



**Online request for Proposal (e-RFP)
For
Engagement of
Registrar and share transfer agent (RTA)
For
Jammu and kashmir Bank limited**

**e-RFP-Ref No: JKB/CHQ/BS/RTA/2025-1588
Dated : 06-12-2025**

**Issued by: Jammu and Kashmir Bank Limited
Board Secretariat,
Corporate Headquarters, M. A. Road,
Srinagar, Kashmir, J&K, 190001
e-mail: board.sectt@jkbmail.com**

SCHEDULE OF EVENTS

e-RFP Reference No.	JKB/CHQ/BS/RTA/2025-1588 Dated : 06-12-2025
Date of Issue of RFP	06-12-2025
Contact details of issuing department (Name, Designation, Mobile No., Email and office address for sending any kind of correspondence regarding this RFP)	Company Secretary Jammu and Kashmir Bank Limited, Board Secretariat Corporate Headquarters M.A Road Srinagar-190001 Email: board.sectt@jkbmail.com Tel. No. +91-194-2481930-35 M: +91-9419730000
Bid Document Availability including changes/amendments, if any to be issued	Tender can be downloaded from and submitted on Bank's e Tendering Services Provider's Portal https://jkbank.abcpocure.com from December 06, 2025, 16.00 Hrs. to December 29 , 2025, 17.00 Hrs.
Pre-bid Queries submission Date and Mode	All Clarifications / Queries shall be raised online only through e-Tendering Portal https://jkbank.abcpocure.com by or before December 15, 2025, 17.00 Hrs.
Clarifications to pre-bid queries will be provided by the BANK.	All communications regarding points / queries requiring clarifications shall be given online through prescribed e-Tendering Portal on December 19, 2025
Last Date of Submission of RFP Bid	December 29 , 2025, 17.00 Hrs.
Date and time of opening of technical bid	To be notified separately
RFP Application Fee (Non – Refundable)	Rs.2000/- (Rupees Two Thousand Only) to be deposited through Transfer / NEFT to the below detailed A/c: Account Name: Tender Fee/ Cost Account 16-digit Account No : 9931530300000001 IFSC Code: JAKA0HRDCHQ (0 denotes zero) Bank: The J&K Bank Ltd

	<p>Branch: Corporate Headquarters</p> <p>MA Road Srinagar J&K – 190001</p>										
EMD	<p>Rs2,00,000/- (Rupees Two Lakh only)to be deposited through Transfer / NEFT only to below A/c:</p> <p>Account Name: Earnest Money Deposit (EMD)</p> <p>16-digit Account No : 9931070690000001</p> <p>IFSC Code: JAKA0HRDCHQ (0 denotes zero)</p> <p>Bank: The J&K Bank Ltd</p> <p>Branch: Corporate Headquarters</p> <p>MA Road Srinagar J&K – 190001</p> <p>(Shall be waived off wherever applicable)</p>										
For e-Tender related Queries	<p>Service Provider:</p> <p>M/s. E-procurement Technologies Limited</p> <p>(Auction Tiger) , B-705, Wall Street- II, Opp. Orient Club,</p> <p>Ellis Bridge, Near Gujarat College,</p> <p>Ahmedabad- 380006, Gujarat</p> <p>Help Desk:</p> <table> <tr> <th>Sr. No</th><th>Name</th></tr> <tr> <td>1</td><td>Sandhya Vekariya – 6352631968</td></tr> <tr> <td>2</td><td>Suraj Gupta – 6352632310</td></tr> <tr> <td>3</td><td>Ijlalaehmad Pathan – 6352631902</td></tr> <tr> <td>4</td><td>Imran Sodagar - 9328931942</td></tr> </table>	Sr. No	Name	1	Sandhya Vekariya – 6352631968	2	Suraj Gupta – 6352632310	3	Ijlalaehmad Pathan – 6352631902	4	Imran Sodagar - 9328931942
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1. BRIEF ABOUT BANK

Jammu and Kashmir Bank Limited (hereinafter referred to as J&K Bank/Bank) is a Scheduled Commercial Bank incorporated in 1938. Bank is listed on the National Stock Exchange of India and The BSE Limited and has its Corporate Headquarters at M.A Road Srinagar. The Bank functions as a leading Bank in the Union Territories of Jammu and Kashmir and Ladakh and is designated by the Reserve Bank of India as its exclusive agent for carrying out banking business for the Government of Jammu & Kashmir and Ladakh.

J&K Bank occupies a unique and dominant position within the Union Territories of J&K and Ladakh due to its strong market presence. Government of Jammu & Kashmir & Ladakh holds majority shareholding of 59.40% in the Bank as on March 31, 2025. The Bank has a network of 1019 branches, 1424 ATMs and 156 CRMs as on March 31, 2025 spread over 18 states and 4 UTs across the country. Out of 1019 Branches, 841 are operating in the UT of J&K, 37 in UT of Ladakh and 141 are operating outside the UTs of J&K and Ladakh. Besides, the Bank has 97 Ultra Small Branches known as Easy Banking Units (EBUs) in UT of J&K and Ladakh.

The Bank has a paid-up share capital of Rs. 110,11,82,463 consisting of 110,11,82,463 equity shares (of face value Re. 1/- each) as on September 30, 2025, which are held by 2,67,570 shareholders. Of these, 2738 hold their shares in physical form, while 2,64,832 hold them in dematerialized form. Notably, 2,55,980 of these shareholders have their email addresses registered. In addition to shareholders, the Bank has 22 bondholders and 8 CD (Certificate of Deposit) holders.

The Bank is presently availing services of M/s KFin Technologies Limited as its Registrar and Transfer Agent (Registrar and Transfer Agent hereinafter referred to as 'RTA/ the Transfer Agent'). The Bank intends to review the existing service arrangement with the current RTA and accordingly, this Request for Proposal (RFP) has been issued by the Bank for selection/ empanelment of RTA to act for and on behalf of the Bank.

2. PURPOSE OF THE RFP

- i. In order to meet the service requirements, the Bank proposes to invite bids from the eligible SEBI registered Registrar and Transfer Agents to undertake and provide services as per Core requirements / Scope of work mentioned in Appendix-B of this RFP.

For the purpose of achieving clarity, the expressions Prospective Bidders/ Service Providers shall be used interchangeably in this RFP.

- ii. “Bidder” shall mean any entity (i.e., juristic person) who meets the eligibility criteria given in Appendix-C of this RFP and is willing to provide the Services as required in this RFP. The interested Bidders who agree to all the terms and conditions contained in this RFP may submit their Bids with the necessary information as desired in this bidding document (Request for Proposal). Consortium bidding is not permitted under this RFP.

3. DISCLAIMER

- i. The information contained in this RFP document or information provided subsequently to Bidder(s) whether verbally or in documentary form/email by or on behalf of Jammu and Kashmir Bank Limited (J&K Bank), is subject to the terms and conditions set out in this RFP.
- ii. This RFP is not an offer by Jammu and Kashmir Bank Limited, but an invitation to receive responses from the eligible Bidders. No contractual obligation whatsoever shall arise from the RFP process on part of the Bank unless and until a formal contract is signed and executed by duly authorized official(s) of J&K Bank with the successful/ selected Bidder.
- iii. The purpose of this RFP is to provide the Bidder(s) with information to assist in the preparation of their Bid proposals. This RFP does not claim to contain all the information, each Bidder may require. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information contained in this RFP and where necessary obtain independent advice / clarifications. Bank may in its absolute discretion, but without

being under any obligation to do so, update, amend or supplement the information contained in this RFP.

- iv. The Bank, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant or Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form or arising in any way for participation in this bidding process.
- v. The Bank also accepts no liability of any nature whether resulting from negligence or otherwise, howsoever, caused arising from reliance of any Bidder upon the statements contained in this RFP.
- vi. The Bidder is expected to examine all instructions, forms, terms and specifications contained in this RFP. Failure to furnish all information required by the RFP or to submit a Bid not substantially responsive to the RFP in all respects will be at the Bidder's risk and may result in rejection of the Bid.
- vii. The issue of this RFP does not imply that the Bank is bound to select a Bidder or to award the contract to the Selected Bidder, as the case may be, for the Services and the Bank reserves the right to reject all or any of the Bids or Bidders without assigning any reason whatsoever before issuance of Engagement Letter and/ or its acceptance thereof by the successful Bidder.
- viii. On completion of bid process, an Engagement Letter (Purchase Order) shall be issued in favour of the successful bidder in duplicate and successful bidder shall return duly acknowledged copy of the same within 2 working days of receipt thereof.
- ix. After completion of the successful bidder shall be required to enter into/ execute a Service Level Agreement (SLA), and Non-Disclosure Agreement (NDA) and any other document/s as may be required by the Bank. The Prospective Service Provider/ Successful Bidder shall also be required to submit Bank Guarantee of 10% of total amount for contract period as per commercials as performance security, an Insurance cover of Rs. 50 Lakhs and Indemnity Bond for the amount and validity as mentioned

in this RFP at the time of signing of Service Level Agreement (SLA), and shall abide by such other terms and conditions, as may be determined by the Bank.

4. SCOPE OF WORK

The Core requirements/ Scope of work are detailed out in the **Appendix-B** to this RFP. Same may be read in conjunction with the obligations of the RTA as prescribed in the Securities and Exchange Board of India (Registrars to an Issue and Share Transfer Agents) Regulations, 1993.

5. PRE-QUALIFICATION CRITERIA (PQ CRITERIA)

Prospective Bidders who fulfil the eligibility criteria given in **Appendix-C** and the technical & functional specifications given at **Appendix-D** of this RFP, and are willing to provide the Services as required in this RFP and agree to all the terms and conditions contained in this RFP may submit their bids in response to this RFP.

6. OTHER IMPORTANT ASPECTS OF THE RFP

- i. The Bank reserves the right to amend, rescind or reissue the RFP, at any time prior to the deadline for submission of Bids. The Bank, for any reason, whether, on its own initiative or in response to a clarification requested by a prospective Bidder, may modify the RFP, by amendment which will be made available to the Bidders by way of corrigendum/addendum published in Bank's website. The interested parties/Bidders are advised to check the Bank's website regularly till the date of submission of Bid document specified in the Schedule of Events/email and ensure that clarifications/amendments issued by the Bank, if any, have been taken into consideration before submitting the Bid. Such amendments/clarifications, if any, issued by the Bank will be binding on the participating Bidders. Bank will not take any responsibility for any such omissions by the Bidder. The Bank, at its own discretion, may extend the deadline for submission of Bids in order to allow prospective Bidders a reasonable time to prepare the Bid, for taking the amendment into account. Nothing in this RFP or any addenda/corrigenda or clarifications issued in connection thereto is intended to relieve Bidders from forming their own opinions and conclusions in respect

of the matters addressed in this RFP or any addenda/corrigenda or clarifications issued in connection thereto.

- ii. No request for change in commercial/ legal terms and conditions, other than what has been mentioned in the RFP or any addenda/corrigenda or clarifications issued in connection thereto, will be entertained and queries in this regard, therefore will not be entertained. Queries received after the scheduled date and time will not be responded to/ acted upon.

7. COST OF BID DOCUMENT

The participating Bidders shall bear all the costs associated with or relating to the preparation and submission of their Bids including but not limited to preparation, copying, postage, delivery fees, expenses associated with any application, demonstration or presentations or any other costs incurred in connection with or relating to their Bid. The Bank shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder regardless of the conduct or outcome of the bidding process.

8. BID PREPARATION AND SUBMISSION

- i. The Bid is to be submitted separately into two parts - (i) Technical Evaluation and (ii) Commercial Bid - through the Bank's e-Tendering services provider's portal <https://jkbank.abcpocure.com> for providing services as Registrar and Transfer Agent in response to this RFP. Documents mentioned below are to be uploaded on above mentioned portal with digital signature of authorised signatory:
 - a) Index of all the documents, letters, bid forms etc. submitted in response to RFP along with page numbers.
 - b) Bid covering letter/ Bid form (Technical Bid) on the lines of Appendix-A on Bidder's letter head.
 - c) Proof of remittance of EMD and Tender Fee as specified herein in the Schedule of events.

- d) Specific response with supporting documents in respect of Bidder's Eligibility Criteria as mentioned in Appendix-C and Technical & Functional Specifications on the lines of Appendix-D.
 - e) Bidder's details as per Appendix-E on Bidder's letter head.
 - f) Audited financial statement and profit and loss account statement/ Auditor's Certificate as mentioned in Appendix-C.
 - g) A copy of board resolution along with copy of power of attorney (POA) wherever applicable showing that the signatory has been duly authorized to sign the Bid document.
 - h) Copy of registration certificate issued by SEBI as mentioned in Eligibility Criteria under Appendix-C.
 - i) All other Appendices/ Annexures as applicable in this RFP.
- ii. Commercial/ Price Bid for providing of Services of Transfer Agent in response to this RFP should contain only Commercial/ Price Bid strictly on the lines of Appendix-G. The Commercial/ Price must include all the price components mentioned. Prices are to be quoted in Indian Rupees only.
- iii. Bidders may please note that:
- a) The Bidder should quote for the entire package on a single responsibility basis for services it proposes to provide.
 - b) While submitting the Technical Bid, literature on the services should be segregated and kept together in one section.
 - c) Care should be taken that the Technical Bid shall not contain any price information. Such proposal, if received, will be rejected.
 - d) The Bid document shall be complete in accordance with various clauses of the RFP document or any addenda/ corrigenda or clarifications issued in connection thereto, duly signed by the authorized representative of the Bidder. Board resolution authorizing representative to Bid and make commitments on behalf of the Bidder is to be attached.
 - e) It is mandatory for all the Bidders to have class-III Digital Signature Certificate (DSC) (in the name of person who will sign the Bid) from any of the licensed certifying

- agency to participate in this RFP. DSC should be in the name of the authorized signatory. It should be in corporate capacity (that is in Bidder capacity).
- f) Bids are liable to be rejected if only one Bid (i.e., either Technical Bid or Commercial/ Price Bid) is received.
 - g) If deemed necessary, the Bank may seek clarifications on any aspect from the Bidder. However, that would not entitle the Bidder to change or cause any change in the substances of the Bid already submitted or the price quoted.
 - h) The Bidder may also be asked to give presentation for the purpose of clarification of the Bid.
 - i) The Bidder must provide specific and factual replies to the points raised in the RFP.
 - j) Bidder(s) should prepare and submit their online Bids well in advance before the prescribed date and time to avoid any delay or problem during the bid submission process. The Bank shall not be held responsible for any sort of delay or the difficulties faced by the Bidder(s) during the submission of online Bids.
 - k) The Bank reserves the right to reject Bids not conforming to above.

9. DEADLINE FOR SUBMISSION OF BIDS

- i. Bids must be submitted online on Bank's e-Procurement portal by the date and time mentioned in the "Schedule of Events".
- ii. In the event of the specified date for submission of Bids being declared a holiday for the Bank, the Bids will be received upto the appointed time on the next working day.
- iii. In case the Bank extends the scheduled date of submission of Bid document, the Bids shall be submitted by the time and date rescheduled. All rights and obligations of the Bank and Bidders will remain the same.

10. MODIFICATION AND WITHDRAWAL OF BIDS

- i. The Bidder may modify or withdraw its Bid after the Bid submission, provided that written notice of the modification, including substitution or withdrawal of the Bids, is received at the portal, prior to the deadline prescribed for submission of Bids.
- ii. No modification in the Bid shall be allowed, after the deadline for submission of Bids.

- iii. No Bid shall be withdrawn in the interval between the deadline for submission of Bid and the expiration of the period of Bid validity specified in this RFP. Withdrawal of a Bid during this interval may result in the forfeiture of EMD submitted by the Bidder.

11. PERIOD OF BIDS VALIDITY

- i. Bids shall remain valid for 180 days from the bid submission date. A Bid valid for a shorter period is liable to be rejected by the Bank as non-responsive.
- ii. The Bank reserves the right to call for fresh quotes at any time during the Bid validity period with or without modification in the terms and conditions, if considered necessary.

12. BID INTEGRITY

Willful misrepresentation of any fact within the Bid will lead to the cancellation of the contract without prejudice to other actions that the Bank may take. All the submissions, including any accompanying documents, will become property of the Bank. The Bidders shall be deemed to license, and grant all rights to the Bank, to reproduce the whole or any portion of their Bid document for the purpose of evaluation and to disclose the contents of submission for regulatory and legal requirements.

13. EVALUATION OF BIDS

- i. The evaluation shall be a three (3) stage process in which the Bidder has to submit following bids at the time of submission of bids as stipulated in this document.
 - a) Minimum Eligibility Criteria
 - b) Technical Bid
 - c) Commercial Bid
- ii. The Bank shall evaluate first the 'Eligibility Criteria' bids. In the event of eligibility criteria being met, the Technical Bids will be opened and scores will be given based on the bids submitted.

