

# **TOYOTA FINANCIAL SERVICES INDIA LIMITED**

## **Framework for Dealing with Unclaimed Amount on Non-Convertible Debentures**

*Version 3.0*

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## **I. PURPOSE AND OBJECTIVE**

1. Provide procedural framework for dealing with unclaimed amount on Non-Convertible Debentures (NCDs) issued by the company.
2. Provide procedural framework for claiming such amount by the investors.
3. SEBI circular no. SEBI/HO/DDHS/DDHS-RAC-1/P/CIR/2023/176 dated November 08, 2023, provides guidance on standardizing the process to be followed by the Company for transfer of unclaimed amounts on Non-convertible Securities to Escrow Account and the process to be followed by the investors for making claims thereof.
4. Further, Regulation 61A (3) of the LODR Regulations, inter-alia, provides that any amount transferred to the Escrow Account in terms of Regulation 61A (2), remaining unclaimed for a period of seven years shall be transferred to the 'Investor Education and Protection Fund' (IEPF) constituted in terms of section 125 of the Companies Act, 2013 – in case of listed entities which are companies.

## II. FRAMEWORK FOR TRANSFER OF UNCLAIMED AMOUNTS BY THE LISTED ENTITIES TO ESCROW ACCOUNTS AND CLAIM THEREOF BY INVESTORS

### 1. Applicability

Applicable on listed non-convertible securities with interest / redemption amount which has not been claimed within thirty days from the due date of interest / redemption payment.

### 2. Obligations of the Company

**A. Transfer of unclaimed amounts to Escrow Account:** In terms of Regulation 61A (2) of the LODR Regulations, the Company shall, within 7 (seven) days from the date of expiry of the said period of 30 (thirty) days (as referred in paragraph above), transfer the unclaimed amounts to an Escrow Account to be opened by it in any scheduled bank.

**B. Interest in case of default:** In case a default is made in transferring the amount referred in paragraph 1 above or part thereof to the Escrow Account of TFSIN, the Company shall pay interest on the amount that has not been transferred to the said account, for the period of default i.e., from the date of default till the date of transfer to the Escrow Account, at the rate of 12% (Twelve percent) per annum. The said interest amount shall accrue to the investors in proportion to the amount remaining unclaimed.

**C. Designating Nodal Officer:** The Company would designate as 'Nodal Officer', a person who may either be a Director, Chief Financial Officer, Company Secretary or Compliance Officer of the Company. Such officer shall be the point of contact for investors entitled to claim their unclaimed amounts, SEBI, Stock Exchange(s) and Depositories. The Company shall display the name, designation and contact details of the Nodal Officer on its website. In case there is a change in the Nodal Officer due to any reason, the Company shall designate another person as a Nodal Officer within 15 (fifteen) days of such change. The details of TFSIN Nodal Officer are as follows:

Name	Mr. Surya Narayan Patro
Designation	Chief Financial Officer
Phone No.	080-43442800 (Working Days and Hours: Monday to Friday between 09:00 AM and 06:00 PM subject to holidays as per Company's policy)
Email Address	<a href="mailto:investorrelations@tfsin.co.in">investorrelations@tfsin.co.in</a>

**D. Display of information with respect to unclaimed amounts by the Company on its website:** The company would display the following information on its website within a period of 30 (thirty) days of transferring the unclaimed amount to the Escrow Account.:

ISIN	Amount lying unclaimed including Penal Interest, if any (in INR)	Category (Interest/ Dividend/ Redemption amount)	No. of investors	Date when amount became due (dd/mm/yyyy)	Date when unclaimed amount was transferred to Escrow Account (dd/mm/yyyy)	Date when amount is to be transferred to IEPF (dd/mm/yyyy)
	<b>Total</b>					

**Name and designation of the Nodal Officer:**

**Email ID and phone no.:**

- E. Search facility for investor:** The company website shall provide a search facility for investors to verify if there is any unclaimed amount due to them and lying in the Escrow Account of the Company. The search criterion may be based on combinations, such as:
- i. PAN; or
  - ii. Name and Depository Participant Identification (DP ID)/ Client Identification (Client ID).
- F. Information of unclaimed amount:** Upon such search, the following information shall be visible to the investor:
- i. Amount due to the investor on the date of payment (in INR);
  - ii. Category - interest/ redemption amount;
  - iii. Date when amount became due (dd/mm/yyyy);
  - iv. Amount (in INR) transferred to Escrow Account (including penal interest, if any, for delay in transfer by the Company);
  - v. Date when unclaimed amount was transferred to Escrow Account (dd/mm/yyyy).

