



BAJAJ HOUSING FINANCE LIMITED

POLICY FOR CLAIMING UNCLAIMED AMOUNTS WITH RESPECT TO NON-CONVERTIBLE DEBENTURES FROM ESCROW ACCOUNT

March 2024

Version 1.0

Document Control

Policy Name		Policy for claiming unclaimed amounts with respect to Non-Convertible Debentures from Escrow Account
Owner		Atul Patni (Company Secretary and Compliance Officer)
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Sign off Sheet		
Approved by	Board of Directors	
Recommended by	Atul Jain Managing Director	
Reviewed by	Atul Patni Company Secretary	
Prepared by	Name & Designation Ganesh Temkar Manager – Team Secretarial	

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1. BACKGROUND:

SEBI vide its circular SEBI/HO/DDHS/DDHS-RAC-1/P/CIR/2023/176 dated 8 November 2023 ('the Circular'), has prescribed the procedural framework for dealing with unclaimed interest and redemption amounts lying with entities having listed non-convertible securities and manner of claiming such amounts by investors. The circular requires such companies to formulate a policy specifying the process to be followed by investors for claiming their unclaimed amounts.

Through this framework, the Company is required to ensure that a suitable mechanism exists for transfer of unclaimed amounts to Escrow Accounts and claim thereof by investors.

2. APPLICABILITY:

The Company for the purpose of its business from time to time raises Non-Convertible Debentures (NCDs) on private placement basis. These NCDs are listed on the WDM segment on BSE Limited. This policy provides framework for:

- ✓ dealing with unclaimed interest and redemption amounts, if any arising out of issue of NCDs;
- ✓ ensuring all claims in relation to unclaimed amounts raised by the Investors are resolved on time; and
- ✓ ease of access to information and documents required to claim the unpaid/unclaimed amount of interest or/and redemption amount on maturity of NCDs or both which they are entitled to claim as per extant regulations.

3. DEFINITIONS:

- a) **Company** means Bajaj Housing Finance Limited.
- b) **Escrow Account** means an existing account and/or new account to be opened by the Company with any scheduled bank to transfer the unclaimed amount with respect to Non-Convertible Debentures.
- c) **Investors** means Debenture holders of the Company.
- d) **Framework or policy** means the framework for claiming unclaimed amounts by investors of the Company.
- e) **Investor Education and Protection Fund ('IEPF')** means IEPF constituted in terms of Section 125 of the Companies Act, 2013.

- f) **Unclaimed Amounts** means the amounts which was not claimed within thirty days from the due date of interest/redemption payment.
- g) **Privately placed NCDs** means Non-Convertible Debenture issued by way of private placement which are listed and rated.

In this policy, unless the contrary intention appears words in singular number include the plural and vice versa and words importing a gender include any other gender.

4. NODAL OFFICER:

In order to address Investor's grievances, Nodal Officer for this purpose will be the Company Secretary. The Nodal officer shall be the point of contact for the Investors for grievances, if any, relating to their claim, SEBI, Stock Exchange(s) and Depositories.

5. SUBMISSION OF CLAIM BY THE INVESTORS:

An investor who intends to claim any unclaimed interest/redemption amount, he is required to submit to the Company the below documents:

a) In case claim is being submitted by the Investor:

- ✓ Request Letter (Refer annexure A)
- ✓ Self-attested KYC documents
- ✓ For institutional Investors constitutional documents and scanned copy (PDF/ JPG Format) of the relevant board resolution/authority letter, etc by Authorized Signatories.
- ✓ Certified copy of the updated Client Master List (CML) with revised/correct bank details.
- ✓ Cancelled cheque from the same bank account which is getting reflected in the revised CML.
- ✓ An indemnity bond (Refer annexure B) on non-judicial stamp paper of Rs. 100/-.

b) In case claim is being submitted by the legal heir/ nominee of the Investor:

- ✓ Request Letter (Refer annexure A).
- ✓ Self-attested copy of the PAN Card and Aadhaar Card.
- ✓ Notarized copy of Death Certificate of the deceased holder.
- ✓ Certified copy of the updated Client Master List (CML) with revised/correct bank details.

- ✓ Cancelled cheque from the same bank account which is getting reflected in the revised CML.
- ✓ An indemnity bond (Refer annexure B) on non-judicial stamp paper of Rs. 100/-.
- ✓ Individual Affidavits given each Legal Heir (Annexure C)

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 an indicative list of documents required for processing the unclaimed interest/redemption amount. The Company reserves its right to seek additional documents on case-to-case basis as it may deem fit in this connection.