- a) Bidders scoring a minimum of 65% marks in the technical bid will qualify for commercial evaluation and their commercial bids will be opened.
 - b) For final award of the assignment, evaluation under CQCCBS shall be done by applying a weightage of 70 and 30 for the technical and commercial scores respectively.
 - c) All marks will be rounded off up to 2 decimal places.
 - d) In case of a tie, preference will be given to the bidder having higher technical score. In case tie persists, the bidder having longer length of experience shall be treated as successful bidder.
- iii. The successful bidder will be the one who secures highest combined score. Shortlisted bidders will be ranked on the basis of the above combined score. The bidder securing highest combined score shall be recommended for award of the contract.
- iv. The evaluation of the Bids by the Bank will be undertaken by a Committee of officials or/and representatives formed by the Bank and its decision will be final. All the documentary proofs are to be submitted along with the bid in this regard. Bidders must not present any reference as credential for which it is not in a position to present the verifiable facts/documents. The Bank would not consider any statement as a credential, if same cannot be verified as per its requirement for evaluation.
- v. During evaluation, Bank at its discretion can ask the bidders for clarifications. Bank may waive off any minor infirmity or non-conformity or irregularity in a bid, which does not constitute a material deviation, provided such a waiver, does not prejudice or affect the relative ranking of any bidder.
- vi. The Bank reserves the right to accept or reject any or all proposals without assigning any reasons thereof.
- vii. After the opening of the Technical Bids and preliminary evaluation, the Bidders found eligible shall have to make presentations on the services proposed to be offered by them.

14. INFORMATION SECURITY & DATA PRIVACY

- i. The Service Provider shall implement robust administrative, physical, and technical controls to ensure the protection, confidentiality, integrity, and availability of all

data particularly Personally Identifiable Information (PII), financial records, investor details, and transaction logs. Data shall be appropriately classified, encrypted (both in transit and at rest), and protected against unauthorized access or disclosure at all times.

- ii. All data processed or stored by the Service Provider on behalf of the Bank shall reside within the territory of India. Under no circumstances shall data be transferred, accessed from, or hosted in any location outside India without the prior written consent of the Bank, and in strict accordance with the applicable provisions of the DPDP Act, 2023.
- iii. The Service Provider shall not subcontract any portion of the services involving data processing or system access.
- iv. Any actual or suspected security incident, data breach, unauthorized access, or compromise affecting the Bank's data must be reported to the Bank within six (6) hours of discovery, or within such time as may be stipulated by CERT-In guidelines or other regulatory norms, whichever is earlier. A formal Root Cause Analysis (RCA) report shall be submitted within ten (10) working days from the date of incident.
- v. The Service Provider shall provide the Bank, its internal and external auditors, and relevant regulators full access to its premises, systems, personnel, and records for the purposes of audit, inspection, or compliance verification. This shall include participation in any regulatory or statutory inspections where the Bank's outsourced operations are under review.
- vi. The Service Provider shall submit, on an annual basis, independent third-party security assurance documentation such as ISO/IEC 27001:2022 certification, SOC 2 Type II reports, or equivalent audit reports. Additionally, the Bank reserves the right to request periodic risk assessment reports or maturity assessments relevant to the services performed.
- vii. All data and information received or accessed during the course of providing services shall be treated as confidential. The Service Provider shall not disclose, share, or use such information for any purpose other than that explicitly authorized in the

agreement with the Bank. The confidentiality obligations shall survive the termination of this engagement.

- viii. Data shall be retained only for the period mandated by statutory requirements or as instructed by the Bank. Upon termination of services or expiry of the data retention period, all data must be securely deleted or returned to the Bank in an auditable and verifiable manner.

15. CONFLICT OF INTEREST

- i. Bidder shall not have a conflict of interest (the “Conflict of Interest”) that affects the bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Bank shall be entitled to forfeit and appropriate the Bid Security and/or Performance Security (Bank Guarantee), as the case may be, as mutually agreed upon genuine estimated loss and damage likely to be suffered and incurred by the Bank and not by way of penalty for, inter alia, the time, cost and effort of the Bank, including consideration of such Bidder’s proposal (the “Damages”), without prejudice to any other right or remedy that may be available to the Bank under the bidding Documents and/ or the Agreement or otherwise.
- ii. The RTA shall provide professional, objective and impartial advice and at all times hold J&K Bank’s interest’s paramount, strictly avoiding conflicts with other assignment(s)/job(s) or their own corporate interests, and act without any expectation/ consideration for award of any future assignment(s) from J&K Bank.
- iii. The RTA shall avoid any conflict of interest while discharging contractual obligations and bring, before-hand, any possible instance of conflict of interest to the knowledge of J&K Bank, while rendering Services under the Agreement.
- iv. The RTA has an obligation to disclose any situation of actual or potential conflict that impacts its capacity to serve the best interests of J&K Bank, or that may reasonably be perceived as having this effect. If the RTA fails to disclose such conflict of interest and if J&K Bank comes to know of such a situation at any time, then J&K Bank reserves the right to terminate this Agreement.

16. TENDER FEE

Non-refundable Tender Fee should be directly credited to the designated account as mentioned in Schedule of Events. Proof of remittance of Tender Fee in the designated account should be enclosed with the technical bid. The Bids without tender fee will not be considered valid. No interest is payable on EMD either for normal retention period or on account of any delay.

17. EXEMPTION OF EMD AND TENDER FEE

- i. Micro & Small Enterprises (MSE) units are exempted from payment of EMD and Tender Fee provided the Services they are offering, are rendered by them. Exemption as stated above is not applicable for providing services, rendered by other companies.
- ii. Bidder should submit supporting documents issued by competent Govt. bodies to become eligible for the above exemption and should be placed in Technical Bid at the place prescribed for EMD.

iii. Bidders may please note:

- a) NSIC certificate/ Udyog Aadhar Memorandum/ Udyam Registration Certificate should cover the items tendered to get EMD exemptions.

Certificate/ Memorandum should be valid as on due date/ extended due date for Bid submission.

- b) Bidder who solely on its own, fulfils each eligibility criteria condition as per the RFP terms and conditions and those are having MSE status, can claim exemption for EMD/ tender fee.
- c) If all these conditions are not fulfilled or supporting documents are not submitted with the Technical Bid, then all those Bids without EMD will be summarily rejected and no queries will be entertained.

18. APPLICABLE LAW & JURISDICTION

The Contract/ RFP shall be interpreted in accordance with the laws of the Union of India and shall be subjected to the exclusive jurisdiction of the competent Courts/ Tribunals/ Forums at Srinagar.

19. AWARD OF CONTRACT

- i. Bank will notify through Engagement Letter in writing by letter or fax/ email to the successful Bidder that its Bid has been accepted. The selected Bidder has to return the duplicate copy of the same to the Bank within 7 working days, duly Accepted, Stamped and Signed by Authorized Signatory in token of acceptance.
- ii. The successful Bidder will have to submit a duly stamped/ signed Non-Disclosure Agreement and Bank Guarantee for the amount and validity as desired in this RFP and strictly on the lines of format given in annexures/ appendices of this RFP together with acceptance of all terms and conditions of RFP.
- iii. Copy of board resolution or power of attorney showing that the signatory has been duly authorized to sign the acceptance letter, contract (SLA) and NDA should be submitted.
- iv. The successful Bidder shall be required to enter into a Contract/ Service Level Agreement (SLA) with the Bank and submit the Bank Guarantee, within 30 days from issuance of Engagement Letter/ Purchase Order or within such extended period as may be decided by the Bank.
- v. The Bidder shall also provide Insurance Cover for Rs.50 Lakhs exclusively for J&K Bank transaction.
- vi. The Bidder shall execute a tripartite agreement with the Bank and existing RTA in accordance with SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015, two tripartite agreements with Bank and National Securities Depository Limited (NSDL) and Central Depository Services Limited (CDSL) respectively, in respect of the Bank's Equity Share and Bonds which are held in the dematerialized form as "Eligible Securities" in the depository system of NSDL and CDSL and Indemnity Bond (Appendix-I) within 30 days from the date of acceptance of the Engagement Letter.
- vii. Till the execution of a formal contract/ SLA, the RFP and Bid document together with the Bank's notification of award through Engagement Letter and the acceptance of Selected Transfer Agent thereof, would constitute a binding contract between the Bank and the successful Bidder.

- viii. The Bank reserves the right to amend the terms and conditions of the Contract as well as stipulate, at the time of finalization of the contract, any other document(s) to be enclosed as a part of the final contract.
- ix. Failure of the successful Bidder to comply with the requirements/ terms and conditions of this RFP shall constitute sufficient grounds for the annulment of the award and forfeiture of the EMD and/ or BG as well as blacklisting/ debarment of the bidder from any of the Bank's future RFP/ Tenders.
- x. Upon notification of award to the successful Bidder, the Bank will promptly notify the award of contract to the successful Bidder on the Bank's website. The EMD of each unsuccessful Bidder will be discharged and returned.

20. BANK'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS

The Bank reserves the right to accept or reject any Bid in part or in full or to cancel the bidding process and reject all Bids at any time prior to award of assignment, without incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Bank's action.

21. BANK GUARANTEE (BG)

- i. Performance security in form of Bank Guarantee [BG] for the amount of 10% of total amount for contract period as per commercials with validity period of 3 years and claim period of 1 year strictly on the format at Appendix-J is to be submitted by the finally selected Bidder(s). The BG has to be issued by a Scheduled Commercial Bank other than J&K Bank and needs to be submitted within the specified time of receipt of formal communication from the Bank about their Bid finally selected. In case, J&K Bank is the sole Banker for the Bidder, a Letter of Comfort from J&K Bank may be accepted.
- ii. The Bank Guarantee is required to protect interest of the Bank against the risk of non-performance of Service Provider in respect of successful implementation of the project and/or failing to perform / fulfil its commitments / obligations in respect of providing Services as mentioned in this RFP; or breach of any terms and conditions of the RFP, which may warrant invoking of Bank Guarantee.
- iii. In case Bank Guarantee is provided for a lesser validity period, same shall invariably be substituted well before expiry of existing Bank Guarantee.

22. INSURANCE COVER

The Transfer Agent shall take suitable insurance cover at its own cost as stipulated below:

- i. Fidelity Guarantee Policy covering employees directly/ indirectly employed in handling the Bank's work. This should also cover loss on account of breach of professional duty by the employees.
- ii. Special Contingency Policy covering fire, lightning, explosion, riot, dacoit, war, strike, terrorism storm, floods, earthquake etc.; and theft, burglary, robbery, misappropriation, transit risks etc.
- iii. The Transfer Agent shall take a separate Insurance Policy of minimum Rs.50 Lakhs covering exclusively the Bank's transactions undertaken/ carried out by the Transfer Agent and loss on account of fraud, forgery, fabrication, deceit, negligence, errors, omissions, mistakes, etc. The Insurance Policy should cover all activities/ works carried out/ undertaken by the Transfer Agent under this Agreement.

23. INDEMNITY

The Successful bidder shall indemnify and hold the Bank harmless from and against all claims, losses, costs, damages, expenses, action suits and other proceedings (including attorney fees), relating to or resulting from: -

- i. Intellectual Property infringement or misappropriation of any third-party trade secrets or infringement of any patent, trademarks, copyrights etc. or such other statutory infringements in respect of all components provided to fulfil the scope of this project.
- ii. Claims made by the employees who are deployed by the Successful bidder.
- iii. Breach of confidentiality obligations by the Successful bidder,
- iv. Negligence (including but not limited to any acts or omissions of the Successful bidder, its officers, principals or employees) or misconduct attributable to the Successful bidder or any of the employees deployed for the purpose of any or all of the its obligations,
- v. Any loss or damage arising out of loss of data;
- vi. Bonafide use of deliverables and/ or services provided by the successful bidder;

vii. Non-compliance by the Successful bidder with applicable Laws/ Governmental/Regulatory Requirements.

The Successful bidder shall be responsible for any loss of data, loss of life etc. due to acts of its representatives, and not just arising out of negligence or misconduct, as such liabilities pose significant risk.

It is hereby agreed that the above said indemnity obligations shall apply notwithstanding anything to the contrary contained in this Tender document and subsequent Agreement and shall survive the termination of the agreement for any reason whatsoever.

The Successful bidder will have sole control of its defence and all related settlement negotiations.

24. RIGHT TO VERIFICATION

The Bank reserves the right to verify any or all of the statements made by the Bidder in the bid document and to inspect the Bidder's establishment, if necessary, to establish to its satisfaction about the Bidder's capacity/ capabilities to perform the job. Bank may also seek additional documents in support of the statements made by the bidder in the RFP/ other documents.

25. SUBCONTRACTING

As per scope of the RFP, subcontracting is not permitted.

26. PERIOD OF CONTRACT/ TENURE

- i The Service Level Agreement (SLA) shall be in force for a period of Three Years from effective date, unless terminated by the Bank by notice in writing in accordance with the termination clause of the agreement or otherwise in terms of said SLA.
- ii The Bank, on expiry of the contract, reserves the right to extend the agreement with mutual consent of both the parties to the agreement, on the existing terms and conditions or on revised terms and conditions, as mutually decided by both the parties, on year to year basis. However, in absence of mutual understanding after expiry of original or renewed term of agreement, the SLA shall be deemed to be renewed

automatically on month-to-month basis on same terms and conditions till renewal of the agreement or handling over the assignment to other service provider.

27. CONFIDENTIALITY

Confidentiality obligation shall be as per Non-Disclosure Agreement placed as Appendix-L to this RFP.

28. TAXES AND DUTIES

- i. Successful Bidder will be entirely responsible for all duties, levies, imposts, costs, charges, license fees, road permit etc., in connection with delivery of services.
- ii. Income/Corporate taxes in India: The Successful Bidder shall be liable to pay all corporate taxes and income tax that shall be levied according to the laws and regulations applicable from time to time in India.
- iii. Tax Deduction at Source: Wherever the laws and regulations require deduction of such taxes at source of payment, Bank shall effect such deductions from the payment due to the Successful Bidder. The remittance of amounts so deducted and issuance of certificate for such deductions shall be made by Bank as per the laws and regulations in force. Nothing in the Contract shall relieve the Successful Bidder from his responsibility to pay any tax that may be levied in India on income and profits made by Bidder in respect of this contract.
- iv. The Bank shall if so required by applicable laws in force, at the time of payment, deduct income tax payable by the Successful Bidder at the rates in force, from the amount due to the Successful Bidder and pay to the concerned tax authority directly.

APPENDICES & DOCUMENTATION

APPENDIX- A

Company Secretary
Jammu and Kashmir Bank Limited
Board Secretariat
Fifth Floor
Corporate Headquarters
M. A Road Srinagar -190001

Sub: Submission of Request for proposal (RFP) for providing the Services of Registrar and Share Transfer Agent (RTA) to Jammu and Kashmir Bank Limited

Sir,

In response to the invitation for online Request for proposal (RFP) published on website of Jammu and Kashmir Bank Limited on _____ and in _____ Newspaper dated _____ for providing the services of Registrar and Share Transfer Agent (RTA) to Jammu & Kashmir Bank, we hereby submit our response to RFP to provide the subject services to the Bank.

We hereby covenant, confirm and declare to fulfill the pre-qualification criteria as detailed in the Appendix-C to the RFP under reference and being fully conversant, competent and proficient as RTA's registered with the SEBI to fulfill for Bank the scope of work detailed in Appendix-B to the RFP.

We also covenant, confirm and declare to fulfill all the other terms and conditions as stipulated in the RFP document under reference, besides the compliances and certifications detailed in Appendix-D.

We are hereby uploading/submitting the duly filled in Pre-qualification criteria -Appendix-C and a copy of Scope of work/core requirements Appendix -B along with other requisite annexures/documents duly signed by the Authorized Signatory.

Sincerely yours.

Date:

Place:

APPENDIX-B

SCOPE OF WORK/CORE REQUIREMENTS

The prospective bidder should be capable of providing the services as per the scope of work detailed herein below. Said scope of work shall be read in conjunction with the obligations of the RTA as prescribed in the Securities and Exchange Board of India (Registrars to an Issue and Share Transfer Agents) Regulations, 1993 (as amended).

The Bank may however modify/ change/ make additions/ deletions etc. to the said scope of work as per the requirement. The scope of work would broadly cover the following:

1. Taking over the services of Registrar and Share Transfer Agent from the existing service provider including data migration and taking into its possession with due inventory details of all the existing physical records pertaining to the past RTA operations. A Tripartite Agreement as per regulation 7 of SEBI (LODR) Regulations 2015, will be entered into between the Bank, the existing Registrar and Share Transfer Agent and the new Registrar and Share Transfer Agent, in the manner specified by the SEBI from time to time.
2. It will be the sole responsibility of the successful bidder appointed as Registrar and Share Transfer Agent, to collect, catalogue, preserve at its own cost and make available the old records for appropriate processing of the shareholder requirements as and when required.
3. It shall be the duty of the successful bidder who shall be appointed as new RTA to collect entire details/records from the existing RTA including the claims/suit filed accounts and also to ensure adequate infrastructure including legal expertise for follow up, update, defend all cases to protect Bank's interest and also make available to the Bank, the progress report in this regard as and when/at the interval as may be prescribed by the Bank.
4. Initiating and completing all the regulatory formalities required for shifting of NSDL/CDSL connectivity and starting functions as the RTA, within a period not exceeding 10 days of the Bank's issuing the letter appointing the successful bidder as RTA of the Bank/the date decided by the Bank, failing which, at the sole discretion of the Bank, such appointment is liable to be cancelled.
5. The RTA shall build up all the existing data including soft/ scanned copy of all the correspondences made/documents submitted by the investors with/ to outgoing RTA in their systems and shall enable the Bank to view the existing data as well as correspondences through its web-based services/portal on real-time basis within a period not exceeding 10 days.
6. Further, bidding RTAs will demonstrate to the Bank's inspecting team during pre-selection visit, the functioning of their online portal. Online web portal should be comprehensive enough inter- alia containing provision/ menu for inward, categorization of activities depending upon nature of request/requirement of investor, various stages of processing, final disposal including dispatch capturing all details as well as dates.

