its officers and/or external auditors / valuers / consultants / lawyers / technical experts / management consultants appointed by the Debenture Trustee. All costs, charges, fees and expenses that are associated with and incurred in relation to the diligence as well as preparation of the reports/certificates/documentation, including all out of pocket expenses towards legal or inspection costs, travelling and other costs, shall be solely borne by the Company.
- (b) The Company shall provide all assistance to the Debenture Trustee to enable verification from the Registrar of Companies, Sub-registrar of Assurances (as

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applicable), Information Utility or any other authority, as may be required, where the assets and/or prior encumbrances in relation to the assets of the Company or any third party security provider for securing the Debentures, are registered or disclosed.

- (c) Without prejudice to the aforesaid, the Company shall ensure that it provides and procures all information, representations, confirmations and disclosures as may be required in the sole discretion of the Debenture Trustee to carry out the requisite diligence in connection with the security creation in relation to the issuance and allotment of the Debentures, in accordance with the Applicable Laws.

19. MISCELLANEOUS

19.1 Benefit of Agreement

This Agreement shall ensure to the benefit of and be binding on the Parties and their respective successors and permitted assigns of each Party.

19.2 Stamp Duty

The Company shall ensure to promptly pay, any stamp, documentary, registration or similar tax payable in connection with the entry into, registration, performance, enforcement or admissibility in evidence of this Agreement and/or any such amendment, supplement or waiver.

19.3 Confidentiality

- (a) The information received by any of the Parties to this Agreement relating to the other Party and the existence of this Agreement itself (hereinafter referred to as "**Confidential Information**") shall be kept in the strictest confidence and shall not be divulged or disclosed to any person, other than such of the directors, officers, employees, advisors and accountants of the recipient Party on a need to know basis in accordance with the intent and purpose of this Agreement, provided always that each such person to whom Confidential Information is disclosed shall have been made aware of its confidential nature and of the terms of this Agreement prior to such disclosure by the disclosing Party expressly marking or stating as confidential such Confidential Information and each such person to whom the Confidential Information is disclosed shall also keep the same in the strictest confidence and shall not divulge or disclose the same to any other person.
- (b) The restriction set forth in Clause 19.3 (a) herein shall not apply to any part of the Confidential Information, which:
 - (i) is at the time of disclosure to the recipient Party, or thereafter, becomes part of the public domain, other than as a result of the acts or omissions of the recipient Party, its directors, officers or employees; or
 - (ii) is required to be disclosed by judicial, administrative or stock exchange process, any enquiry, investigation, action, suit, proceeding or claim or otherwise by Applicable Law or by any other regulatory authority; or

X *[Signature]*



- (iii) is required to be disclosed by the Company or the Debenture Trustee to the Debenture Holders or to a rating agency or any other third party pursuant to the terms of the Debenture Trust Deed or other documents executed pursuant thereto.

19.4 Governing law and Jurisdiction

- (a) This Agreement shall be governed by and construed in accordance with the laws of India.
- (b) The Company irrevocably agrees that for deciding on any disputes arising in relation to this Agreement, the competent courts at Delhi, India shall have the exclusive jurisdiction and the Company hereby submit to the same.

19.5 Waiver

No failure by any Party to exercise, nor any delay by any Party in exercising any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy, prevent any further or other exercise thereof or the exercise of any other right or remedy. The rights and remedies herein provided are cumulative and not exclusive of any rights or remedies provided by and available under Applicable Law or the Debenture Trust Deed or the other documents executed pursuant thereto. No notice to or demand on any Party in any case shall entitle that Party to any other or further notice or demand in similar or other circumstances or constitute a waiver of the rights of the other Party to any other or further action in any circumstances without notice or demand.

19.6 Amendments

This Agreement may be amended only by an instrument in writing signed by duly authorised representatives of the Company and the Debenture Trustee acting on the instructions of the Majority Debenture Holders.

19.7 Notices

(a) **Communications in writing**

Any notice, demand, request or other communication (individually each a "Notice") to be made or given under this Agreement shall be in writing unless otherwise stated. Such Notice shall be deemed to have been duly given or made when it shall be (a) delivered personally, or (b) sent by facsimile transmission, or (c) sent by registered mail with acknowledgment due, postage prepaid, or (d) sent by telex, or (e) sent by e-mail.