Further, the interest, if any, in the Escrow Account, that accrues to the investor in proportion to his/ her unclaimed amount, may also be disclosed by the Company.

**G. Process for filing of claim:**

If the name of investor is appearing in the list of unclaimed interest/redemption amount, then the investor to courier the following documents at the office address "Kind Attention: Nodal Officer, Toyota Financial Services India Limited, 7th Floor, Tower-C, Sattva Global City, Mysuru Road, Kengeri, Bengaluru-560059, Karnataka, India for processing the direct credit of interest/redemption amount:

- i. In case claim is being submitted by the Investor:**

- a. Request Letter provided in **Annexure 1** (as sample).
- b. Self-attested copy of the PAN Card and copy of Address Proof.
- c. For institutional Investors, constitutional documents and scanned copy (PDF/ JPG Format) of the relevant board resolution/authority letter, and any other document a by Authorized Signatories.
- d. Certified copy of the updated Client Master List (CML) with revised/correct bank details.
- e. Cancelled cheque from the same bank account which is getting reflected in the revised CML.
- f. An indemnity bond **Annexure 2** (as sample) on non-judicial stamp paper of as applicable.

**ii. In case claim is submitted by the legal heir/ nominee of the Investor:**

- a. Request Letter provided in **Annexure 1** (as sample).
- b. Self-attested copy of the PAN Card and Address Proof.
- c. Notarized copy of Death Certificate of the deceased holder.
- d. Certified copy of the updated Client Master List (CML) with revised/correct bank details.
- e. Cancelled cheque from the same bank account which is getting reflected in the revised CML.
- f. An indemnity bond **Annexure 3** (as sample) on non-judicial stamp paper of as applicable.
- g. No-Objection Certificate from the Legal Heir(s) **Annexure 4** (as sample).

*Note: The legal heir/ successor/ nominee shall satisfy the conditions/ provisions specified under the SEBI Listing Regulations and circulars issued thereunder, for the transmission of non-convertible securities and/ or the corresponding claim thereon, as applicable.*

Above is the indicative list of documents required for processing the unclaimed interest/redemption amount. In case of any query, investor can write at **[investorrelations@tfsin.co.in](mailto:investorrelations@tfsin.co.in)**.

Also, investor may reach out to the Company Team at 080 43442800.

The above policy shall be displayed on the website of the Company.

**H. Processing of claim:**

- i. The Company shall create an internal policy w.r.t. the process to be followed for verification of claims including the documents to be considered and the facility to check status of claim by investor, etc.

Upon receipt of a claim application, if TFSIN, upon examination, finds it necessary to call for further information or finds such application or document(s) to be defective or incomplete in any respect, it shall intimate the investor, of such need for information or defects or incompleteness, by e-mail or other written communication. The Company shall direct the investor to furnish such information or to rectify such defects or incompleteness or to re-submit such application or document(s) within 30 (thirty) days from the date of receipt of such communication, failing which the claim may be rejected. However, rejection of a claim does not restrict an investor from submitting a fresh claim.

- ii. The Company shall, within 30 (thirty) days of receipt of a claim application from an investor or complete information as called upon from the investor, remit the payment to the investor using electronic modes of funds transfer.
- iii. The Company shall display the cumulative details of the number of claims received, processed, pending, etc. on its website.

- I. Maintenance of records:** The Company shall preserve information pertaining to the unclaimed amounts of investors including relevant documentation. The Company shall furnish necessary information, as and when called for by the Board.

- J. Update of information:** Any change in the information uploaded on the website shall be updated by the Company by the seventh day of the succeeding month.

### **III. FRAMEWORK FOR TRANSFER OF UNCLAIMED AMOUNTS FROM THE ESCROW ACCOUNT OF THE COMPANY TO IEPF AND CLAIM THEREOF BY INVESTORS**

The Company shall adhere to the provisions of the Companies Act 2023 and the rules made thereunder (as amended from time to time) in this regard.

### **IV. Review of Policy**

The policy is to be reviewed at least once a year.