7. Further, data/reports required /prescribed by the Bank for compliance/MIS purpose shall be made available/generated through online portal in the format/periodicity as may be prescribed by the Bank/ Regulators. Bank will not reimburse any expenses incurred in taking over all the records from our existing Registrar and Share Transfer Agent and for building up the data in the RTA system, making available online portal, capturing correspondences/ documents received from investors, making available aforesaid various data/reports except wherever specifically mentioned in “Schedule of Charges”.
8. RTA will receive and attend promptly as per turnaround time/timelines prescribed by the regulator / Bank, correspondence received from investors/ Company / Stock Exchanges / SEBI / other bodies and will segregate the inward mail as requests for change of address, KYC updating, transmission, duplicate certificate, transposition, deletion of name, dematerialisation, rematerialisation etc. and other letters from the investors, i.e. categorization and the same should be clearly visible in the online portal.
9. RTA shall inward the aforesaid correspondences received from the investors by maintaining an Inward Register on a day to day basis and also affix the stamp containing Inward Number and date of receipt on all such Letters received pertaining to above requests / inquiries and the same should be available in online portal as well.
10. The Bank shall hand over all correspondences in respect of aforesaid activities and others received by it directly from the investors / Stock Exchanges / SEBI / other bodies and relevant statutes. The receipt of the above documents will be acknowledged by the RTA. Further, RTA will make available status of disposal of all such correspondences/emails received from investors including by RTA as well at regular interval as may be decided/prescribed by the Bank.
11. Processing of Transfer of shares requests:
 - (a) Since transfer of shares in physical form has been discontinued by SEBI w.e.f. 01.04.2019, no such requests shall be entertained by the RTA except wherever ordered/ mandated by the court/ regulator.
 - (b) In these cases, all required due diligence and procedural guidelines will be observed by the RTA.
12. Maintenance of Share Certificates/ Letter of Confirmation (LOC):
 - (a) Sub-division of Share Certificates.
 - (b) Consolidation of Share Certificates.
 - (c) Issue of duplicate / replaced Share Certificates/LOC in case of loss or mutilation of original Share Certificates, transmission after receiving duly executed Indemnity Bond/affidavits and/or other relevant documents from the Shareholders as prescribed by SEBI/Bank and after complying with other relevant formalities as per the guidelines issued by the SEBI/Bank.
13. Depository Related Services to the Shareholders of the Bank as applicable i.e., handling of dematerialization and rematerialization of the Share Certificates/ Scrips as per the terms and conditions of the Tri-partite Agreement entered into between the Bank, RTA

and the National Securities Depository Ltd. and/ or Central Depository Services (I) Ltd. and more particularly specified hereunder:

- (a) Processing requests for Dematerialization by converting share certificates / scrips/ Letter of Confirmation from physical form to electronic form after checking signature/s of the shareholder/s, verification of documents etc and transferring the scrips to National Securities Depository Ltd. (NSDL) / Central Depository Services (I) Ltd. (CDSL).
- (b) Processing request for rematerialisation by converting scrips from electronic form to physical form, printing fresh certificate/s/LOC and dispatch to shareholder.
- (c) Maintaining an up-to-date reconciled balance of share capital in physical and electronic form by reconciling with NSDL / CDSL on a daily basis.
- (d) Maintaining the Beneficiary Owners' Masters downloaded from NSDL / CDSL.
- (e) Downloading of the data for dematerialisation received from NSDL / CDSL and in the database of RTA for updation of Master files.
- (f) Uploading/updating of data pertaining to the status of dematerialisation and rematerialisation requests on NSDL / CDSL sites.
- (g) Processing and updating of inter-depository transfers.
- (h) Handling and storage of dematerialized scrips (till the same are shredded) and related documents, shredding/destruction of scrips/certificates as prescribed in the SLA.
- (i) Returning the share certificate/LOC (original / reprinted, as the case may be) which could not be dematerialized, to the Shareholders / Depository Participants (i.e. DPs) with appropriate letters explaining the reasons thereof.
- (j) Receiving the Beneficiary Ownership Data on book closure / record date from NSDL / CDSL and merging the data with the Holding Master, allotment of folios to the Beneficiary Owners of the shares in the electronic form.
- (k) Reconciling the Share Capital after merging the holdings, which are both in physical and electronic form.
- (l) Processing and distributing the corporate benefits like Dividend (Interim/Final) payment, as declared by the Bank.
- (m) Dealing with unclaimed Security suspense accounts-All activities
- (n) Maintenance of communication link with each depository (NSDL & CDSL).
- (o) Generating the following periodical MIS reports on dematerialisation and rematerialisation, based on data downloaded from NSDL / CDSL on a weekly basis.
 - i. Composite Summary;
 - ii. Statement of NSDL / CDSL Account;
 - iii. Report of demat/ remat transactions;
 - iv. Category-wise holding in electronic form;
 - v. List of top 200 holders in electronic form;
 - vi. Variation report under demat holdings, covering the list of beneficiaries holding 500 shares or more, etc.;
 - vii. Any other MIS as may be prescribed/ required by the Bank.

14. Maintenance of Register of Shareholders on the Computer.

- (a) Updating the details of shares acquired or transferred by the Shareholders, as per Clause 7 above.
- (b) Receiving requests for Change of Address and Name Correction / Change etc., updating the same information in the Master Files/data, in the Transfer Cycle,

printing and dispatching confirmation letters for these relevant changes, for intimation to the Shareholders.

- (c) Receiving and updating other required information of the Shareholders such as mandates, status, TDS and tax exemption forms etc. in the Master Files/data, making available online link to the shareholders for submitting TDS related documents etc.
15. Maintenance of Specimen Signatures: Updating and maintaining the specimen signatures of shareholders on the computer in digitized form.
16. Web Based Services: Live Folio Maintenance and Maintenance of a Web Based Services/ Portal - A dedicated website/portal for online information to the Bank covering all areas mentioned under serial no. 13 above and also including facility for Lodging and Tracking complaints including SEBI - SCORES, Nomination and ECS Mandate etc.
17. Maintenance of Shareholders' documents:
 - (a) Power of Attorney/s
 - (b) Duly executed Indemnity Bond/s/affidavit/s.
 - (c) Succession Certificate/s.
 - (d) Letters of Administration.
 - (e) Probates of Wills.
 - (f) Marriage Certificates.
 - (g) Death Certificates.
 - (h) Income Tax Exemption Certificates (wherever applicable viz payment of dividend/ interest).
 - (i) Memorandum and Articles of Association, Trust Deeds, Board Resolutions & Signatures of Authorized Signatories etc. for Companies / Bodies Corporate / Trusts etc.
18. Preparation of Various Returns and MIS Reports required by the Stakeholders Relationship Committee of the Board or for the General Meeting/ Election of Directors etc.
19. Regular Works:
 - (a) Liaising with the Printers/ vendors appointed by the Bank, for the pre-printed stationery items (e.g. Dividend Warrants etc.)
 - (b) Maintaining liaison with Postal Authority/dispatch agency selected by the Bank for dispatch of Annual Reports, AGM/EGM Notice, Dividend Warrants etc.
 - (c) Preparation of Mailing List of Shareholders for dispatch of Annual Reports.
 - (d) Processing and printing the distribution of holdings, List of top 200 shareholders, List of Bodies Corporate, Financial Institutions, Statutory Corporations, Non-Resident Indians holding shares and List of Directors & their relatives holding shares, at the time of Annual General Meeting. In addition, processing and printing the summary of Balances & Category Table at the time of the General Meetings.
 - (e) Assisting the Bank online as well as offline at the venue of meeting during the General Meetings for relevant activities such as verification of Shareholders' holdings, e-voting, verification of the Shareholders' signatures in case of a poll etc.
 - (f) Processing and maintaining the Register of Members after the Annual General Meeting.

- (g) Providing relevant data/input promptly and within stipulated time frame for submission of intimation to Stock Exchanges in terms of Listing Agreement and other statutory regulatory bodies as per applicable laws rules and regulations.
- (h) Generation of EVSN for remote E-Voting on agenda item/s of AGM/EGM and other activity relating to E-Voting and coordinating with the Agency appointed by the Bank for E-Voting.

20. Processing of Dividend Payments (Both Interim & Final Dividend)

- (a) Processing of the Dividend Controls based on the rate of dividend conveyed by the Bank, and submission to the Bank, for approval.
- (b) On Receipt of approval from the Bank, processing and printing/ over printing of the following reports / documents:
 - i. Dividend Register
 - ii. Dividend Warrants
 - iii. Bulk Register / UCP etc. list for dispatch of Dividend Warrants.
 - iv. Any other report, as may be advised.
- (c) Sharing of dividend warrant upload files with nodal branch for payment and updation/ keeping of records thereof for processing thereof.
- (d) Dispatch of Dividend Warrants & TDS intimations or any other related information to the Shareholders, by Registered Post or otherwise, as per instructions received from the Bank.
- (e) All activities related to Tax Deducted at Source (TDS) related to Interim/Final dividend payments by the Bank e.g. Intimation of prevailing tax rates to Bank, preparation of Tax Register, providing link on website of the bidder/RTA for uploading TDS Forms/TDS exemption forms by the shareholders of the Bank, preparation of 15G/H, 206, 15CB/CA, 10F, DTAA, 26 & 27Q, SFT or any other files/formats as required as per the Bank/Income Tax requirements for the prevailing periods. Generation of all TDS related files which will be required by the Bank for uploading thereof/ filing/ amending returns thereof in Tax portal and for any further processing/ filing thereof.
- (f) Processing the claims promptly for the dividends for all periods including for the periods becoming due for transfer to the "Investor Education and Protection Fund". It will be the duty and responsibility of the bidder to ensure that no dividend of the shareholders who have lodged claims within stipulated time either with the Bank or with them, are transferred to IEPF. The bidder will make continuous follow up with the shareholders for payment of claims before transfer of unclaimed and unpaid dividends to the "Investor Education and Protection Fund" within stipulated timeframe and repayment to shareholders upon claim processed through IEPF. Preparation of IEPF files in requisite formats for uploading the same to IEPF portal and Bank portal and generation of any report thereof, as per the requirement/sought for by the Bank from time to time. Verification of documents for any IEPF claim, submitted by the investors, generation of 'RTA Confirmation Letter' thereof and other related work/activity.
- (g) Reconciliation of all dividend accounts and submission of its Reconciliation Certificate & Report to the Bank on monthly interval or any other format/periodicity as per requirement of the Bank from time to time.

21. The Scope of Work for Bonds/ Debentures & CDs typically encompasses all activities related to pre-allotment, post-allotment and ongoing servicing of bondholders in both electronic and physical modes and managing their entire lifecycle. Key areas of the scope of work include:

(a) Issuance and Allotment Process:

- i. Application Processing - Collecting applications from investors during an initial public offering (IPO) or new fund offer (NFO) and new CDs (primary market).
- ii. Record Maintenance - Maintaining accurate records of all applications, monies received and payments made to sellers of securities.
- iii. Allotment finalization - Assisting in determining the basis of allotment in consultation with relevant authorities (e.g., stock exchange) and finalizing the list of eligible bondholders/ CD holders.
- iv. Document Dispatch - Processing and dispatching allotment letters, refund orders, physical certificates and/or initiating credits to investor demat accounts in a timely manner and other relevant documents to investors.
- v. Co-ordinating with the Depositories for creation of ISIN number and transfer of NCD units from temporary ISIN to permanent ISIN.
- vi. Providing updated Master creation Form in coordination with the Depositories.
- vii. Reconciling the subscription amounts received with the securities allotted.

(b) Investor Record Keeping and Maintenance:

- i. Statutory Records - Maintaining all statutory records of bondholders/ CD holders, including names, addresses, contact details, PAN, and bank mandates.
- ii. Data Management - Ensuring all existing data (including historical records, soft/scanned copies, and pending claims) is accurately migrated to the RTA's system.
- iii. Updates - Processing changes in investor details, such as address, bank account information, nomination, and changes related to minors.

(c) Servicing of Bonds/ CDs and Corporate Actions:

- i. Transfer and Transmission: Processing requests for transfer and transmission of bonds/ CDS (due to sale, inheritance, etc.) and updating ownership records, changes in bank mandates, personal information & nomination updates in a timely manner.
- ii. Managing all investor-initiated transactions, including transfers (secondary market transactions). Facilitating the conversion of physical CDs to electronic form (dematerialization) and vice-versa (rematerialization) in coordination with depositories (NSDL/CDSL).
- iii. Interest and Redemption Payments: Determining eligible bondholders/ CD holders (ISIN wise) for interest and redemption payments, calculating amounts due, and ensuring timely and accurate distribution (provide control file and payment file (including the TDS file) for each ISIN & dispatch of warrants or direct credits). Reconciling all refund and interest/maturity payment accounts periodically.
- iv. Unclaimed/Unpaid Amounts: Managing data and processing claims related to unclaimed interest and/or principal amounts, and facilitating the transfer of such amounts to the Investor Education and Protection Fund (IEPF) as per regulations.
- v. Other Corporate Actions: Executing other corporate actions such as splits, consolidation, or buybacks, early redemptions as required.

(d) Redemption of Bonds/ Debenture & CDs:

- i. Handling the redemption process upon maturity, ensuring principal repayment to investors. This includes intimation to investors regarding maturity dates.
- ii. RTA to note the Record date ISIN wise and share beneficiary details within 1-2 days from the said Record date.
- iii. Provide data for funding of the account.
- iv. Provide TDS data (wherever applicable)
- v. Provide control file and payment file (including the TDS file) for each ISIN at least 4 days before the payment date.
- vi. Co-ordinate & provide details for execution of corporate action at NSDL & CDSL.

(e) Investor Services and Communication:

- i. Query and Grievance Redressal - Acting as the primary point of contact for all bondholder/ CD holder queries, complaints, and service requests via various channels (phone, email, online portal, physical branches).
- ii. Statement Generation - Generating and dispatching various statements, including transaction statements and portfolio valuation statements, periodically or upon request.
- iii. Communication - Sending reminders for unclaimed payments and other important information/updates to bondholders/ CD holders.

(f) Regulatory Compliance and Reporting:

- i. Compliance - Ensuring all operations adhere to the relevant regulations and guidelines (e.g., SEBI regulations, Companies Act).
- ii. Reporting - Generating and submitting various statutory and internal reports to the company, regulatory bodies, and stock exchanges as required.
- iii. Generation of Statements - Providing investors with consolidated account statements (CAS), transaction statements, and capital gains statements as required.
- iv. MIS (Management Information Systems) and Reporting - Providing the bank's treasury department with regular, detailed MIS reports, dashboards, and portfolio valuation statements for effective monitoring and risk management.
- v. Provide atleast once in a week or mutually agreed time intervals updated Beneficiary position (BENPOS) of holders of various instruments issued by the Bank.
- vi. Audit Support - Providing necessary documentation and support for internal and external audits.
- vii. KYC Processing - Handling Know Your Customer (KYC) verifications and updates for investors to ensure compliance.

22. Correspondence:

- (a) Receiving, inwarding, and attending correspondence regarding Transfers, Transmissions, Transpositions, Deletion of Name, Change of Address, Consolidation/ Sub-division of Share Certificates, Dividend, dematerialisation, rematerialisation,

- refund order, etc., received from Shareholders / Company / Stock Exchanges / SEBI/ Depository Participants / other bodies, promptly.
- (b) Correspondence with Shareholders in respect of their holdings.
 - (c) Clarification of Shareholders' queries, through post/ fax/ email/ telephone/ personal visits.
 - (d) Communication and interaction with the Bank whenever required in respect of shareholders queries etc.
 - (e) Generation of address of shareholders, City-wise bifurcation etc. for dispatch of Annual Report/Postal Ballot etc. of the Bank to whom Annual Report is to be sent in physical form or for other purposes as and when requested by the Bank.
 - (f) Prompt generation of such reports as may be required by the Bank.
23. In case of a Rights/Bonus Issue, Bank shall inform RTA and other bodies about the Record Date / Book Closure and give sufficient time to RTA to affect all the transfers and update the records.
 24. RTA shall perform all work as Registrar & Share Transfer Agents in connection with the Shareholders of the Bank, in accordance with the provisions of the relevant statutes governing the Bank i.e. Banking Regulation Act, 1949, Companies Act, 2013, SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015, SEBI (Issue and listing of Non- Convertible Securities Regulations, 2021 and SEBI Guidelines, Rules and Regulations as amended from time to time.
 25. RTA should provide, without any additional cost, entire data of shareholder including addresses, email IDs and signature as and when required by the Bank.
 26. Digital Initiative: All activities pertaining to Digitisation and paperless transactions.
 27. Any requirement from the Regulators related work done by RTA, other RTA related work which are not mentioned hereinabove but may be assigned by the Bank from time to time.
 28. IT Related functions:
 - (a) RTA shall provide, without any additional cost, to the Bank an access to the portal with following features/dashboard from the current database (Online Database):
 - i. Query Module: To check the status/details of physical as well as demat shareholders/ as well as bondholders. On searching any folio, the required details must be available including holding history, payment details, demographic details, complaints/request/query status etc.
 - ii. Complaints Management System (CMS) Dashboard: It shall include all complaints/queries/requests along with pendency and resolution divided into various categories like transmission, transfers etc. based on the type of complaints/queries/requests from various sources such as letters received by RTA in hardcopy, letters from investors forwarded by Bank to RTA, letters received through emails, complaints received through SEBI/BSE/NSE portals etc. The status should be available for any chosen date. Filter must be available for Shares/Bonds.

- iii. Inward/Outward Query module: The system should be capable of capturing the inward letters and outward letters for checking and replying the status to shareholders.
 - iv. Shareholding Pattern: The report (as prescribed by the Bank) must be generated online for any given period. The system should also be capable of generating comparison report between any two BENPOS dates.
 - v. Module to generate regular reports: Provision for generating other regular reports as per requirement through system.
 - vi. Holding History for uploaded PANs: The system should generate the holding history of uploaded PANs between any two-given dates (BENPOS date wise) and must mark the variations, if found.
 - vii. Dividend query module: To check the dividend payment status.
 - viii. Bond Interest Payment query module: To check the bond interest payment status.
 - ix. Demat query module: To check the Demat status of any request.
- (b) All systems (including online portal, dashboard, and data exchange modules) must support real-time access and ensure end-to-end encryption, audit trails, and secure data backups. Must demonstrate its IT infrastructure readiness (scalability, uptime, and disaster recovery) during technical evaluation.
 - (c) RTA must provide weekly/Monthly/Quarterly full data backup to the Bank along with the data structure for storing the same on Bank's Server. Any change in the data structure must be communicated to the Bank. Data must be encrypted before sharing.
 - (d) RTA must provide the certificate/documents related to Security Review of their applications/systems from cert-in empaneled ISSPs on a yearly basis.
 - (e) RTA must be forensic ready for necessary audits like Information Security Audit, Complete Security Review Audit of applications/servers etc. The RTA must resolve all observations found during such Audit without any additional cost.
 - (f) RTA must comply with Bank's Information Security Policy and as amended by Bank from time-to-time.
 - (g) RTA must comply with control point's checklist as annexed **Appendix-D** and as amended by Bank from time to time for necessary information security.

29. VPN Clauses:

The Bank may, at its sole discretion, provide remote access to its information technology system to IT Service Provider through secured Virtual Private Network (VPN) in order to facilitate the performance of IT Services. Such remote access to the Bank's information technology system shall be subject to the following:

- (a) Service Provider shall ensure that the remote access to the Bank's VPN is performed through a laptop/desktop ("Device") specially allotted for that purpose by the Service Provider and not through any other private or public Device.
- (b) Service Provider shall ensure that only its authorized employees/representatives access the Device.
- (c) Service Provider shall be required to get the Device hardened/configured as per the Bank's prevailing standards and policy.

- (d) Service Provider and/or its employee/representative shall be required to furnish an undertaking and/or information security declaration on the Bank's prescribed format before such remote access is provided by the Bank.
- (e) Service Provider shall ensure that services are performed in a physically protected and secure environment which ensures confidentiality and integrity of the Bank's data and artefacts, including but not limited to information (on customer, account, transactions, users, usage, staff, etc.), architecture (information, data, network, application, security, etc.), programming codes, access configurations, parameter settings, executable files, etc., which the Bank representative may inspect. Service Provider shall facilitate and/ or handover the Device to the Bank or its authorized representative for investigation and/or forensic audit.
- (f) Service Provider shall be responsible for protecting its network and sub-networks, from which remote access to the Bank's network is performed, effectively against unauthorized access, malware, malicious code and other threats in order to ensure the Bank's information technology system is not compromised in the course of using remote access.

APPENDIX -C**BIDDER'S PRE-QUALIFICATION / ELIGIBILITY CRITERIA**

Prospective Bidders meeting the following criteria are eligible to submit their Bids along with supporting documents. If the Bid is not accompanied by all the required documents supporting eligibility criteria, the same would be rejected:

S. No.	Eligibility Criteria	Compliance (Yes/No)	Documents to be submitted
1	The prospective Bidder must be an Indian Company/LLP/ Partnership firm registered under applicable Act in India.		Certificate of Incorporation issued by Registrar of Companies and full address of the registered office.
2	Client references and contact details (email/ landline/ mobile) of clients for whom the Bidder has provided similar services in India (Start and End Date of the Services to be mentioned). At least five such references are required.		Bidder should specifically confirm on their letter head in this regard.
3	Prospective Bidders should not be under debarment/ blacklist period for breach of contract/ fraud/ corrupt practices by any Scheduled Commercial Bank/ Public Sector Undertaking/ State or Central Government or their agencies/ departments on the date of submission of bid for this RFP.		Bidder should specifically certify in this regard.
4	The prospective Bidder should not have any Service Level Agreement pending to be signed with the Bank for more than 6 months from the date of issue of engagement letter/ purchase order.		Bidder should specifically certify in this regard.
5	The prospective Bidder should be registered with SEBI as Category-I Registrar and Share Transfer Agent (RTA) and have certificate of Permanent Registration to perform the activities of Registrar and Share Transfer Agent.		Applicant to enclose self-attested copy of the valid SEBI certificate.
6	The prospective Bidder should have online connectivity with NSDL and CDSL.		Documentary evidence to be enclosed.
7	The prospective Bidder should have web-based software which enables Bank as well as investors to access information online, as may be advised.		Documentary evidence to be enclosed.
8	The prospective Bidder should have a minimum of 05 years of experience of handling the activities of Registrar and Share Transfer Agent (RTA) as on last date of submission of bid.		Documentary evidence to be enclosed.

9	The prospective Bidder should have past experience of handling Initial Public Offers, Follow-on Public Offer, Rights Issue, Bonus Issue, Preferential Issue, QIP Issue by any approved mode and its related activities such as assisting in Annual/ Extra-Ordinary General Meeting, e-voting etc.		Documentary evidence to be enclosed.
10	The prospective Bidder should have at present minimum clientele of 10 (Ten) listed entities/companies/ corporates for the Registrar and Share Transfer Business as on last date of submission of bid, of which at least two companies should have more than One lakh share folios each.		Documentary evidence to be enclosed.
11	The prospective Bidder should have the server capability to maintain 3 lakh folios of the Bank, which includes approx. 5 thousand folios in physical form. Further, the bidder should have capability to handle future issue with additional folio in range of 3-5 lakh.		Documentary evidence to be enclosed. (Certification by Head IT or TPA or Reports)
12	The prospective Bidder should be having at least one Scheduled Commercial Public Sector Bank/ Private Sector Bank as their client for RTA services.		Documentary evidence to be enclosed.
13	There should not have been any disciplinary action initiated/ warning/ penalty/ suspension of business against the bidder and/or its Director/ Promoter by the SEBI/ other regulatory agency/ authority in the past 3 years.		Undertaking to be furnish on prospective Bidder's Letter Head.
14	There should not be any restraint order pending at any Judicial Fora in India and abroad regarding the RTA's business/ their right to handle RTA services as on the date of bidding.		Undertaking to be furnish on prospective Bidder's Letter Head.
15	Any of its director or principal officer should not have been convicted for any offence involving moral turpitude and/ or should not have been found guilty of any economic offence.		Undertaking to be furnish on prospective Bidder's Letter Head.
16	Prospective Bidder should be profit making and have positive net worth during last three years.		Attach Audited Accounts/ Auditor's Certificate.
17	The Service Provider shall ensure full compliance with all applicable laws, regulations, and directives concerning data privacy, cybersecurity, and IT governance, including but not limited to the Information Technology Act 2000 (as amended), the Digital Personal Data Protection Act 2023, and relevant circulars or advisories issued by		Undertaking to be furnish on prospective Bidder's Letter Head.

	regulatory bodies such as RBI, SEBI, and CERT-In.		
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Documentary evidence must be furnished against each of the above criteria alongwith an index. All documents must be signed by the authorized signatory of the prospective Bidder. Relevant portions, in the documents submitted in pursuance of eligibility criteria, should be highlighted.

Name & Signature of authorised signatory

APPENDIX - D

TECHNICAL & FUNCTIONAL SPECIFICATIONS

Prospective Bidders meeting the following technical and functional specifications shall be considered as eligible bidder:

INFORMATION TECHNOLOGY - CONTROL POINT - CHECKLIST

Mandatory Compliances:

SL No	Details of Control Point (Yes/NO represents actionable by particular entity)	Area	Required Evidence
1	Whether the prospective bidder/ Service provider has (Board / Top Management approved) Information Security Policy in place with periodic reviews (minimum annually) by Top Management?	Governance	Content Table/ Page of IS Policy and review history page
2	Whether the prospective bidder/ Service provider has approved operational processes (SOP, etc.) with periodic review (at least annually) including but not limited to: <ul style="list-style-type: none"> • Business Continuity Management • Backup Management and Restoration Testing Desktop/ system/ server/ network device hardening with Baseline controls, • Patch Management, • Port Management, • Media Movement, • Log Management, • Personnel Security, • Physical Security, • Internal Security Assessment Processes, • Incident Management 	Governance	For organizations with ISO- 27001, PCI-DSS, SOC1, SOC2 certifications, relevant certification with validity period needs to be produced. For other organizations, each approved document/IS Policy (respective contents) needs to be produced with version history. (Sample evidence verification for non-Govt. entity)
3	Whether the prospective bidder/ Service provider environment is suitably protected from external threats by way of firewall, IDS/IPS, AD, AV etc.?	Network Security	Evidence for controls in place

SL No	Details of Control Point (Yes/NO represents actionable by particular entity)	Area	Required Evidence
4	Whether rules are implemented on Firewalls of the Prospective bidder/ Service provider environment as per their approved process?	Network Security	Approved Process of Firewall Rules and self-certification (signed by IS Head of the company) for non-presence of overly permissible such as Any-Any Rules or generic rules/evidence for latest FW Audit Report.
5	Whether the prospective bidder/ Service provider follows the best practices of creation of separate network zones (VLAN segments) for Production and non-Production such as UAT.	Network Security	CERT empanelled
6	Whether proper log generation, storage, management, and analysis happens for the prospective bidder/ Service provider applications (including DFRA & access logs)?	Log Management and Monitoring	Log generation, storage and review process certified by CERT empanelled auditor.
7	Whether the privilege access activities are logged, monitored, controlled and governed preferably using Privilege Identity Management (PIM)	Log Management and Monitoring	Evidence of Privileged access logs and PIMS implementation
8	Whether privilege access to the prospective bidder/ Service provider environment is permitted from internet?	Access Management	Evidence for the secured access, reviewed by CERT empanelled auditors.
9	Whether the prospective bidder/ Service provider configures or provides access to officials based on a documented and approved Role Conflict Matrix?	Access Management	Role Conflict Matrix and evidence of following the same.
10	Whether all default admin and root users are deleted/ disabled and access is based on user specific IDs and all such accesses are logged.	Access Management	Evidence of having disabled default admins and root users preferably verified by CERT empanelled auditor.
11	Whether access to computing facilities is restricted only to authorized users?	Physical Security	Evidence to ensure physical security.
12	Whether proper background verification of the officials of the prospective bidder/ Service provider is completed before on boarding?	Human Resource Security	Employee recruitment process, Sample evidence to be provided.
13	Whether formal disciplinary process is in place to take action against employees breaching security of client Data?	Human Resource Security	HR Practices and evidence of disciplinary actions taken earlier, if any

SL No	Details of Control Point (Yes/NO represents actionable by particular entity)	Area	Required Evidence
14	Whether employees of prospective bidder/ Service provider, return the assets containing client data after completion or from termination of the project or company and proper deletion/cleaning of data?	Human Resource Security	Asset Management Register and/or Asset Issue/Return register/ evidence of proper process of adhering to the control.
15	Whether prospective bidder/ Service provider has deployed secure environments for their application for: <ul style="list-style-type: none"> • Production • Disaster Recovery • Testing Environment? 	Business Continuity	Evidence of a Secured DR Site at different location(s).
16	Whether the Prospective bidder/ Service provider performs periodic DR Drills	Business Continuity	Evidence of conducting DR drills, and lessons learnt and their detailed recordings.
17	Whether Internet access is permitted on: <ul style="list-style-type: none"> • Internal servers • Database servers • Any other servers 	Security Assessment	Evidence of purpose/need of this and verification of controls in place by CERT empanelled ISSP.
18	Whether the Prospective bidder/ Service provider has witnessed any security or privacy breach in the past 2 years?	Security Assessment	Self-certification of IS Head in case of Govt. entity/evidence reported to Regulatory agencies and/or self-attestation and the same to be verified by CERT empanelled ISSP.
19	Whether CERT Empanelled Auditors are engaged by the prospective bidder/ Service provider for ensuring security posture of their application? Security Testing includes but not limited to Appsec, API Testing, Source Code Review, VA, PT, SCD, DFRA, Process Review, Access Control etc.	Security Assessment	Latest security Testing Certification with Scope of review & closure of observations.
20	Whether the prospective bidder/ Service provider has deployed any open source or free software in their environment? If yes, whether processes are in place for closure of vulnerabilities & regular/timely patching for such software?	Application Security	If any Open-Source software is used, evidence for process in place to adhere to the stated control and/or declaration that there are no known CVE (Common Vulnerability & Exposures)
21	Whether minimum baseline controls are implemented for hardening the Application and Database Servers?	Application Security	Content page of SCD document and review history and implementation evidence of latest SCD version

SL No	Details of Control Point (Yes/NO represents actionable by particular entity)	Area	Required Evidence
22	Whether the data is secured in transit by Payload and/or Channel encryption with latest & secured encryption standards?	Data Security	Evidence for protection of data in transit such as Secure Encryption algorithm used.
23	Whether the data shared by client is stored securely (Data at Rest encryption) and secure key management is in place?	Data Security	Evidence for Secured Storage as to how they are encrypted and stored securely
24	Whether any of client data which is permitted to be stored by the prospective bidder/ Service provider will be completely erased after processing or after a clearly defined retention period by the prospective bidder/ Service provider at their end? How this will be monitored?	Data Security	Self-certification in case of Govt. entity and Approved Purging Process & timeline and Evidence of actual implementation for Non-Govt. entities duly verified by CERT empanelled IS auditor.
25	Whether proper access control is defined for protecting client data and access to the Data is strictly on Need-to-Know Basis?	Data Security	Approved Access Control process document and evidence of implementation
26	Where the data is stored in external media, how is its confidentiality is ensured in such external devices?	Data Security	Evidence for secure storage of data in External Media.
27	Data must not be shared with outsiders without explicit & case specific approval of client.	Data Security	SLA Clause and periodic Self-Certification
28	Data should not be allowed to be downloaded or to prepare copies unless explicitly approved.	Data Security	Approved Process & Evidence of implementation of the control.
29	Whether sensitive data is transmitted through email, if yes, what are the security measures in place?	Data Security	Approved Process & evidence of Security measures implemented
30	The service provider has a system to monitor all activities of Data Based Administrator (DBA) on real-time basis.	Database Admin monitoring	Logs/ Approved policy/ Documentation
31	Whether the application and database are hosted in Public Cloud?	Cloud Security	Approved Document on Cloud Security & its implementation.
32	Wherever any work or part of work is outsourced by the prospective bidder/ Service provider to any other party (subletting), whether the security prescriptions of the other party are reviewed/ensured to be equivalent to	Sub-contracting	SLA Clause and Self-Certification of having reviewed the systems of sub-letting entity by prospective bidder/ Service provider.

SL No	Details of Control Point (Yes/NO represents actionable by particular entity)	Area	Required Evidence
	those of the prospective bidder/ Service provider?		
33	Whether required approvals are in place for sharing data with third party?	Application Owner	Approval of the Appropriate Authority.
34	Where data is permitted & required to be shared, whether only the bare minimum data is being shared? (Please document the NEED for sharing every data field)	Application Owner	Approval of the Appropriate Authority, specifying data elements shared.
35	Whether the prospective bidder/ Service provider is permitted & required to store the data owned by client? If so, whether relevant approvals to that effect is obtained? What are the security measures for safe storage and timely retrieval of data?	Application Owner	Approval of the Appropriate Authority for Data storage at prospective bidder/ Service provider & related aspects i.e. security, period, purging, monitoring, etc.; and keep both approval & implementation as evidences.
36	Whether the prospective bidder/ Service provider is permitted to outsource the activity or share BANK specific data to any other party, partly or fully, for any purpose? If so, are the specific activities / data elements and purpose documented?	Application Owner	specific activities / data elements and purpose documented
37	Whether prospective bidder/ Service provider has implemented efficient and sufficient preventive controls to protect client's interests against any damage under IT Act/other regulations?	Application Owner	Prospective bidder/ Service provider to provide periodic CERT empanelled auditor's reports, for infra and Data Security atleast annually.

SL No	Details of Control Point (Yes/NO represents actionable by particular entity)	Area	Required Evidence
38	<p>The prospective bidder/ Service provider must certify the following clauses:</p> <ul style="list-style-type: none"> • Right to Audit to Bank/client with scope defined. • Right to recall data by Bank. • System of taking approvals for making changes in the application. • Regulatory and Statutory compliance at prospective bidder/ Service provider site. Special emphasis on IT Act, 2000 & its amendments, and other Acts/Regulatory guidelines? • Availability of Compensation clause to fall back upon in case of any breach of data (confidentiality, integrity and availability), or incident that may result into any type of loss to Bank. No Sharing of data with any 3rd /4th party without explicit written permission from competent Information Owner of the Bank including with the Law Enforcement Agency (if applicable), etc. • Residual risk to be covered by incorporating suitable legal terms in SLA. 	Application Owner	Self-Certification
39	Whether resources deployed in development, etc. are skilled /trained & have required experience in Secure Coding Practices or in related areas.	Application Owner	Self-Certification

Documentary evidence must be furnished against each of the above criteria along with an index. All documents must be signed by the authorized signatory of the Prospective Bidder. Relevant portions, in the documents submitted in pursuance of eligibility criteria, should be highlighted. False compliances with respect to any of the minimum Eligibility/Technical criteria would disqualify the bidder from the process. If a bidder is finally selected and at any stage during the term of the contract, if Bank finds the false certification for meeting the minimum eligibility/ technical criteria, or the bidder is not eligible as per the minimum eligibility and technical evaluation criteria, Bank may debar/ expel and blacklist the bidder and reassign the orders to other RTAs and Bank has right to necessary action.

Name & Signature of authorised signatory

Seal of Company/Firm

APPENDIX-E

BIDDER'S DETAILS

PART -A: GENERAL INFORMATION

S. No	Particulars	Bidder's Response		
1.	Name of the Company			
2.	Date of Incorporation			
3.	Constitution of the Company, i.e. Pvt. Limited/ Public Limited			
4.	Registered Office & Corporate Office Address with following details - a) E-mail address b) Telephone Number c) Fax number			
5.	Addresses of Service Centres/ Operating Offices/ Representative Office in Delhi with following details - a) E-mail address b) Telephone Number c) Fax number			
6.	SEBI Registration Number, Validity and Category.			
7.	ISO certification, if any.			
8.	Income Tax PAN No.			
9.	GST No.			
10.	Net worth of the Company for the FY 2022-23, 2023-24 and 2024-25 [as per Audited Accounts/ Auditor's Certificate]	F.Y.	Net worth	
		2022-23		
		2023-24		
		2024-25		
11.	Turnover and Net Profits of the Organization for the FY 2022-23, 2023-24 and 2024-25 [as per Audited Accounts/ Auditor's Certificate]	F.Y.	Turnover	Net profit
		2022-23		
		2023-24		
		2024-25		
12.	Total installed capacity: a) Towards folio handling	a)		
		b)		

	b) Data Storage Capacity c) Records (physical) storage capacity	c)
13.	Address of the place where RTA Activities are carried out.	
14.	Details of facilities for bulk dispatch by Ordinary / Registered Post / Speed Post / Courier etc.	
15.	Approximate number of manpower proposed to be provided exclusively for Shareholders/ Bondholders of J&K Bank.	
16.	Approximate Area in Sq. Fts. of the office place	
17	Do you have direct connectivity with CDSL/ NSDL?	
18	Name of the Public and Private Sector Banks where similar services are being offered for shareholders and/ or bond holders.	
19	Agreeable to provide security deposit in form of BG as mentioned in RFP.	
20	Experience / overall standing	
21	Whether the RTA is in a position to provide dedicated terminal for online/ immediate access to J&K Bank office?	
22	Is adequate storage capacity for J&K Bank to handle large folio related applications/ documents / correspondence etc.	
23	Whether you are providing Web based/ Mobile Based services to clients as well as investors to access information online?	
24	Capability to provide dedicated personnel and system for J&K Bank.	
25	Whether the RTA is ready to take Insurance to cover various operational and other risks for Minimum Rs. 50 Lakhs?	
26	Facility for prompt dispatch of letters including bulk dispatch by courier/ speed post etc., and established tracking system for returned letters.	

PART-B: SPECIFIC INFORMATION

S. No.	Particulars	Bidder's Response
1	Average turnover of the bidder (exclusively in RTA business) in last three years (Rupees in Crore). (Furnish average figure and enclose Audited P&L & B/S)	Enclosure - D/1
2	Number of Private Sector clients from top 50 listed entities (as per market capitalization) for RTA services is being rendered presently (excluding Banks & FIs).	Enclosure - D/2

	(Enclose list of present clienteles in this category)	
3	Number of Private Sector clients from other than top 50 listed entities for which RTA services is being rendered presently (excluding Banks & FIs) . (Enclose list of present clienteles in this category)	Enclosure - D/3
4	Number of clients from Public Sector entities for which RTA services is being rendered presently (excluding Banks & FIs). (Enclose list of present clienteles in this category)	Enclosure - D/4
5	Number of clients from Scheduled Commercial Public Sector/ Private Sector banks for which RTA services is being rendered presently. (Enclose list of present clienteles in this category)	Enclosure - D/5
6	Number of years of experience in dealing with the IPO/ FPO/ RIGHT Issue/ bonus Issue as Transfer Agent. (Enclose Client wise / year wise list)	Enclosure - D/6
7	Total number of IPO/ FPO/ Right Issue/ bonus Issue handled by the Transfer Agent in last three years. (Enclose list containing activity and client with period)	Enclosure - D/7
8	Total number of issuances of debt/ debenture instruments (Bond etc.) handled by the Transfer Agent in last three years. (Enclose list containing activity and client with period)	Enclosure - D/8
9	Total number of folios handled as on date of submission of bid. (Enclose client wise list containing number of demat/ physical folios)	Enclosure - D/9
10	Name of all the Directors / Managing Director: a. E-mail Address b. Telephone Number c. Fax Number d. Office address e. Residential Address (Please enclose separate sheet)	Enclosure - D/10
11	Background of all the Promoters / Directors (Please enclose separate sheet with written brief on all the Promoters / Directors)	Enclosure - D/11
12	Organization Chart (Please enclose separate sheet)	Enclosure - D/12
13	Detail of personnel in Legal cell (with adequate personnel) and company secretary for corporate issues with SEBI/ SEs. (Please enclose separate sheet)	Enclosure - D/13
14	RTA's Disaster recovery programme to conform to Business Continuity Plan of the Bank. (A copy of approved Disaster recovery plan to be enclosed)	Enclosure - D/14
15	Number of clients' / shareholders complaints against services rendered by the RTA during the last three years and details of Grievance handling mechanism. (Give brief details in separate sheet)	Enclosure - D/15
16	Number of suits filed against RTA during the last three years in respect of services rendered by them.	Enclosure - D/16

	(Give brief details in separate sheet)	
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Bidder confirms that information furnished hereinabove is true and correct in all respect.

Name & Signature of authorised signatory

Seal of Company/Firm



APPENDIX-F**TECHNICAL EVALUATION MATRIX**

Parameters for technical evaluation of participating bidders as on date of submission of bid is given in below mentioned sheet.

The Bidder will get marks as per value mentioned against each parameter and marks assigned or such value in the marking criteria.

S. No.	Parameters	Value	Marks (Max.)	Marking Criteria	Marks Scored (For Bank's use)
1	Average turnover of the bidder (exclusively in RTA business) in last three financial years (Rupees in Crore).	Rs. _____	5	Up to 10 Crore = 1 mark More than 10 Crore to 20 Crore = 2 marks More than 20 Crore to 40 Crore = 3 marks More than 40 Crore to 80 Crore = 4 marks More than 80 Crore = 5 marks	
2	Number of Private Sector clients from top 50 listed entities (as per market capitalization) for RTA services is being rendered presently (excluding Banks & FIs).	Number _____	10	1 Client = 2 marks 2 Clients to 4 Clients = 4 marks 5 Clients to 7 Clients = 6 marks 8 Clients to 11 Clients = 8 marks 12 Clients and more = 10 marks	
3	Number of Private Sector clients from other than top 50 listed entities for which RTA services is being rendered presently (excluding Banks & FIs).	Number _____	10	Up to 200 Clients = 2 marks More than 200 Clients to 400 Clients = 4 marks More than 400 Clients to 700 Clients = 6 marks More than 700 Clients to 1100 Clients = 8 marks More than 1100 Clients = 10 marks	
4	Number of clients from Public Sector entities for which RTA services is being rendered presently (excluding Banks & FIs).	Number _____	10	1 Client = 2 marks 2 Clients = 4 marks 3 Clients = 6 marks 4 Clients to 5 Clients = 8 marks More than 5 Clients = 10 marks	
5	Number of clients from Scheduled Commercial Public Sector/ Private Sector banks for which RTA services is being rendered presently.	Number _____	5	1 Client = 1 marks 2 Clients = 2 marks 3 Clients = 3 marks 4 Clients to 5 Clients = 4 marks More than 5 Clients = 5 marks	
6	Number of years of experience in dealing with the IPO/ FPO/ RIGHT Issue/ bonus Issue as Transfer Agent.	_____ years	10	Up to 5 Years = 2 marks More than 5 Years to 7 Years = 4 marks More than 7 Years to 11 Years = 6 marks More than 11 Years to 15 Years = 8 marks More than 15 Years = 10 marks	
7	Total number of IPO/ FPO/ Right Issue/ bonus Issue handled by the Transfer Agent in last three Financial Years.	Number _____	5	Up to 40 Issue = 1 marks 41 Issue to 80 Issue = 2 marks 81 Issue to 120 Issue = 3 marks 121 Issue to 160 Issue = 4 marks More than 160 Issue = 5 marks	
8	Total number of issuances of debt/ debenture instruments (Bond etc.) handled by the Transfer	Number _____	5	Up to 5 Issue = 1 marks 6 Issue to 10 Issue = 2 marks 11 Issue to 20 Issue = 3 marks 21 Issue to 30 Issue = 4 marks More than 30 Issue = 5 marks	

	Agent in last three Financial Years.				
9	Total number of folios handled as on date of submission of bid.	Number _____	10	Up to 0.50 Crore = 2 marks More than 0.50 Crore to 1.00 Crore = 4 marks More than 1.00 Crore to 2.00 Crore = 6 marks More than 2.00 Crore to 4.00 Crore = 8 marks More than 4 Crore = 10 marks	
10	Presentation by bidders and evaluation of technical & functional specifications by internal committee.		30		
TOTAL MARKS			100	MARKS SECURED BY THE BIDDER	

Mark secured by a bidder is subject to production of sufficient proof against such criteria as required by the Bank. Any misrepresentation would disqualify the bidder from the RFP process. If a bidder is finally selected and at any stage during the term of the contract, Bank finds the false misrepresentation as to value claimed by the bidder, Bank may debar/ expel and blacklist the bidder and reassign the orders to other RTAs and Bank has right to necessary action.

Name & Signature of authorised signatory

Seal of Company/Firm

APPENDIX-G

**COMMERCIAL/ PRICE BID
(FOR ONLINE SUBMISSION)**

Name of the Bidder: _____

Schedule of the fees and charges payable to the Registrar and Transfer Agent

S. No.	Particulars	Unit	Estimated Quantity per Year (Multiplication Factor) (A)	Rates per Unit (B)	Total Amount based on estimated quantity For 3 years excluding GST (A*B*3)
1	Fees for Services related to Shares, Bonds & CDs				
1.1	Folio Maintenance fees / Folio (Physical, Electronic, IEPF, Suspense a/c) (see clause 5 below)	Per folio/ month	265000 x 12 months =31,80,000		
1.2	Transmissions, Transpositions/ name deletion, KYC Updation, Issue of duplicate certificate/LOC, Transfer (as per regulatory directions) etc	Per folio	500		
1.3	Subdivision of certificate, consolidation of share/ bond CDs etc	Per folio	1,00,000		
1.4	Dematerialization etc. - Charges for dematerialization of share/ bond certificates, destruction thereof, keeping full record/ inventory including scanned image of both sides of certificates (as per SLA) etc.	Per folio	500		
1.5	Charges for re-materialization	Per folio	10		
1.6	Charges for processing of Revalidation of transfer deeds (As per Court order/ Regulator)	Per folio	100		
1.7	Bulk emailing activities (For AGM / EGM Notices, Annual Reports, Performance Results, KYC Updation, Bonus/ Right allotment / refund intimations, Postal Ballot, Chairman Speech, Reminders for unclaimed dividends, Bondholder Acknowledgement, Letter/ Allotment advice/ Bond certificates, interest warrant, other intimations/ reminder etc).	Per email	5,00,000		

1.8	Bulk Dispatch of Letters (Physical) (For AGM / EGM Notices, Performance Results, KYC Updation, Bonus/ Right allotment/ refund intimations, Postal Ballot, Chairman Speech, Reminders for unclaimed dividends, Bondholder Acknowledgement, Letter/ Allotment advice/ Bond certificates, printing of interest warrant, Bulk Mailing Register, other intimations/ reminder etc).	Per Letter	20,000		
1.9	Sending SMS	Per SMS	500000		
1.10	Service Charges - Legal	Per Case	10		
1.11	Physical Storage - Warehouse / Godown	Per year	1		
1.12	All activities related to Issuance/ Corporate Actions related to Shares/ NCDs/ CDs/ ESOP/ Rights Issue/ FPO/ QIP/ Preferential Issue/ GDR / ADR issues etc	Per Folio	1,00,000		
1.13	Any other Corporate Action like Merger/ Demerger/ Bonus/ SPLIT etc	Per folio	2,65,000		
1.14	Special BENPOS processing charges	Per BENPOS	3		
2	Dividend/ Interest Processing for Shares, Bonds & CDs				
2.1	All activities pertaining to Dividend (Interim/Final)/Interest processing and Reconciliation of Unpaid Dividend/ Interest	Per folio	2,65,000		
2.2	Provisioning for TDS exemptions/ Low tax Deduction - Form 15 G/H & Form 10, Web based provision for Tax Consultants to scrutiny the exemptions, Providing tax register, File creations, Upload to Bankers etc	Per folio	265000		
3	Annual/ Extraordinary General Meeting				
3.1	Data charges in case the E-voting platform is of RTA (AGM/EGM/Postal Ballot etc.) - Excluding emails	Per folio	265000		
3.2	Data charges in case the E-voting platform is other than RTA (AGM/EGM/Postal Ballot etc.- NSDL/CDSL)	Per folio	265000		
3.3	All AGM/ EGM Services, RTA e-voting platform - Excluding emails, VC platform, 2 Demo's included, Moderation / Video Recording / Transcripts etc	Per General Meeting	1		
4	Physical AGM/ EGM Charges				
4.1	Attending Physical AGM/ EGM in person	Per Person/ Per Event	1		

4.2	IT Support - Server, Router, Tabs, Laptops, Printer, Cables, Switch etc, Instapoll at AGM/ EGM Venue, AGM/ EGM Reports - Attendance, Voting Results, SEBI Poll Reports	per General Meeting	1		
4.3	ROM data, Statutory Registers & Annual Return as per MCA Formats (MGT 7 / List of shareholders & other regulations).	Per Folio / event	265000		
5	Web Based Services				
5.1	Online portal - Updation and Maintenance (This includes data/ reports required/ prescribed by the Bank for compliance/ MIS purpose in the format/ periodicity as may be prescribed by the Bank/ Regulators), Weekly Snapshot - Comparison report / Reg 31 / Shareholding pattern / annexures	Per Annum	1		
5.2	Maintenance of communication links for each depository to cover cost of Depository Link Operation / Weekly & Monthly Benpos download / Depository Audit - NSDL and CDSL	Per Annum/ Per Depository	2		
6	IEPF Processing				
6.1	All pre and post IEPF related activities including extraction/ preparation of data for uploading to the site of Ministry of Corporate Affairs (MCA) / Bank as required in connection with transfer of unpaid Dividend Warrants/ Interest Warrants and Shares/ Bonds related to it to Investor Education and Protection Fund (IEPF) (as and when required in the required format) and periodical updation of the data to the said sites to be done by RTA without any additional charges.	Per Unpaid Dividend Account	3		
6.2	IEPF Dividend / Share Transfer Activity	Lumpsum (per Unpaid Dividend Account)	3 Unpaid Dividend Accounts =3		
6.3	Processing of data for filing IEPF related Forms, Data maintenance & Verification of IEPF claims of the shareholders	Per case	2,000		
7	Suspense Escrow related activities				
7.1	All activities related to generation of CLOC, passing of entries, transfer and release of Unclaimed securities from Suspense Escrow Account.	Per folio	300		
8	Redemption / Interest Payment of Bond/ Securities				

8.1	Charges for redemption of Bonds/ CDs on valid Redeemed Bonds including sharing financial letter for approval, intimation of record dates, sharing BENPOS, calculating TDS and Net amounts to be paid to the investors, providing missing details of account holders/ investors like proper account heads.	Per folio	30		
9	Any other activity not defined above				
9.1	Other services, if any (<i>in case zero is quoted it shall be deemed that other services not defined above if any shall be provided by RTA without any charge</i>)	Per year	1		
	TCO for three years (Exclusive of GST)				Rs. _____

TERMS OF PAYMENT OF FEE & COST:

- All charges/ rates stated above are inclusive of all applicable taxes / levies by the Government but exclusive of GST. All bills should contain the GST Number of the RTA and the Bank.
- Tax will be deducted at source, as applicable, at the time of all payments.
- All “per Folio” charges will be based on the number of folio’s after PAN grouping. The number of folio(s) for the billing purpose shall be on the basis of the number of folio(s) (after PAN grouping) existing as per the last BenPos (with PAN grouping) for the month.
- The charges pertaining to the following shall be included as Folio maintenance charges. No separate charges are payable for these services:
 - All types of correspondence with the shareholders/ bondholder for attending to their grievances,
 - Preparation of data / reports for compliances with SEBI LODR relating to Shareholding/ bondholder investor grievances / reconciliation etc.
 - Maintenance of shareholder/ security holder register and transfer books and storage and preservation of old records.
 - Providing complete details of shareholders/ security holder to the Bank in soft copy as and when required.
- All the statements / information/ reports as per regulatory requirements and or otherwise demanded by the Bank shall be provided by the RTA free of cost/ charges in the prescribed/ desired format.
- Postages incurred for dispatch of certificates, letters, etc. should be fully supported by an outward Registrar and/or Registration Journal.
- Expenses should be supported by proper invoices.
- For any auxiliary activity which may be required/prescribed by the Bank/regulator/statutory authority to be undertaken as part of annual /periodical/regular activities viz dividend/interest payment, compliance report on ongoing basis etc., no additional charges will be paid.

