

Appointment Letter

Date:

To
XXXX

Dear Sir

Sub: Appointment as an Independent Director of Bajaj Housing Finance Limited (the “Company”)

As approved by the Board of Directors at its meeting held on 18 May 2020 and by the shareholders by way of ordinary resolution at their meeting held on 15 July 2020, we are pleased to confirm your appointment as an Independent Director of the Company for a period of five consecutive years with effect from 19 May 2020, which is pursuant to the provisions of Companies Act, 2013 (' the Act') and the Rules made thereunder, as amended.

As required under section 149(7) of the Act, we have received from you a declaration that you meet the criteria of independence as provided under section 149(6) of the Act, and amendments thereto.

Further as stipulated under the Act, the appointment of Independent Directors shall be governed by Schedule IV to the Act - ‘Code for Independent Directors’, enclosed to this letter as **Annexure A**, which primarily covers –

- I. Guidelines of professional conduct
- II. Role and functions
- III. Duties
- IV. Manner of appointment
- V. Re-appointment
- VI. Resignation or removal
- VII. Separate meetings
- VIII. Evaluation mechanism

The terms of the appointment, which in any event shall be subject to the Act, Rules made thereunder and the Articles of Association of the Company, are set out below, as stipulated in Schedule IV to the said Act.

Appointment

1. The appointment is for a term of five consecutive years, commencing from 19 May 2020 to 18 May 2025 (close of day).
2. During your tenure as an Independent Director, you may be asked to serve on one or more of the Board Committees. Upon your appointment to any one or more Committees, copies of the terms of reference of those committees would be provided to you, if not already provided for.
3. You will strictly abide by the Code for Independent Directors referred to above.
4. The Company expects a commitment of sufficient time and attention as necessary in order to perform your duties under the appointment. This will include attendance at regular and emergency Board meetings, any annual meeting of Independent Directors and the Annual General Meeting of the

Company. You may also be required to attend regular meetings of any Board committee of which you are a member.

5. In addition, you will be expected to devote appropriate preparation time ahead of each meeting.
6. By accepting the appointment, you confirm that you are able to allocate sufficient time to perform your role.

Role & Duties

7. As an Independent Director you have the same general legal responsibilities to the Company as any other Director, except that you shall be held liable only in respect of such acts of omission or commission by the Company which had occurred with your knowledge, attributable through Board processes and with your consent or connivance or where you had not acted diligently.
8. You will adhere to the following duties of directors, which are more specifically stipulated in Section 166 of the Act, as under –
 - (1) Subject to the provisions of the Act, a director of a company shall act in accordance with the articles of the company.
 - (2) A director of a company shall act in good faith in order to promote the objects of the company for the benefit of its members as a whole, and in the best interests of the company, its employees, the shareholders, the community and for the protection of environment.
 - (3) A director of a company shall exercise his duties with due and reasonable care, skill and diligence and shall exercise independent judgement.
 - (4) A director of a company shall not involve in a situation in which he may have a direct or indirect interest that conflicts, or possibly may conflict, with the interest of the company.
 - (5) A director of a company shall not achieve or attempt to achieve any undue gain or advantage either to himself or to his relatives, partners, or associates and if such director is found guilty of making any undue gain, he shall be liable to pay an amount equal to that gain to the company.
 - (6) A director of a company shall not assign his office and any assignment so made shall be void.

Fees / Commission

9. You will be paid a sitting fee and other remuneration for your services as an Independent Director per meeting of the Board and Committee thereof attended by you as a member, as may be permissible under the provisions of Companies Act, 2013/SEBI Regulations and decided by the Board from time to time.
10. You will have no entitlement to any bonus during the appointment and no entitlement to participate in any share scheme of the Company and no stock options will be issued to you by the Company.

Reimbursement of Expenses

11. In addition to the fee described in 9 above, the Company will reimburse you for all reasonable and properly documented expenses you may incur in performing your role. You may submit details of expenses incurred to the Company Secretary.
12. During the appointment, circumstances may arise in the furtherance of your duties as a Director when it will be appropriate for you to seek advice from independent advisors at the Company's expense. The Company will reimburse the full cost of expenditure incurred as deemed necessary.

Other directorships and business interests

13. The Company acknowledges that you may have business interests other than those of the Company and that you may have declared any conflicts that are apparent at present. In the event that you become aware of any potential conflicts of interest, not declared so far, these may be disclosed to the Chairman and Company Secretary as soon as they become apparent.
14. During the appointment, you may please inform us prior to accepting any other (or further) directorships of other companies or any major external appointments, to avoid any conflict of interest with your current position in the Company.

Code of Conduct & other compliances

15. During the appointment, you will comply with any relevant regulations as may be issued by the Government of India and such other authorized bodies as set up by the Government on its behalf, including the Code for Independent Directors and such other requirements as the Board of Directors may from time to time specify.
16. At the first meeting of the Board in every financial year or whenever there is any change in the circumstances which may affect your status as an Independent Director, you shall give a declaration to that effect confirming that you meet the criteria of independence as provided in Section 149(6) of the Act in the format as per **Annexure B** to this Letter.

Confidentiality

17. You must apply the highest standards of confidentiality and not disclose to any person or company (whether during the course of the appointment or at any time after its termination) any confidential information concerning the Company and any Group Companies with which you come into contact by virtue of your position as an Independent Director of the Company.
18. Your attention is drawn to the requirements under both legislation and regulations as to the disclosure of price-sensitive information. Consequently, you should avoid making any statements that might risk a breach of these requirements without prior clearance from the Chairman or Company Secretary.
19. On termination of the appointment, you will deliver to the Company all books, document, papers and other property of or relating to the business of the Company which are in your possession, custody or power by virtue of your position as an Independent Director of the Company.

Performance Review Process

20. The performance of individual Directors and the whole Board and its Committees shall be evaluated by the Nomination and Remuneration Committee/ Board/ independent external agency. If, in the

interim, there are any matters arising in connection with your role as an Independent Director which cause you concern, you may discuss with us as soon as appropriate.

Insurance

21. The Directors of the Company are covered under the Directors' and Officers' liability insurance and it is intended to maintain such cover for the full term of the appointment.

Letter of appointment

22. In line with the provisions of the Companies Act, 2013, the Company may make public a generic copy of this letter on its website at <https://www.bajajhousingfinance.in/policies-and-documents> and the same shall be open for inspection at the registered office of the Company by any member during normal business hours.

This letter is governed by, and shall be construed in accordance with, the laws of India and the parties agree to submit to the exclusive jurisdiction of the courts of Pune, Maharashtra, India.

This letter constitutes neither a contract for services nor a service contract.

Please confirm your agreement to the above by signing and returning the enclosed duplicate of this letter.

With regards,

For Bajaj Housing Finance Limited

Chairman

To,
Bajaj Housing Finance Limited

I have read and I agree to the above terms regarding my appointment as an Independent Director of Bajaj Housing Finance Limited

Signature
Place:
Date: