



<Date>

<Name and Address>

Re: Appointment as Independent Director.

Dear <Name of Director>

On behalf of Bajaj Capital Limited (“Company”), I am pleased to inform you that the members of the Company at their Extraordinary General Meeting held on March 16, 2017 have approved your appointment as Independent Director on the Board of the Company.

This letter of appointment sets out the terms and conditions of your appointment:

1. Appointment & Term

In accordance with the provisions of the Companies Act, 2013 (“Act”) read with Rules framed there under and Schedule IV of the Act, you are appointed as an Independent Director on the Board for a period of 5 years with effect from March 16, 2017.

As an Independent Director, you will not be liable to retire by rotation.

2. Board Committees

The Board of Directors (“Board”) may, if it deems fit, invite you for being appointed on one or more Board Committees. Your appointment on such Committee(s) will be subject to the applicable laws and you will be provided with the appropriate terms of reference which set out the functions of the Committee.

The Board has approved the constitution of 3 Committees: Audit Committee, Nomination and Remuneration Committee and Social Responsibility Committee.

3. Time Commitment

An Independent Director is expected to bring objectivity and independence of view to the Board’s discussions and to help provide the Board with effective leadership in relation to the Company’s strategy, performance, and risk management as well as ensuring high standards of financial probity and corporate governance.

The Board meets at least four times in a year. The Audit Committee also meets at least four times in a year. Besides, there are other Committee meetings like

Nomination and Remuneration Committee and Corporate Social Responsibility Committee meetings. You will be expected to attend meetings of the Board and such Board Committees to which you may be appointed as member and shareholders' meetings and to devote appropriate time to effectively discharge your duties.

In addition, the Independent Directors of the company shall hold at least one meeting in a year, without the attendance of non-independent directors and members of management. All the independent directors of the company shall strive to be present at such meeting.

Generally, all meetings are held in New Delhi but they may be held at such other place as may be decided by the Board.

By accepting this appointment, you confirm that you are able to allocate sufficient time to meet the expectations from your role to the satisfaction of the Board.

4. **Role & Duties**

Your role and duties will be those normally required of a Non-Executive Independent Director under the Companies Act, 2013 and you will strive to avoid the occurrence of any event specified under Section 164 and 167 of the Act regarding disqualification and vacation of office. Your duties will be fiduciary in nature and shall comprise of the following:

- a) To act in accordance with the Company's Articles of Association;
- b) To 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 interest of the Company, its employees, the shareholders, the community and for the protection of environment;
- c) To discharge your duties with due and reasonable care, skill and diligence and exercise independent judgment;
- d) Not to involve yourself in a situation in which you may have a direct or indirect interest that conflicts, or possibly may conflict, with the interest of the Company (refer clause 7);
- e) Not to achieve or attempt to achieve any undue gain or advantage either to yourself or to your relatives, partners or associates.
- f) Not to assign your office as Director and any assignments so made shall be void.

In addition to the above requirements applicable to all Directors, your role as an Independent Director shall also include:

Strategy: To constructively challenge and contribute to the development of the Company strategy;

Performance: To scrutinize the performance of management in meeting agreed goals and objectives and monitor the reporting of performance;

Risk: To satisfy yourself on the integrity of financial information and that financial controls and systems of risk management are robust and defensible;

People: To be responsible for determining appropriate levels of remuneration of Executive Directors and have a prime role in appointing, and where necessary, removing Executive Directors and in succession planning;

Reporting: To take responsibility for the processes for accurately reporting on performance and the financial position of the Company; and

Compliance: To keep governance and compliance of the Company with applicable laws under review.

5. Status of Appointment

You will not be an employee of the Company and this letter shall not constitute a contract of employment. You will be paid such remuneration by way of sitting fees for meetings of the Board and its Committees as may be decided by the Board or Committee thereof subject to the limits prescribed under the Companies Act, 2013.

Further, you may also be paid remuneration, if any by way of commission as may be approved by the Board and the Shareholders from time to time.

6. Reimbursement of Expenses

In addition to the remuneration described in Clause 5, the Company will, for the period of your appointment, reimburse you for travel, hotel and other incidental expenses incurred by you in the performance of your role and duties.

7. Conflict of Interest

7.1 It is accepted and acknowledged that you may have business interests other than those of the Company. As a condition to your appointment commencing, you are requested to declare any such directorships, appointments and interests to the Board in writing in the prescribed form at the time of your appointment.

7.2 In the event that your circumstances seem likely to change and might give rise to a conflict of interest or, when applicable, circumstances that might lead the Board to revise its judgement that you are independent, this should be disclosed to both the Chairman and the Secretary.