9. All expenses borne by RTA in connection with the visit of their officials to Bank's central office or the venue of the meeting for Annual General Meeting, Extraordinary General Meeting or any other meetings etc. will be reimbursed by Bank on actual basis subject to necessary supporting documentary evidence/ production of invoices by the RTA and with Prior approval from the Bank. However, no expenses will be payable for collecting/ handing over DAK from/ to Bank from time to time in normal course.
10. Fee for processing of Right issue/split/Bonus Issue etc., shall include charges for downloading NSDL & CDSL data and preparation of reports, validation, allotment of shares (including creating temporary ISIN) and any other charges in connection with activities relating to NSDL & CDSL.
11. No separate charges shall be paid for downloading BENPOS/ Conversion of NSDL/ CDSL files to match the master layouts for Share/ Bond Register.
12. No additional cost/ charges are payable towards taking over and maintaining all physical records (including but not limited to IPO/ Right Issue/ Merger of Other Entities/ Court Case Records etc. irrespective of quantum of records) from outgoing RTA.
13. The Fees/Charges shall remain fixed for three years, from the date of execution of RTA agreement.
14. Cost and charges for the work performed for defending, pursuing, maintaining physical/ electronic records, updating and follow-up of Lawsuits/ Legal Cases and attending various legal matters including but not limited to legal notices, succession matters, summon and requisition in criminal matters, witness summon/ warrant, summon for production of documents, conference with advocate, providing documents to Court/ advocate, etc. and any other matter, as may be assigned by the Bank, in respect of shares and bonds related matters shall be deemed to be inclusive in Annual Service Charges and no additional fee shall be paid for attending legal issues/ matters either fresh or ongoing basis.

Note:

The bidder is deemed to have noted the fact that estimated quantity per year mentioned above are yearly indicative quantities and would be used only for bid evaluation purpose and arriving lowest bidder. However, the quantities will vary as per actual which will be acceptable to the Bidder & payment will be made based upon the actual quantities of each activity at the time of execution.

Name & Signature of authorised signatory

Seal of Company/Firm

APPENDIX-H

TECHNO-COMMERCIAL EVALUATION

Sr. No.	Parameters	Maximum Marks (Weightage)	Marks Obtained (To be filled by Evaluation Committee)
1	Technical Proposal	70	
2	Commercial Proposal	30	
Total		100	

Cost Evaluation under Combined Quality cum Cost Based System (CQCCBS)

- Under CQCCBS, the technical proposals will be allotted weightage of 70% while the financial proposals will be allotted weightages of 30%.
- Proposal with the lowest cost may be given a financial score of 100 and other proposals given financial scores that are inversely proportional to their prices.
- The total score, both technical and financial, shall be obtained by weighing the quality and cost scores and adding them up. The proposed weightages for quality and cost shall be specified in the RFP.

Highest point's basis:

On the basis of the combined weighted score for quality and cost, the bidder shall be ranked in terms of the total score obtained. The proposal obtaining the highest total combined score in evaluation of quality and cost will be ranked as H-1 followed by the proposals securing lesser marks as H-2, H-3 etc. The proposal securing the highest combined marks and ranked H-1 will be invited for negotiations, if required and shall be recommended for award of contract.

As an example, the following procedure can be followed. In a particular case of selection of bidder, it was decided to have minimum qualifying marks for technical qualifications as 70 and the weightage of the technical bids and financial bids was kept as 70: 30. In response to the RFP, 3 proposals, A, B & C were received. The technical evaluation committee awarded them 75, 80 and 90 marks respectively. The minimum qualifying marks were 65.

All the 3 proposals were, therefore, found technically suitable and their financial proposals were opened after notifying the date and time of bid opening to the successful participants. The price evaluation committee examined the financial proposals and evaluated the quoted prices as under:

Proposal	Technical Score	Evaluated Cost
A	75	Rs. 120
B	80	Rs. 100
C	90	Rs. 110

Using the formula LEC / EC , where LEC stands for lowest evaluated cost and EC stands for evaluated cost, the committee gave them the following points for financial proposals:

A : $100 / 120 = 83$ points B: $100 / 100 = 100$ points C : $100 / 110 = 91$ points

In the combined evaluation, thereafter, the evaluation committee calculated the combined technical and financial score as under:

Proposal A: $75 \times 0.70 + 83 \times 0.30 = 77.4$ points.

Proposal B: $80 \times 0.70 + 100 \times 0.30 = 80.9$ points

Proposal C: $90 \times 0.70 + 91 \times 0.30 = 87.9$ points.

The three proposals in the combined technical and financial evaluation were ranked as under:

Proposal A: 77.4 points : H3

Proposal B: 80.9 points : H2

Proposal C: 87.9 points : H1

Proposal C at the evaluated cost of Rs. 110 was, therefore, declared as winner and recommended for negotiations and approval, to the competent authority.

Under QCCBS method, the bidder who has secured first rank in evaluation **shall be** called for further negotiation after opening and evaluation of its financial proposals.

APPENDIX-I**INDEMNITY BOND**

(To be typed on non-judicial Stamp Paper of appropriate value and attested by Notary Public Magistrate)

The indemnity bond made on the _____ day of _____ 2025 by M/s. _____ (Name of the Selected bidder Company) a body corporate registered under the Companies Act, 1956/2013 having its Registered Office at _____ and Branch Office/Corporate Office _____ (hereinafter referred to as the 'Registrar and Transfer Agent') in favour of the Jammu and Kashmir Bank Limited, a Banking Company under Indian Companies Act, 2013 having corporate and registered office at M.A.Road, Srinagar, J&K, India-190001 (hereinafter called "J&K Bank").

WHEREAS, M/s _____ (Name of the Selected bidder Company) entered into an Agreement dated _____ with J&K Bank (hereinafter called the said "RTA AGREEMENT/ SLA") for acting as the Registrar and Transfer agents of the J&K Bank on the terms and conditions mentioned therein for a period of three years. However, the Agreement is renewable with the mutual consent on year-to-year basis.

NOW, therefore this indemnity bond witnesses that in performance of the assignment as per the RTA Agreement/ SLA, the Registrar and Transfer Agent shall exercise reasonable skill, care and diligence and keep J&K Bank indemnified in respect of any loss, damage or claim howsoever arising out of or related to breach of contract, statutory duty or negligence by the Registrar and transfer agent or its staff, agents or sub-contractors in relation to the performance or otherwise of the services under the Agreement.

IN WITNESS WHEREOF this Deed has been executed at _____ by the aforesaid Registrar and Transfer Agent through its Authorized Representative, in the presence of witnesses.

Witness: 1. (Signature, name and address)	(Authorised Signatory) Name of the Authorised signatory:
2. (Signature, name and address)	Address and seal of the Registrar & Transfer Agent:

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APPENDIX-J

BANK GUARANTEE FORMAT
 (TO BE STAMPED AS AN AGREEMENT)

1. THIS BANK GUARANTEE AGREEMENT executed at _____ this _____ day of _____ 2025 by _____ (Name of the Bank) _____ having its Registered Office at _____ and its Branch at _____ (hereinafter referred to as "the Guarantor", which expression shall, unless it be repugnant to the subject, meaning or context thereof, be deemed to mean and include its successors and permitted assigns) IN FAVOUR OF the Jammu and Kashmir Bank Limited, a Banking Company under Indian Companies Act, 2013 having corporate and registered office at M.A.Road, Srinagar, J&K, India-190001 and one of its offices at _____ (procuring office address), hereinafter referred to as " J&K Bank " which expression shall, unless repugnant to the subject, context or meaning thereof, be deemed to mean and include its successors and assigns).
2. WHEREAS M/s _____, incorporated under _____ Act having its registered office at _____ and principal place of business at _____ (hereinafter referred to as "Service Provider/ Vendor" which expression shall unless repugnant to the context or meaning thereof shall include its successor, executor & assigns) has agreed to develop, implement and support _____ (name of Service) (hereinafter referred to as "Services") to J&K Bank in accordance with the Request for Proposal (RFP) No. _____.
3. WHEREAS, J&K Bank has agreed to avail the Services from Service Provider for a period of Three year(s) subject to the terms and conditions mentioned in the RFP.
4. WHEREAS, in accordance with terms and conditions of the RFP/Engagement Letter/ Agreement dated _____, Service Provider is required to furnish a Bank Guarantee for a sum of Rs. _____/- (Rupees _____ only) for due performance of the obligations of Service Provider in providing the Services, in accordance with the Purchase order/Agreement guaranteeing payment of the said amount of Rs. _____/- (Rupees _____ only) to J&K Bank, if Service Provider fails to fulfill its obligations as agreed in Agreement.
5. WHEREAS, the Bank Guarantee is required to be valid for a total period of _____ months and in the event of failure, on the part of Service Provider, to fulfill any of its commitments / obligations under the Agreement, J&K Bank shall be entitled to invoke the Guarantee.

AND WHEREAS, the Guarantor, at the request of Service Provider, agreed to issue, on behalf of Service Provider, Guarantee as above, for an amount of Rs. _____/- (Rupees _____ only).

NOW THIS GUARANTEE WITNESSETH THAT

1. In consideration of J&K Bank having agreed to entrust Service Provider for rendering Services as mentioned in the RFP, we, the Guarantors, hereby unconditionally and irrevocably guarantee that Service Provider shall fulfill its commitments and obligations in respect of providing the Services as mentioned in the Agreement and in the event of Service Provider failing to perform / fulfill its commitments / obligations in respect of providing Services as mentioned in the Agreement, we (the Guarantor) shall on demand(s), from time to time from J&K Bank, without protest or demur or without reference to Service Provider and not withstanding any contestation or existence of any dispute whatsoever between Service Provider and J&K Bank, pay J&K Bank forthwith the sums so demanded by J&K Bank not exceeding Rs. _____/- (Rupees _____ only).
2. Any notice / communication / demand from J&K Bank to the effect that Service Provider has failed to fulfill its commitments / obligations in respect of rendering the Services as mentioned in the Agreement, shall be conclusive, final & binding on the Guarantor and shall not be questioned by the Guarantor in or outside the court, tribunal, authority or arbitration as the case may be and all such demands shall be honoured by the Guarantor without any delay.
3. We (the Guarantor) confirm that our obligation to the J&K Bank, under this Guarantee shall be independent of the agreement or other understandings, whatsoever, between the J&K Bank and Service Provider.
4. This Guarantee shall not be revoked by us (the Guarantor) without prior consent in writing of the J&K Bank.

WE (THE GUARANTOR) HEREBY FURTHER AGREE & DECLARE THAT-

- i) Any neglect or forbearance on the part of J&K Bank to Service Provider or any indulgence of any kind shown by J&K Bank to Service Provider or any change in the terms and conditions of the Agreement or the Services shall not, in any way, release or discharge the Bank from its liabilities under this Guarantee.
- ii) This Guarantee herein contained shall be distinct and independent and shall be enforceable against the Guarantor, notwithstanding any Guarantee or Security now or hereinafter held by J&K Bank at its discretion.
- iii) This Guarantee shall not be affected by any infirmity or absence or irregularity in the execution of this Guarantee by and / or on behalf of the Guarantor or by merger or amalgamation or any change in the Constitution or name of the Guarantor.
- iv) The Guarantee shall not be affected by any change in the constitution of J&K Bank or Service Provider or winding up / liquidation of Service Provider, whether voluntary or otherwise
- v) This Guarantee shall be a continuing guarantee during its validity period.
- vi) This Guarantee shall remain in full force and effect for a period of ____ year(s) ____ month(s) from the date of the issuance i.e. up to _____ and claim period of ____ year/s after expiry of the validity period i.e., up to _____; Unless a claim under this Guarantee is

made against us on or before _____ , all your rights under this Guarantee shall be forfeited and we shall be relieved and discharged from all liabilities there under.

vii) This Guarantee shall be governed by Indian Laws and the Courts in Srinagar, India alone shall have the jurisdiction to try & entertain any dispute arising out of this Guarantee.

Notwithstanding anything contained herein above:

- i. Our liability under this Bank Guarantee shall not exceed Rs_____/- (Rs. _____only)
- ii. This Bank Guarantee shall be valid upto_____
- iii. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if J&K Bank serve upon us a written claim or demand on or before _____

Yours faithfully,

For and on behalf of bank.

Authorised official

APPENDIX-K**PENALTIES**

It will be binding on RTA to make good any financial loss to the Bank due to any penalty/ fine imposed by the SEBI or any other Regulator on account of default or contravening any of the provisions of SEBI (LODR) Regulations, 2015 and other Regulators and any amendments / changes carried out from time to time by them or penalty imposed by any competent court on account of lapse on the part of RTA in supplying information timely/ follow up etc. and also as provided in Agreement.

Further, for ensuring efficient and prompt disposal of the queries/ requests/ complaints of Bank's shareholders / bondholders, the RTA may be subjected to following penalties for deficiency in service:

a.	No response to Queries / Requests within 2 working days.	Rs. 500/- per day
b.	No response to complaints of shareholders / bond holders within 3 working days	Rs. 1000/- per day
c.	Resolution of SEBI / NSE/ BSE / other regulator complaints beyond prescribed timeline.	Rs. 1000/- per day in addition to Regulatory penalty.
d.	Non-Disposal of Transmission cases / Issue of duplicate share/ bond certificates within prescribed time limit.	Rs. 1000/- per day in addition to Regulatory penalty.
e	Non submission of confirmation of reconciliation of Dividend accounts and bond interest / redemption accounts on monthly basis.	Rs. 10,000/- per month and deficit in un- reconciled accounts to be borne by them

RTA may, however, will be given opportunity to furnish their explanation against any delay against lapses as stated above for consideration by the Bank.

Name & Signature of authorised signatory

Seal of Company

APPENDIX-L

NON-DISCLOSURE AGREEMENT

This non-Disclosure Agreement (The Agreement) is made at _____ on this the _____ day of _____, 2025

BY AND BETWEEN

The Jammu and Kashmir Bank Limited, a company under the Companies Act, 2013 and having its registered office at Corporate Headquarters, M A Road Srinagar -190001 (hereinafter referred to as “**Bank**”, which expression shall unless repugnant to the context or meaning thereof, include its successors in interests and assigns) **OF THE ONE PART;**

AND

_____, a company under the Companies Act, 2013 and having its registered office at [*Please fill in address*] (hereinafter referred to as “**RTA**” which expression shall, unless repugnant to the context or meaning thereof, be deemed to include, its representatives and permitted assigns) **OF THE OTHER PART;**

BANK and RTA shall hereinafter be referred to as such, or collectively as “**Parties**” and individually as “**Party**”.