**Glossary for Policy:**

NCD = Non-Convertible Debentures, PAN = Permanent Account Number, IEPF = Investor Education and Protection Fund, ISIN= International Securities Identification Numbering system, MD&CEO = Managing Director and Chief Operating Officer, TFSIN = Toyota Financial Services India Limited, WTD & Deputy CEO = Whole Time Director and Deputy Chief Executive Officer, SEBI = Securities and Exchange Board of India, INR = Indian Rupee, LODR = Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015

**Annexure 1: Request Letter**

Date:

To

Toyota Financial Services India Limited,  
Nodal Officer,  
7th Floor, Tower-C, Sattva Global City,  
Mysuru Road, Kengeri,  
Bengaluru-560059, Karnataka, India.

**Kind Attention: Nodal Officer**

Sub: Credit of the unclaimed interest/principal amount

Ref: Non-Convertible Debentures issued by Toyota Financial Services India Limited

Dear Sir / Madam,

I/We, \_\_\_\_\_, am/are holding Non-Convertible Debentures ("NCDs") issued by Toyota Financial Services India Limited ("the Company"), as per below details:

Sl. No.	Details	Particulars
1.	No. of NCDs	
2.	ISIN	
3.	Amount remaining unclaimed	

With reference to the various reminders by the Company and telephonic conversation with the official of the Company, we request you to credit the unclaimed amount in the Bank Account, details of which are given below:

Name of the Bank	
Branch	
Type of Account	
Account Number	
IFSC Code	
MICR Code	

Please find enclosed herewith the following documents to enable the Company to process the Unclaimed Amount:

Self-attested PAN Card Copy and Aadhar Card;

1. Certified copy of the updated Client Master List (CML) with your revised/correct bank details
2. Cancelled Cheque from the same bank account which is getting reflected in the revised CML
3. Indemnity Bond

Request you to process the credit of the unclaimed amount.

Thank You.

Yours faithfully

Sign/-

Name of Investor

Address:

Contact Details:

**Annexure 2: Indemnity Bond (Claim by Investor)****INDEMNITY BOND**

This is to certify and undertake that I/We have unclaimed interest/redemption amount for the Non-Convertible Securities being held by me/us as per details given below:

UNIT: Toyota Financial Services India Limited **(the Company)**

**Name of the Debenture holder:** \_\_\_\_\_

No. of NCDs	ISIN	DP ID / Client ID	Date on which Interest / Redemption became due	Interest / Redemption Amount

I/We hereby agree to indemnify Toyota Financial Services India Limited, its successors and assigns and the Directors, Employees and Officers thereof and their respective heir(s), executor(s) and administrator(s) and each of their estates and effects from and against all actions, causes, suits, proceedings, accounts, claims and demands whatsoever and against all duties, penalties, levies, Taxes, losses, damages, costs, charges, expenses and all other liabilities / sums of money incurred of whatsoever nature in relation to the receipt of unclaimed Interest / Redemption amount (refer table above) which it has to lawfully discharge.

The aforementioned indemnities are:

- (a) continuing, separate and independent obligations of the claimant(s); and
- (b) shall not be limited or reduced by any insurance, except to the extent that the proceeds of any such insurance are capable of being applied to reduce claims.

**IN WITNESS WHEREOF I/WE HERETO HAVE HEREUNTO SET AND SUBSCRIBED OUR RESPECTIVE HAND AT**

**ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, \_\_\_\_\_.**  
 (Place) (Date) (Month) (Year)

<b>Name of the Applicant(s):</b>	<b>Name of the Second Joint Holder</b>	<b>Name of the Third Joint Holder</b>
<b>Signature:</b>	<b>Signature:</b>	<b>Signature:</b>

<b>Address:</b>	<b>Address:</b>	<b>Address:</b>
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<b>Name of the Witness no. 1:</b>	<b>Name of the Witness no. 2:</b>
<b>Signature:</b>	<b>Signature:</b>
<b>Address:</b>	<b>Address:</b>

**Annexure 3: Indemnity Bond (Claim by Legal Heir)****INDEMNITY BOND**

THIS DEED OF INDEMNITY is made at \_\_\_\_\_ (place) on this the \_\_\_\_ (date) day of \_\_\_\_\_ (month), \_\_\_\_\_ (year).

By

Mr./Ms. \_\_\_\_\_ wife/son/daughter Mr./Ms. \_\_\_\_\_ aged about \_\_\_\_ years residing at \_\_\_\_\_

\_\_\_\_\_ (which expression shall unless it be repugnant to the meaning or context thereof be deemed to mean and include them and their respective heirs, executors, administrators and legal representatives) of the First Part (hereinafter referred as "Claimant").