8. Confidentiality

All information acquired during your appointment is confidential to the Company and should not be released, either during your appointment or following termination (by whatever means) to third parties without prior clearance from the Chairman unless required by law. On reasonable request, you shall surrender any documents and other materials made available to you by the Company.

9. Evaluation

The Company will carry out an evaluation of the performance of the Board as a whole, Board Committees and Directors on an annual basis. Your appointment and re-appointment on the Board shall be subject to the outcome of the yearly evaluation process.

10. Insurance

The Company is in the process of taking a Directors' and Officers' insurance policy (D&O policy) and it is intended that the Company will assume and maintain such cover for the full term of your appointment.

12. Membership of other Boards

It is expected that you will not serve on the Board of competing companies in India. Apart from applicable laws and good corporate governance practice, there are no other additional limitations

13. Disclosure of Interest

The Company must include in its Annual Accounts a note of any material interest that a Director may have in any transaction or arrangement that the Company has entered into. Such interest should be disclosed not later than when the transaction or arrangement comes up at a Board meeting so that the minutes may record your interest appropriately and our records are updated. A general notice that you are interested in any contracts with a particular person, firm or company is acceptable.

14. Code of conduct

During the tenure of your appointment, you are required to comply with Schedule IV of the Companies Act, 2013 (enclosed as Annexure A).

15. Termination

- 15.1 You may resign from your position at any time and should you wish to do so, you are requested to serve a reasonable written notice on the Board.
- 15.2 Continuation of your appointment is in accordance with provisions of Companies Act, 2013, Rules made there under and the Articles of Association of the Company, from time to time in force.
 - 15.2.1 Your appointment may also be terminated in accordance with the provisions of the Articles of Association of the Company and the provisions of the Companies Act, 2013 and rules made there under as amended.

16. Limitation of Liability

An Independent Director shall be held liable, only in respect of such acts of omission or commission by the Company which had occurred with his knowledge, attributable through Board processes, and with his consent or connivance or where he had not acted diligently.

17. Governing Law

This agreement is governed by and will be interpreted in accordance with Indian law and your engagement shall be subject to the jurisdiction of the Indian courts and the Courts in New Delhi shall have exclusive jurisdiction.

If you are willing to accept these terms of appointment relating to your appointment as an Independent Director, kindly confirm your acceptance of these terms.

I look forward to welcoming you on the Board of the Company. I am confident that our Company will benefit immensely from your expertise and rich experience in rising to the global best standards of governance.

Yours Sincerely

For Bajaj Capital Limited

Chairman & Managing Director

I hereby acknowledge receipt of and accept the terms set out in this letter.

Signed

Dated

<p style="text-align: center;">SCHEDULE IV</p> <p style="text-align: center;">[Pursuant to Section 149(8) of the Companies Act, 2013]</p> <p style="text-align: center;">CODE FOR INDEPENDENT DIRECTORS</p>	<p style="text-align: center;">Annexure A</p>
<p>The Code is a guide to professional conduct for independent directors. Adherence to these standards by independent directors and fulfilment of their responsibilities in a professional and faithful manner will promote confidence of the investment community, particularly minority shareholders, regulators and companies in the institution of independent directors.</p> <p>I. Guidelines of professional conduct:</p> <p>An independent director shall:</p> <ol style="list-style-type: none"> (1) uphold ethical standards of integrity and probity; (2) act objectively and constructively while exercising his duties; (3) exercise his responsibilities in a bona fide manner in the interest of the company; (4) devote sufficient time and attention to his professional obligations for informed and balanced decision making; (5) not allow any extraneous considerations that will vitiate his exercise of objective independent judgment in the paramount interest of the company as a whole, while concurring in or dissenting from the collective judgment of the Board in its decision making; (6) not abuse his position to the detriment of the company or its shareholders or for the purpose of gaining direct or indirect personal advantage or advantage for any associated person; (7) refrain from any action that would lead to loss of his independence; (8) where circumstances arise which make an independent director lose his independence, the independent director must immediately inform the Board accordingly; (9) assist the company in implementing the best corporate governance practices. <p>II. Role and functions:</p> <p>The independent directors shall:</p> <ol style="list-style-type: none"> (1) help in bringing an independent judgment to bear on the Board’s deliberations especially on issues of strategy, performance, risk management, resources, key appointments and standards of conduct; (2) bring an objective view in the evaluation of the performance of board and management; (3) scrutinise the performance of management in meeting agreed goals and objectives and monitor the reporting of performance; (4) satisfy themselves on the integrity of financial information and that financial controls and the systems of risk management are robust and defensible; (5) safeguard the interests of all stakeholders, particularly the minority shareholders; (6) balance the conflicting interest of the stakeholders; (7) determine appropriate levels of remuneration of executive directors, key managerial personnel and senior management and have a prime role in appointing and where necessary 	

recommend removal of executive directors, key managerial personnel and senior management;

(8) moderate and arbitrate in the interest of the company as a whole, in situations of conflict between management and shareholder's interest.

III. Duties :

The independent directors shall—

(1) undertake appropriate induction and regularly update and refresh their skills, knowledge and familiarity with the company;

(2) seek appropriate clarification or amplification of information and, where necessary, take and follow appropriate professional advice and opinion of outside experts at the expense of the company;

(3) strive to attend all meetings of the Board of Directors and of the Board committees of which he is a member;

(4) participate constructively and actively in the committees of the Board in which they are chairpersons or members;

(5) strive to attend the general meetings of the company;

(6) where they have concerns about the running of the company or a proposed action, ensure that these are addressed by the Board and, to the extent that they are not resolved, insist that their concerns are recorded in the minutes of the Board meeting;

(7) keep themselves well informed about the company and the external environment in which it operates;

(8) not to unfairly obstruct the functioning of an otherwise proper Board or committee of the Board;

(9) pay sufficient attention and ensure that adequate deliberations are held before approving related party transactions and assure themselves that the same are in the interest of the company;

(10) ascertain and ensure that the company has an adequate and functional vigil mechanism and to ensure that the interests of a person who uses such mechanism are not prejudicially affected on account of such use;

(11) report concerns about unethical behaviour, actual or suspected fraud or violation of the company's code of conduct or ethics policy;

(12) acting within his authority, assist in protecting the legitimate interests of the company, shareholders and its employees;

(13) not disclose confidential information, including commercial secrets, technologies, advertising and sales promotion plans, unpublished price sensitive information, unless such disclosure is expressly approved by the Board or required by law.

IV. Manner of appointment:

(1) Appointment process of independent directors shall be independent of the company

management; while selecting independent directors the Board shall ensure that there is appropriate balance of skills, experience and knowledge in the Board so as to enable the Board to discharge its functions and duties effectively.

(2) The appointment of independent director(s) of the company shall be approved at the meeting of the shareholders.

(3) The explanatory statement attached to the notice of the meeting for approving the appointment of independent director shall include a statement that in the opinion of the Board, the independent director proposed to be appointed fulfils the conditions specified in the Act and the rules made thereunder and that the proposed director is independent of the management.

(4) The appointment of independent directors shall be formalised through a letter of appointment, which shall set out :

(a) the term of appointment;

(b) the expectation of the Board from the appointed director; the Board-level committee(s) in which the director is expected to serve and its tasks;

(c) the fiduciary duties that come with such an appointment along with accompanying liabilities;

(d) provision for Directors and Officers (D and O) insurance, if any;

(e) the Code of Business Ethics that the company expects its directors and employees to follow;

(f) the list of actions that a director should not do while functioning as such in the company; and

(g) the remuneration, mentioning periodic fees, reimbursement of expenses for participation in the Boards and other meetings and profit related commission, if any.

(5) The terms and conditions of appointment of independent directors shall be open for inspection at the registered office of the company by any member during normal business hours.

(6) The terms and conditions of appointment of independent directors shall also be posted on the company's website.

V. Re-appointment:

The re-appointment of independent director shall be on the basis of report of performance evaluation.

VI. Resignation or removal:

(1) The resignation or removal of an independent director shall be in the same manner as is provided in sections [168](#) and [169](#) of the Act.

(2) An independent director who resigns or is removed from the Board of the company shall be replaced by a new independent director within a period of not more than one hundred and

eighty days from the date of such resignation or removal, as the case may be.

(3) Where the company fulfils the requirement of independent directors in its Board even without filling the vacancy created by such resignation or removal, as the case may be, the requirement of replacement by a new independent director shall not apply.

VII. Separate meetings:

(1) The independent directors of the company shall hold at least one meeting in a year, without the attendance of non-independent directors and members of management;

(2) All the independent directors of the company shall strive to be present at such meeting;

(3) The meeting shall:

(a) review the performance of non-independent directors and the Board as a whole;

(b) review the performance of the Chairperson of the company, taking into account the views of executive directors and non-executive directors;

(c) assess the quality, quantity and timeliness of flow of information between the company management and the Board that is necessary for the Board to effectively and reasonably perform their duties.

VIII. Evaluation mechanism:

(1) The performance evaluation of independent directors shall be done by the entire Board of Directors, excluding the director being evaluated.

(2) On the basis of the report of performance evaluation, it shall be determined whether to extend or continue the term of appointment of the independent director.