WHEREAS:

- i. Pursuant to due process of tendering, Bank has hired the services of RTA for appointment as Bank’s Registrar and Transfer Agent to undertake and provide services as per details/ scope of work mentioned in **AGREEMENT** for Registrar & Share Transfer Agent between the Bank and RTA (**Schedule-I**).
- ii. The Parties contemplate that with respect to the Proposed Transaction, both the Parties may exchange certain information, material and documents relating to shareholders of the Bank, each other’s business, assets, financial condition, operations, plans and/or prospects of their businesses (hereinafter referred to as “Confidential Information”, more fully detailed in clause 1 herein below) that each Party regards as proprietary and confidential;
- iii. Parties intend to execute this Agreement for preserving and maintaining the confidentiality of the “Confidential Information” in respect of the transaction under reference.

IN CONNECTION WITH THE ABOVE, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. **“Confidential and or proprietary Information”** shall mean and include any information disclosed by one Party (Disclosing Party) to the other (Receiving Party) either directly or indirectly, in writing, by inspection of tangible objects (including, without limitation, documents, prototypes, samples, media, documentation).

Confidential information shall include, without limitation, any information of shareholders of the Bank , materials, trade secrets, network information, configurations, trademarks, brand name, know-how, business and marketing plans, financial and operational information, and all other non-public information, material or data relating to the current and/ or future business and operations of the Disclosing Party and analysis, compilations, studies, summaries, extracts or other documentation prepared by the Disclosing Party.

Confidential Information may also include information disclosed to the Receiving Party by third parties on behalf of the Disclosing Party.

2. The Receiving Party shall refrain from disclosing, reproducing, summarising and/or distributing Confidential Information and confidential materials of the Disclosing Party except in connection with the Proposed Transaction.
3. The Parties shall protect the confidentiality of each other’s Confidential Information in the same manner as they protect the confidentiality of their own proprietary and confidential information of similar nature. Each Party, while acknowledging the confidential and proprietary nature of the Confidential Information agrees to take all reasonable measures at its own expense to restrain its representatives from prohibited or unauthorised disclosure or use of the Confidential Information.
4. Confidential Information shall at all times remain the property of the Disclosing Party and may not be copied or reproduced by the Receiving Party without the Disclosing Party’s prior written consent.
5. Within seven (7) days of a written request by the Disclosing Party, the Receiving Party shall return/destroy (as may be requested in writing by the Disclosing Party or upon expiry and or earlier termination) all originals, copies, reproductions and summaries of Confidential Information provided to the Receiving Party as Confidential Information. The Receiving Party shall certify to the Disclosing Party in writing that it has satisfied its obligations under this paragraph.
6. The Receiving Party may disclose the Confidential Information only to the Receiving Party’s employees and consultants on a need-to-know basis. The Receiving Party shall have executed or shall execute appropriate written agreements with third parties, in a form and manner sufficient to enable the Receiving Party to enforce all the provisions of this Agreement.

7. Confidential Information, however, shall not include any information which the Receiving Party can show:
 - i) is in or comes into the public domain otherwise than through a breach of this Agreement or the fault of the Receiving Party; or
 - ii) was already in its possession free of any such restriction prior to receipt from the Disclosing Party; or
 - iii) was independently developed by the Receiving Party without making use of the Confidential Information; or
 - iv) has been approved for release or use (in either case without restriction) by written authorisation of the Disclosing Party.
8. In the event either Party receives a summons or other validly issued administrative or judicial process requiring the disclosure of Confidential Information of the other Party, the Receiving Party shall promptly notify the Disclosing Party. The Receiving Party may disclose Confidential Information to the extent such disclosure is required by law, rule, regulation or legal process; *provided however*, that, to the extent practicable, the Receiving Party shall give prompt written notice of any such request for such information to the Disclosing Party, and agrees to co-operate with the Disclosing Party, at the Disclosing Party's expense, to the extent permissible and practicable, to challenge the request or limit the scope thereof, as the Disclosing Party may reasonably deem appropriate.
9. Neither Party shall use the other's name, trademarks, proprietary words or symbols or disclose under this Agreement in any publication, press release, marketing material, or otherwise without the prior written approval of the other.
10. Each Party agrees that the conditions in this Agreement and the Confidential Information disclosed pursuant to this Agreement are of a special, unique, and extraordinary character and that an impending or existing violation of any provision of this Agreement would cause the other Party irreparable injury for which it would have no adequate remedy at law and further agrees that the other Party shall be entitled to obtain immediately injunctive relief prohibiting such violation, in addition to any other rights and remedies available to it at law or in equity.
11. The Receiving Party shall indemnify the Disclosing Party for all costs, expenses or damages that Disclosing Party incurs as a result of any violation of any provisions of this Agreement. This obligation shall include court, litigation expenses, and actual, reasonable attorney's fees. The Parties acknowledge that as damages may not be a sufficient remedy for any breach under this Agreement, the non-breaching party is entitled to seek specific performance or injunctive relief (as appropriate) as a remedy

for any breach or threatened breach, in addition to any other remedies at law or in equity.

12. Neither Party shall be liable for any special, consequential, incidental or exemplary damages or loss (or any lost profits, savings or business opportunity) regardless of whether a Party was advised of the possibility of the damage or loss asserted.
13. Both the Parties agree that by virtue of the Parties entering into this Agreement neither Party is obligated to disclose all or any of the Confidential Information to the other as stated in this Agreement. The Parties reserve the right to disclose only such information at its discretion and which it thinks, is necessary to disclose in relation to the Proposed Transaction.
14. Both the Parties agree that this Agreement will be effective from the date of execution of this Agreement by both Parties and shall continue to be effective till the Proposed Transaction is terminated by either Party by giving a thirty (30) days' notice, in case either Party foresees that the Proposed Transaction would not be achieved.

Notwithstanding anything contained herein, the provisions of this Agreement shall survive and continue after expiration or termination of this Agreement for a further period of _____ year(s) from the date of expiration.

15. Each Party warrants that it has the authority to enter into this Agreement.
16. If any provision of this agreement is held to be invalid or unenforceable to any extent, the remainder of this Agreement shall not be affected and each provision hereof shall be valid and enforceable to the fullest extent permitted by law. Any invalid or unenforceable provision of this Agreement shall be replaced with a provision that is valid and enforceable and most nearly reflects the original intent of the unenforceable provision.
17. This Agreement may be executed in two counterparts, each of which will be deemed to be an original, and all of which, when taken together, shall be deemed to constitute one and the same agreement.
18. The relationship between both the Parties to this Agreement shall be on a principal-to-principal basis and nothing in this agreement shall be deemed to have created a relationship of an agent or partner between the Parties and their employees.
19. This Agreement shall be governed by the laws of India. Both parties irrevocably submit to the exclusive jurisdiction of the Courts in Srinagar, for any action or proceeding regarding this Agreement.
20. Any dispute or claim arising out of or in connection herewith, or the breach, termination or invalidity thereof, shall be settled by mutual discussions and negotiations to the extent possible by involving all the top hierarchal levels as may be possible in the phased manner, as and when required.

21. All modifications and amendments to this Agreement must be made in writing and duly signed by both the parties.
22. The parties herein covenant and declare that this Agreement is being executed through the Authorized representatives, having valid legal authorization and mandate to execute the same.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS NON-DISCLOSURE AGREEMENT IN DUPLICATE BY AFFIXING THE SIGNATURE OF THE AUTHORISED REPRESENTATIVES AS OF THE DATE HEREIN ABOVE MENTIONED.

<u>COMPANY NAME</u>	<u>Bank</u>
By:	By:
Name:	Name:
Title:	Title:
Address:	Address:
Company Seal	Company Seal

APPENDIX-M

**SERVICE LEVEL AGREEMENT (SLA)
(TO BE STAMPED AS AN AGREEMENT)**

AGREEMENT FOR REGISTRAR & TRANSFER AGENT (RTA)
BETWEEN
JAMMU AND KASHMIR BANK LIMITED, CORPORATE HEADQUARTERS, M.A ROAD
SRINAGAR, KASHMIR - 190001

AND

_____(SERVICE PROVIDER)

Date of Commencement: _____

Date of Expiry: _____

This Agreement (hereinafter referred to as “Agreement”) is executed at Srinagar on _ day of __ 2025

BETWEEN

The Jammu and Kashmir Bank Ltd, a Banking Company under Indian Companies Act, 2013 having its registered office at M.A.Road, Srinagar, J&K, India-190001, hereinafter referred to as “J&K Bank” or “Bank” (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) OF THE FIRST PART:

AND

_____, Company/LLP/Firm/ ~~<strike off whichever is not applicable>~~, private/public limited company/LLP/Firm ~~<strike off whichever is not applicable>~~ incorporated under the provisions of the Companies Act, 1956/2013 / Limited Liability Partnership Act, 2008 / Indian Partnership Act 1932 ~~<strike off whichever is not applicable>~~, having its registered office at _____, hereinafter referred to as “RTA”, (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 SECOND PART.

J&K Bank and the RTA are hereinafter collectively referred to as “Parties” and individually as “Party”.

AND WHEREAS:-

- A. J&K Bank functioning as a leading Bank in the Union Territories of Jammu and Kashmir and Ladakh. Bank has to render services relating to transfer, transmission, issue of duplicate share certificates, rematerialisation etc., of shares/ bonds/ CDs in compliance with the rules and regulations made thereunder as amended from time to time, the Companies Act, 2013 amended from time to time (to the extent applicable), the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 (hereinafter referred to as “Listing Regulations, 2015”), and any other rules, regulations, circulars, guidelines for the time being in force.
- B. J&K Bank proposes to appoint a SEBI Registered Category - I Registrar & Transfer Agent (RTA) in accordance with the provisions of the Companies Act, 2013 (to the extent applicable), Listing Agreements, SEBI (LODR) Regulations, 2015 and other applicable laws from time to time.
- C. In this context, Bank had invited proposals/bids from various bidders by issuing a Request for Proposal dated _____, bearing reference no. JKB/BSCHQ/RFP/_____ dated: _____, along with its clarifications/ corrigenda issued by Bank from time to time, for appointment of RTA of the Bank on the terms and conditions more specifically mentioned therein (“RFP Document”).
- D. In response thereto, Bank has received proposal/ bids from various bidders in the form of technical bids and commercial bids.

- E. After scrutinization and evaluation of the technical bids and commercial bids of the bidders in accordance with the CQCCBS Evaluation Process, the RTA having a permanent Registration No. _____ has been declared as the successful bidder and has been selected and recommended by the Internal Committee of the Bank to the Competent Authority for approval of the proposal of the appointment of RTA of the Bank and award of this Agreement.
- F. Pursuant to the approval of the Competent Authority, an Offer of Contract dated _____ bearing reference no. _____ was issued by J&K Bank to the RTA ("Offer of Contract") which has been accepted by RTA by its letter dated _____ bearing reference no. _____ ("Acceptance Letter").
- G. In terms of Regulation 9A(1)(b) of the SEBI (Registrar to an Issue and Share Transfer Agent) Regulation 1993, RTA is required to enter into a valid agreement with the Bank on whose behalf RTA has to act as Registrar and Share Transfer Agent and in pursuance of the same, RTA and the J&K Bank have entered into an Agreement, being these present.
- H. The Parties are now desirous of entering into this Agreement for recording the terms and conditions that will govern their understanding.
- I. J&K Bank hereby appoints _____ as the Registrar and Share Transfer Agent in respect of the Bank's Equity Shares/ Bonds/ CDs for a period of Three years from the date of this agreement upon the terms and conditions herein contained and _____ accepts such appointment. However, this agreement will take effect from the date when the database and electronic connectivity is shifted to _____ from _____, the existing RTA pursuant to Regulation 7(4) of SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015. The appointment may be continued for such further periods after review and on mutually agreed terms and conditions.
- J. The RFP Document, Offer of Contract and the Acceptance Letter form an integral part of this Agreement. That all the terms and conditions including the scope provides in the RFP document shall be deemed to be part and parcel of this agreement.

NOWHEREFORE, in consideration of the mutual covenants, undertakings, conditions and understandings set forth in this Agreement, the receipt and sufficiency of which is hereby acknowledged, the Parties, with the intent to be legally bound, hereby covenant and agree to the following terms and conditions hereinafter contained: -

1) Definitions and Interpretations

A. Definition:

Certain capitalized terms used in this Agreement are defined hereunder. Other capitalized terms used in this Agreement but not defined herein under have the meanings indicated in the RFP Document. Unless otherwise specifically defined, those terms, acronyms and phrases in this Agreement that are utilized in the general accounting standards or other pertinent business contexts shall be interpreted in accordance with their generally understood meaning in such general accounting standards or pertinent business contexts respectively. Unless the context otherwise requires / mentions, the following definitions shall apply:

- i. “Affiliate/s” shall mean any person or entity which, directly or indirectly, controls or is controlled by or is under common control with the Bidder and for the purposes of this definition ‘control’ (including the terms ‘controlled by’ and ‘under common control with’) shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of another whether the ownership of voting securities or holding of office in another, by contract or otherwise.
- ii. “Agreement” shall mean agreement entered between J&K Bank and the RTA, including all attachments and appendices thereto and all documents incorporated by reference herein.
- iii. “Applicable Law” shall mean any -statute, law, regulation, ordinance, rule, notification, judgment, order, decree, bye law, approvals, directive, guideline, requirement or other governmental restriction or any decision or determination by or any interpretation, policy, or administration of any of the foregoing, by a government authority having jurisdiction over the matter in question, whether in effect as of the date of this Agreement or thereafter.
- iv. “Business Day” shall mean a day, not being a Saturday or Sunday, on which banks are open for general business.
- v. “Confidential Information” has the meaning set forth in clause 9 of this Agreement.
- vi. “Contract” shall mean the Contract/ Service Level Agreement (SLA) signed between the successful bidder and J&K Bank and all the attached documents and the appendices thereto.
- vii. “Effective Date” shall mean the date of execution of this Agreement or from the date of transfer of database and/or electronic connectivity to RTA whichever is later.
- viii. “Force Majeure” means circumstances or causes beyond any Party’s reasonable control, including, without limitation acts of God or war or fire or earthquake or explosion or any law, order, proclamation, regulation, ordinance, demand or requirement of any governmental / legal / regulatory agency, which renders either Party unable to fulfil its obligations under this Agreement either permanently or temporarily.
- ix. “Governmental Authority” shall mean any government authority, statutory authority, regulatory bodies, government department, agency, commission, board, tribunal or court or other law, rule or regulation making entity having or purporting to have

jurisdiction on behalf of the Republic of India or any state or other subdivision thereof or any municipality, district or other subdivision thereof.

- x. “J&K Bank” shall mean Jammu and Kashmir Bank Limited, a Scheduled Commercial Bank, incorporated in 1938.
- xi. “Service(s)” means all services, Scope of Work and deliverables to be provided by the RTA as described in detail herein and the RFP Document.

B. Interpretation:

For the purpose of interpreting and construing the correct interpretation of the words/terms used in this Agreement: -

- i. Reference to a person includes any individual, firm, body corporate, association (whether incorporated or not) and authority, regulator or agency (whether government, semi government or local).
- ii. The singular includes the plural and vice versa.
- iii. Reference to any gender includes each other gender.
- iv. The provisions of the contents table, headings, clause numbers, italics, bold print and underlining is for ease of reference only and shall not affect the interpretation of this Agreement.
- v. The schedules, annexures and appendices to this Agreement shall form part of this Agreement.
- vi. A reference to any document or agreement (and, where applicable, any of their respective provisions) means those documents or agreements as amended, supplemented or replaced from time to time provided they are amended, supplemented or replaced in the manner envisaged in the relevant documents or agreements.
- vii. A reference to any statute, regulation, rule or other legislative provision includes any amendment to the statutory modification or re-enactment or, legislative provisions substituted for, and any statutory instrument issued under that statute, regulation, rule or other legislative provision.
- viii. Any agreement, notice, consent, approval, disclosure or communication under or pursuant to this Agreement must be in writing.
- ix. The terms not defined in this Agreement shall be given the same meaning as given to them in the RFP Document. If no such meaning is given, technical words shall be understood in technical sense in accordance with the generally accepted industrial practices.
- x. Unless otherwise defined to the word ‘days’ shall mean calendar days.

2) Commencement and Period of Contract

- A. This Agreement shall be in force for a period of three years from the Effective Date, unless terminated by J&K Bank by a notice in writing in accordance with clause 19 of this Agreement. However, this agreement will take effect from the date when the database and electronic connectivity is shifted to _____ RTA (if new RTA selected) from KFin Technologies Limited, the existing service provider.
- B. The Bank, on expiry of the contract, reserves the right to extend the agreement with mutual consent of both the parties to the agreement, on the existing terms and conditions or on revised terms and conditions, as mutually decided by both the parties, on year to year basis. However, in absence of mutual understanding after expiry of original or renewed term of agreement, the SLA shall be deemed to be renewed automatically on month-to-month basis on same terms and conditions till renewal of the agreement or handing over the assignment to other service provider.

3) Scope of Work

The Core requirements/ Scope of work are detailed out in the Schedule - I to this Agreement. Same may be read in conjunction with the obligations of the RTA as prescribed in the Securities and Exchange Board of India (Registrars to an Issue and Share Transfer Agents) Regulations, 1993.