- (b) The details of the Parties for the purposes of serving any notices in relation to or pursuant to this Agreement shall be as set out in **Schedule 1** herein.

(c) **Delivery**

Any communication or document made or delivered by one person to another under or in connection with this Agreement will only be effective:

- (i) if by way of fax, when received in legible form, or

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P. Pandey



- (ii) if by way of letter, when it has been left at the relevant address for 5 (Five) Business Days after being deposited in the post, postage prepaid in an envelope addressed to it at that address; or
- (iii) if by way of telex, when dispatched, but only if, at the time of transmission, the correct answerback appears at the start and at the end of the sender's copy of the notice;
- (iv) if by way of e-mail, when received in legible form and subject to such e-mail being followed up with a written letter / a fax / a telex;
- (v) and, if a particular department or officer is specified as part of its address details provided under this Clause 19.6, if addressed to that department or officer.

19.8 Counterparts

This Agreement may be signed in any number of counterparts, all of which taken together and when delivered to the Debenture Trustee shall constitute one and the same instrument.

19.9 Partial Invalidity

The illegality, invalidity or unenforceability of any provision of this Agreement under the law of any jurisdiction shall not affect its legality, validity or enforceability under the law of any other jurisdiction nor the legality, validity or enforceability of any other provision.

19.10 Further Assurances

The Parties hereby agree to execute and do such further documents, assurances, deeds, acts or things as may be necessary to give full effect to the provisions herein contained.

19.11 Effective date

This Agreement shall not come into force or effect, or bind the Parties hereto as per the terms and conditions contained herein, unless this Agreement has been signed and executed by the authorised persons of each of the Parties hereto.

Handwritten signature in blue ink, possibly reading "P. Anderson".



SCHEDULE 1-PARTICULARS OF THIS AGREEMENT

S.No	Items	Particulars
1.	Number of Debentures and the face value of each Debenture and the aggregate amount of the Debentures	No. of Debentures Upto INR 7,600 Crore with the face value as agreed in respective General Information Document/ Key Information Document
2.	Date of resolution of the Board of Directors	January 30, 2024
3.	Debenture Trustee Fee Letter date	June 09, 2023
4.	Address / Particulars of Debenture Trustee for the purpose of serving Notices	Vistra ITCL (India) Limited The IL&FS Financial Centre, Plot C- 22, G Block, Bandra Kurla Complex, Bandra(E), Mumbai 400051 Attention: ITCLComplianceofficer@vistra.com Fax No.: + 91 22 2653 3297
5.	Address / Particulars of the Company for the purpose of serving Notices	Toyota Financial Services India Limited, No. 21, Centropolis, First Floor, 5th Cross, Langford Road, Shanti Nagar, Bangalore-560025, Karnataka Tel. No.: +91 80 43442874 Fax No.: +91 80 43442930 E-mail: treasury@tfsin.co.in



Handwritten signature

SCHEDULE 2

Details of/ information in relation to the assets on which charge is proposed to be created by the Company (as applicable) to be submitted to Debenture Trustee

- (i) Details of movable properties;
- (ii) Details of immovable property;
- (iii) Details of investments;
- (iv) Title deeds (original/ certified true copy by issuers/ certified true copy by existing charge holders, as available);
- (v) Latest title search reports issued by a legal counsel/ advocates;
- (vi) Copies of the relevant agreements/ memorandum of understanding which pertains to the security interest proposed to be created for securing the Debentures; and
Copy of evidence of registration with Sub-registrar, Registrar of Companies, CERSAI, etc. –



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A handwritten signature in blue ink, written diagonally. It appears to be a stylized name, possibly "R. S. Chandra".

SIGNED AND DELIVERED by the within named
TOYOTA FINANCIAL SERVICES INDIA LIMITED
Being the Company above named
by the hand of Mr. Anupam Vasdani
CFO, an authorized
Representative of the Company

SIGNED AND DELIVERED by the within named
Vistra ITCL (India) Limited
in its capacity as Debenture Trustee
by the hand of Mr.
UPRATIK DASGUPTA an authorized
representative of the Debenture Trustee

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