**IN FAVOUR OF:**

Toyota Financial Services India Limited, a company registered under the provisions of Companies Act, 1956, having its registered office at 7th Floor, Tower-C, Sattva Global City, Mysuru Road, Kengeri, Bengaluru-560059, Karnataka, India (hereinafter called as the "Company" which expression shall include unless repugnant to the subject or context be deemed to include their successors, permitted assigns, representatives) on the other Part.

**WHEREAS:**

1. Mr./ Ms. \_\_\_\_\_ holds \_\_\_\_\_ (Non-Convertible Securities) bearing ISIN \_\_\_\_\_ in the Company and the interest/redemption (strike out the options which are not applicable) remains unclaimed with respect to said security.
2. That Mr./Ms. \_\_\_\_\_ has passed away on \_\_\_\_\_ (hereinafter referred as "Investor").
3. That I, the Claimant being the legal heir of the Investor have approached the Company and requested for release of the unclaimed interest/redemption amount (hereinafter referred to as "Unclaimed amount") due to the Investor lying with the Company.
4. That in support of the above said request, I have enclosed the following documents:
  - a)
  - b)

NOW, THEREFORE, THIS INDEMNITY BOND WITNESSETH as under:

1. In consideration of the above having agreed to comply with my request on my executing an indemnity bond in favour of the Company, I, the Claimant, hereunder for myself, my heirs, executors, administrators and assigns do hereby agree to indemnify and keep indemnified the Company, its successors, directors, manager and their heirs, executors and assigns from and against all actions, suits, proceedings, accounts, claims and demands whatsoever for or on account of the said securities or any part thereof or otherwise arising out of release of said unclaimed amount in my favor and from and

against all losses, costs, claims, actions, demands, risks, charges, expenses, damages and losses arising in any manner whatsoever.

2. I hereby solemnly affirm and certify that the statements contained in above paragraphs are true to my knowledge, information and belief and that nothing material has been concealed from being disclosed and are binding on me.
3. I hereby also confirm that all the documents submitted to the Company are true and correct.

IN WITNESS whereof, this bond of indemnity is executed by my hand on this the \_\_\_\_\_ (date) day of \_\_\_\_\_ (month), \_\_\_\_\_(year).

**CLAIMANT**  
(Name: \_\_\_\_\_)

**NOTARY**

### Annexure 4: No-Objection Certificate from the Legal Heir(s)

(NOC from all non-claimants for Transmission of Securities in favour of the Claimant(s) wherein Sole Holder is deceased, and no nomination has been registered)

#### **DECLARATION**

I/We, the legal heir(s) of late Mr. / Ms. \_\_\_\_\_ declare as follows:

That the above-named deceased holder was holding the following securities in his / her name as single holder:

Name of the Company	Folio No.	No. of Securities Held

That the deceased had died intestate on \_\_\_ / \_\_\_ / \_\_\_\_ and without registering any nominee.

That the following Claimant(s) has/have applied for the transmission of the aforesaid securities / interest or / and redemption amount:

Name of the Claimant(s)	Folio No.	No. of Securities Held

That I / We are the legal heir(s) of the deceased holder, apart from the Claimant(s) who has / have applied for transmission of the aforesaid securities / interest or / and redemption amount and our details are as follows:

Name of the Legal Heir(s)	Address and contact details	Age	Relationship with the deceased

I / we hereby declare that I / we do not desire to make any claim in respect of the title to the aforesaid securities held by the deceased and I / we hereby willfully relinquish & renounce all my /our rights in respect of the aforesaid securities and shall have no legal claim upon said securities in future.

Accordingly, I / we declare that I / we have NO OBJECTION WHATSOEVER in \_\_\_\_\_ (Name of the Company) transmitting the aforesaid securities in favour of the Claimant(s) Mr. / Ms.

\_\_\_\_\_.

I / we hereby state that whatever is stated herein above are true to the best of my/our knowledge and nothing has been concealed therein.

Name(s) and Signature(s) of Legal Heir(s) who are Non – Claimant(s):

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**VERIFICATION**

We hereby solemnly affirm and state that what is stated herein above is true to our knowledge and nothing has been concealed therein and that we are competent to contract and entitled to rights and benefits of the above-mentioned securities.

Solemnly affirmed at \_\_\_\_\_