6. MANNER OF SUBMISSION OF CLAIM BY THE INVESTOR:

The Investors shall submit requisite documents for verification of the claim at the below address:

Mr. Atul Patni
 Company Secretary
Bajaj Housing Finance Limited
 5th Floor, B2 Building,
 Cerebrum IT Park, Kumar City,
 Kalyani Nagar, Pune – 411014,
 Maharashtra
 Tel No.: 020 7187 8060
 Email ID: atul.patni@bajajfinserv.in

7. TIMELINES FOR SUBMISSION OF CLAIM BY THE INVESTOR AND PROCESSING THE CLAIM THEREOF:

- i. Investors to claim interest/redemption amount within 30 days from the due date of interest/redemption payment, failing which the Company shall transfer the amount to Escrow Account within 7 days from expiry of the said period of 30 days.
- ii. Upon receipt of a claim application, the Company, 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.
- iii. 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 days from the date of receipt of such communication, failing which the claim may be rejected.

- iv. Rejection of claim does not debar an investor from filing a fresh claim.
- v. The Company shall within 30 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 from its Escrow Account using electronic modes of funds transfer.
- vi. Investors will be intimated by the Company upon processing of the payment.
- vii. Mode of communication: Physical letters and e-mail based on registered address along with the payment details.

8. DISCLOSURE ON THE WEBSITE:

- i. Display of information w.r.t. unclaimed amounts unclaimed w.r.t. Non-Convertible Debentures, if any.
- ii. Details of the Nodal Officer.
- iii. The cumulative details of the number of claims received, processed, pending, etc. if any.

9. TRANSFER TO IEPF:

The Company having unclaimed amounts in the Escrow Account shall upon completion of 7 years from the date of transfer to Escrow Account transfer the unclaimed amounts of the investors to IEPF, in compliance with the provisions of the Companies Act, 2013 read with IEPF Rules.

10. REVIEW:

The Stakeholders Relationship Committee of the Board will oversee the implementation of this Policy and any changes, if any in the Policy shall be referred to the Board for its approval.

If at any point a conflict of interpretation / information between the Framework and any regulations, rules, guidelines, notification, clarifications, circulars, master circulars/ directions issued by relevant authorities ("Regulatory Provisions") arises, then interpretation of the Regulatory Provisions shall prevail.

In case of any amendment(s) and / or clarification(s) to the Regulatory Provisions, the Policy shall stand amended accordingly from the effective date specified as per the Regulatory Provisions.

Annexure A

Date: _____

To
Bajaj Housing Finance Limited
3rd Floor, Panchshil Tech Park
Viman Nagar, Pune-411 014

Subject: Credit of the unclaimed interest/principal amount

Ref: Non-Convertible Debentures issued by Bajaj Housing Finance Limited

Dear Sir / Madam,

I/We, _____, am/are holding Non-Convertible Debentures ("NCDs") issued by Bajaj Housing Finance Limited ("the Company"), as per below details:

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

We/I request you to credit the unclaimed amount in the Bank Account, details of which are given as 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:

1. Self-attested PAN Card Copy and Aadhar Card.
2. Certified copy of the updated Client Master List (CML) with your correct bank details
3. Cancelled Cheque from the same bank account which is getting reflected in the revised CML
4. Indemnity Bond

Request you to process the credit of the unclaimed amount.

Thank You.
Yours faithfully

Sign/-
Name of Investor
Address:
Contact Details:

Annexure B

INDEMNITY BOND

(To be executed by the Claimant on a non-judicial stamp paper and notarised)

To,
Bajaj Housing Finance Limited
3rd Floor, Panchshil Tech Park
Viman Nagar, Pune-411 014

THIS DEED OF INDEMNITY is made at _____ this _____ day of _____ of _____

By

Mr./Ms. _____ wife/son/daughter Mr./Ms. resident of _____ 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.

IN FAVOUR OF:

BAJAJ HOUSING FINANCE LIMITED a company registered under the provisions of Companies Act, 1956 having its registered office at Akurdi, Pune - 411038 (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) 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. _____ has passed away on _____.
3. That I _____ (hereinafter referred as "Claimant"), being the legal heir of the deceased have approached the Company and requested for release of the unclaimed interest/ redemption amount (hereinafter referred to as "Unclaimed amount") due to the _____ (name of original 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 the best of 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 Company are true and correct.

IN WITNESS whereof, this bond of indemnity is executed by my hand on this ____ day of _____, 20__.

Signature: _____

Name of Claimant: _____

Annexure C

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:

- (i) 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

- (ii) That the deceased had died intestate on ___ / ___ / _____ and without registering any nominee.

- (iii) 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

- (iv) 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

- (v) 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 wilfully relinquish & renounce all my /our rights in respect of the aforesaid securities and shall have no legal claim upon said securities in future.

(vi) 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. _____.

(vii) 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):

1) _____

2) _____

3) _____

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 _____

Deponent(s) (1)_____ (2)_____ (3) _____