4) Fees, Taxes, Duties and Payments

A. Fees, Taxes and Duties

- I. J&K Bank agrees to pay the fees as set out in Schedule - II ("Fees") to the RTA for the Services being rendered by it, in the manner as advised by the Bank.
- II. The Fees/Charges shall remain fixed during the currency of this agreement, i.e., from the date of execution of RTA agreement.
- III. The Fees/charges paid to RTA shall be subject to deduction of Income Tax thereon wherever required under the provisions of the Income Tax Act, 1961 by the Bank.
- IV. The remittance of amounts so deducted and issuance of certificate for such deductions shall be made by the Bank as per the Applicable Laws.
- V. Nothing in the Agreement shall relieve the RTA from his responsibility to pay any tax that may be levied in India on income and profits made by the RTA in respect of this Agreement.
- VI. Under no circumstances any extra cost/expense and additional taxes, duties, levies etc. shall be payable to the bidder by J&K Bank unless such a tax, duty or levy has been newly introduced and notified by the Govt. after Bid submission date.
- VII. All expenses, stamp duty and other charges/ expenses in connection with execution of this Agreement shall be borne by RTA.

B. Payments

- I. The Board Secretariat, Corporate Headquarters of J&K Bank shall make payments to RTA in accordance with the Payment Schedule covered in the RFP Document and more particularly mentioned in Schedule - II and III herein below.
- II. All per Folio charges will be assumed after PAN grouping and the number of folio(s) for the billing purpose shall be on the basis of the number of folio(s) (after PAN grouping) existing as per the last BenPos for the month. The Bank shall not pay any annual charges in whatsoever nature (other than folio maintenance charges).
- III. Fees/Charges mentioned in Schedule - II of this agreement shall remain fixed during the performance of the contract and not subject to variation on any account.
- IV. The payment of the bills and invoices would be payable, only after the satisfaction of the Bank. All payments shall be made in Indian Rupees.
- V. The Bank shall only pay properly submitted valid invoices along with supporting documents.
- VI. All the input materials that are to be supplied by the Bank/ agreed to be supplied by the Bank will be delivered by the Bank at its cost at the office of RTA to the address as stated in clause 23(C) and all finished tabulations, statements, unused stationery bearing the name and the letterhead of the Bank and all original documents supplied by the Bank to the RTA are to be delivered by the RTA at the Bank's cost to such address as may be specified.

5) Performance Bank Guarantee

- A. The RTA shall furnish performance security in the form of Performance Bank Guarantee to the Bank from a scheduled commercial bank at the rate of 10% of the Commercial Bid Value for performance guarantee valid for the tenure of this Agreement period plus a claim period of 6 months, indemnifying any loss to the bank, on or before the Effective Date. If the Contract period is extended by the Bank, the RTA shall be responsible to extend the validity period and claim period of the Performance Bank Guarantee.
- B. The Performance Bank Guarantee shall protect the interest of the Bank against the risk of non-performance by RTA in respect of failing to perform / fulfil its commitments / obligations in respect of providing Services as mentioned in Schedule - I to this Agreement or breach of any terms and conditions of the Agreement, which may warrant invoking of the Performance Bank Guarantee.
- C. If at any time during performance of this Agreement, the RTA encounters unexpected conditions impeding timely completion of the Services under the Agreement and performance of the Services, the RTA shall promptly notify the Bank in writing of the fact of the delay, it's likely duration and its cause(s). As soon as practicable, after receipt of RTA notice, J&K Bank shall evaluate the situation and may at its discretion extend the RTA time for performance under the Agreement, in which case the extension shall be ratified by the Parties by amendment of the Agreement.
- D. Performance of the obligations and Services under the Agreement shall be made by RTA in accordance with the time schedule specified in Schedule - III of this Agreement.

6) Representations and Warranties

- A. Each of the Parties represents and warrants in relation to itself to the other Party that:

- I. It has all requisite corporate power and authority to execute, deliver and perform its obligations under this Agreement and has been fully authorized through applicable corporate process to do so.
- II. The person(s) signing this Agreement on behalf of the Parties have the necessary authority and approval for execution of this Agreement and to bind his/their respective organization for due performance as set out in this Agreement. It has all necessary statutory and regulatory permissions, approvals and permits for the running and operation of its business.
- III. It has full right, title and interest in and to all software, copyrights, trade names, trademarks, service marks, logos symbols and other proprietary marks (including appropriate limited right of use of those owned by any of its vendors, affiliates or subcontractors) which it provides to the other Party, for use related to the Services to be provided under this Agreement.
- IV. It will provide such cooperation as the other Party reasonably requests in order to give full effect to the provisions of this Agreement.
- V. The execution and performance of this Agreement by either of the Parties does not and shall not violate any provision of any of the existing agreement of a Party with any third parties.

B. Additional Representations and Warranties by the RTA:

- I. _____ is a _____ Company/LLP/Firm/ ~~whichever is not applicable~~, private/public limited company/LLP/Firm ~~whichever is not applicable~~ duly incorporated and validly existing under the laws of India and is in good standing under the laws of its business and it has full authority to enter into this agreement and to execute, deliver and perform all of its obligations hereunder according to the terms hereof.
- II. It has to perform and fulfill such functions, duties and obligations and to provide such services as provided by the relevant statutes and as are mentioned herein.
- III. It has obtained a Permanent Certificate of Registration from SEBI as Category - I, Registrar and Share Transfer Agent.
- IV. It has obtained and/or complied with all applicable permits including all statutory and regulatory approvals/licenses required to provide and to perform the RTA work.
- V. It has a requisite server capacity in place to handle the folio size of atleast 5,00,000 or more of the Bank.
- VI. It has the requisite experience and expertise, resources, infrastructure, qualified manpower and other requisite resources to provide the RTA work and hereby represents and warrants that all RTA work provided hereunder shall at all times strictly conform to the requirements of this agreement as set out herein and it shall at all times adhere to good industry practices.
- VII. The execution, delivery or performance of the RTA work shall not contravene the Memorandum and Articles of Association or similar organizational constitutional documents of the RTA and any applicable law binding upon or applicable to them or any of their properties/assets/revenues.
- VIII. There are no strikes, lockouts or other labour disputes or any other claim, litigation, suits against the RTA, or to the best of the RTA knowledge, threatened and / or pending against or affecting the RTA, and no material unfair labour practice complaint is pending or, to

the best knowledge of the RTA threatened and / or pending against the RTA, before any Governmental authority.

- IX. It has not violated any of the conditions subject to which Registration has been granted and that no disciplinary or other proceedings have been commenced by SEBI and that it is not debarred / suspended from carrying on its activities.
- X. There are no criminal proceedings instituted against the RTA. The RTA shall verify the antecedents of the personnel it desires to engage for the provision of RTA work hereunder and shall ensure that it does not engage or continue to engage any person with criminal record / conviction or otherwise undesirable persons and shall bar such person(s) from participating directly or indirectly in the provision of RTA work under this agreement.
- XI. It shall perform its duties with highest standards of integrity and fairness and shall act in an ethical manner in all its dealings with clients, investors, etc. and that it will not take up any activities which is likely to be in conflict with its own interest, interest of the Bank and Investors and/ or contrary to the directions issued by SEBI.
- XII. It has filed, has caused to be filed / the names of the RTA has been included in all tax returns (national, state, provincial, local and foreign, if any) required to be filed and has paid all taxes shown thereon to be due and payable, together with applicable interest and penalties and there are no outstanding liabilities in that regard under Indian law
- XIII. It is solvent.
- XIV. It shall carry out its duties / responsibilities and complete all the formalities within the specified time limits as per the relevant Statutes, SEBI Guidelines and Stock Exchange regulations.
- XV. It shall represent and warrant that their team shall be present at J&K Bank premises or any other place as J&K Bank may direct for services and shall follow all the instructions provided by J&K Bank, act diligently, professionally, maintain the decorum and environment of the Bank and shall comply with all occupational, health or safety policies of J&K Bank.
- XVI. It has undertaken to abide by the Code of Conduct as specified in Schedule III of SEBI (Registrar to an issue and Share Transfer Agent) Regulations, 1993.
- XVII. It has further undertaken to abide by the Fit and Proper criteria as specified in Schedule II of SEBI (Intermediaries) Regulations, 2008.

7) Responsibilities of the Parties

A. Each of the Parties responsibilities in relation to itself to the other Party that:

- I. The J&K Bank and RTA agree to execute tripartite agreements with National Securities Depository Limited (NSDL) and Central Depository Services (India) Limited (CDSL) respectively, in respect of the Bank's Equity Shares/ Bonds/ CDs, which are held in the physical/ dematerialized form as "Eligible Securities" in the depository system of NSDL and CDSL and agree to abide by the terms and conditions contained in the proposed tripartite agreements.
- II. The Bank and RTA agree to their functions, duties and obligations in respect of each activity relevant to the Share Transfer, as specified in the Scope of Work (Schedule I) hereto.

- III. The Bank and RTA shall observe, perform and comply with all the terms and conditions contained in this Agreement.
- IV. The RTA and the Bank agree that in case of non-compliance of any of the covenants contained in these presents a report shall be made to the SEBI within 7 days.

B. Responsibilities of the Bank:

- I. J&K Bank will inform the shareholders/investors about the appointment/re-appointment/change in the Registrar and Share Transfer Agent, before handing over the assignment/change in appointment of Share Transfer Agent by way of electronic media/advertisement in a national newspaper.
- II. The Bank hereby confirms that it has satisfied itself about the capability, including the infrastructure, especially the computer hardware and requisite software, i.e. Share Accounting packages of RTA, designated website to handle the assignment.
- III. The Bank hereby declares that it has complied with and/or agrees to comply with all statutory formalities under the rules and regulations under the Companies Act, 2013 (to the extent applicable), SEBI Listing Regulations, 2015, and other relevant statutes pertaining to Share Transfer and Bond related activities.
- IV. The Bank agrees that formats of all reports, statements, share certificates and other documents shall be in conformity with the standard designs approved by the Stock Exchanges/SEBI.
- V. The Bank will not make a request or give instructions to RTA of a nature, which would cause a violation of SEBI, Terms of Prospectus, Listing conditions or any other laws in force governing the Issue /Transfer of these Shares / Securities and prejudice the rights and the role of RTA therein.

C. Responsibilities of the RTA:

- I. RTA hereby undertakes to perform and fulfill such functions, duties and obligations and to provide such services as provided by the relevant statutes and as are mentioned herein.
- II. RTA hereby undertakes to collect every details/ records from the existing RTA including of the complaints / claims / suit filed accounts, if any and also ensure to defend all cases to protect J&K Bank's interest. Any liability arising out of any court order / order of tribunal / consumer forum against J&K Bank for the defective services/ any failure in not collecting the records leading to any fiduciary liability either for J&K Bank or for them shall be borne by RTA only and RTA shall not make any claims against the Bank for any liability arising out of such failure or it should not be construed as non-payment of fees by the Bank.
- III. RTA shall duly process all the requests for dematerialization received in Demat Request Form (DRF) signed by the shareholders and forwarded by Depository Participants) in accordance / compliance with the Statutory / Regulatory provisions and tripartite agreements with the two depositories.
- IV. RTA should adhere to "Service Standards for Investor Services" as specified in Schedule IV attached herewith.
- V. RTA's responsibility under this agreement will be restricted to the duties of RTA as agreed to herein and as specified in SEBI Regulations and RTA will not be in any way

construed to be agents of the Bank in any other business or in any other manner whatsoever.

- VI. RTA acknowledges that subject to the provisions of this agreement, it shall have no right to enter into any agreement or arrangement for and / or on behalf of J&K Bank or to represent any person, firm or corporation that it has such right or authority, without the prior written consent of the bank. The RTA shall be solely liable to all persons for all acts of omissions or commissions, deeds and things done by it and / or its personnel in the course of performance of obligations specified under this agreement.
- VII. RTA shall not sub-contract any of its responsibilities contained in this agreement to any subagent or sub-contractor.
- VIII. RTA hereby undertakes that the Registrar & Share Transfer work shall be provided in compliance with all applicable laws including labour enactment, rules, authorizations issued by the Central, State and local authorities in India including SEBI, IRDAI, RBI and the provision of the registrar & share transfer work shall not result in the infringement of any third party intellectual property rights and taken all required permission for performing Registrar & Share Transfer work under this agreement.
- IX. For the purpose of this agreement the expression “personnel” wherever appearing in this Agreement in relation to the RTA shall include its officials, directors, employees, nominees, representatives, designees, for all purposes and intents.
- X. The RTA shall withdraw or shall not permit any of the RTA’s personnel from providing the RTA work if, in the sole opinion: (a) the quality of RTA work provided by the RTA is not in accordance with the quality specifications stipulated by the Bank; (b) it is not in the interest of the Bank that such personnel of the RTA continue to be involved in the provision of RTA work. (c) The RTA shall subject to the terms of this Agreement, be responsible for completing the RTA work in a prompt and efficient manner without giving hindrance to the Bank.
- XI. The RTA shall be responsible for compliance of all laws, rules, regulations, orders, notifications and directions applicable in the relevant state / jurisdiction of its operation in respect of its personnel and shall establish and maintain all proper records and registers required by any law, code, practice or corporate policy applicable to it from time to time, including records and returns as applicable under labour legislations also.
- XII. The RTA agrees that no change whatsoever in the constitution of the RTA during the continuance / validity of this Agreement shall impair or discharge the obligations of the RTA under this Agreement. The RTA shall forthwith upon any change in the constitution of the RTA, inform the Bank of the change and provide such details in respect of the change and its effect, as may be required by the Bank.
- XIII. RTA undertakes to issue certificates on monthly basis in writing to the Bank that they have duly and properly carried out any work or duties entrusted to them.
- XIV. Any notice, communication or documents may be given by personal delivery, registered post or by e-mail or fax. The service of the notice, communication of the letter and / or the delivery of the document shall be deemed to have been completed: (a) on delivery to the party to whom it has been addressed, if sent through personal / hand delivery; (b) on receipt of the registration bulk or registration receipt from the postal authorities towards the dispatch of such notice/letter or document through registered post; and (c) if given by fax or e-mail upon transmission thereof, provided that a hard copy of such notice etc. sent by e-mail or fax shall further be confirmed by sending a duly signed hard copy by the sender in writing to the addressee.

- XV. Any communication received by RTA from CBI / Income Tax Authorities or any statutory body which requires investigation regarding holdings, etc., will be advised to the Bank and all relevant information will be given by RTA to the Bank, who in turn will reply to the said authorities.
- XVI. RTA shall redress complaints of the investors within 07 days of receipt of the complaint during the currency of the agreement. However, this shall not exempt RTA from redressing the complaint of the Investors within the period it is required to maintain the records under the SEBI (Registrars to an Issue and Share Transfer Agent) Regulations, 1993 and the Bank shall do all such things and extend necessary cooperation to RTA to comply with this Regulation.
- XVII. RTA shall, if so, requested by J&K Bank, undertake to issue to the shareholders of the Bank, Circulars for Right Issue, Rights Offer, Bonus Share Issue, if any, of the J&K Bank, carry out any other work and assist in handling General Meetings.
- XVIII. RTA shall ensure an adequate contingency plan and shall maintain a suitable data back-up for the activities carried out by them, to the satisfaction of J&K Bank, to ensure the continuity of operations as Share Transfer Agent of J&K Bank.
- XIX. RTA shall maintain following documents and records pertaining to the register of shareholders and transfer activities:
 - a) Check-list, inward register, transfer register, buyer/sellers register with net effect as on date of approval of transfer proposals, transfer deeds, specimen signature cards/signature captured on signature scanner, dispatch register / postal journal, objection memos, mandates, Power of Attorney / Board Resolution, RBI / SEBI approval in case of non-residents (FIIs / OCBs / NRIs), where necessary, Jumbo Transfer Deeds in case of bulk transfers, Register of Members, Annual Returns/Return of Allotment, Dividend Register.
 - b) Correspondence with the Bank, investors, SEBI, Stock Exchanges and other authorities and other relevant documents pertaining to transfer activities within the prescribed time.
 - c) Wherever maintenance of hard copies of any of the above documents is cumbersome or space consuming, the data may be stored by RTA in their computer system and / or in magnetic/ optical / magneto optical media by way of diskettes, floppies, cartridges or otherwise with prior permission from the Bank; this is so particularly in respect of data pertaining to shareholders and related transfer activities. RTA shall furnish hard copies of any of the above data or floppies / diskettes / cartridges containing the above data whenever asked for by the Bank and also to Government of India, SEBI, RBI as and when required.
 - d) Records shall be maintained for a minimum period of 8 years or for the period as may be advised by the Bank and the same should be made available for inspection as and when advised by the Bank or any other authority including SEBI.
 - e) RTA shall preserve all documents / registers / papers, in respect of which claims are made, disputes are raised or complaints / plaints are filed or which are involved in litigation, till such time the claim, complaint or plaint or the dispute or the litigation is finally disposed-off or settled.
 - f) Records pertaining to Investor Complaints, Board Resolution passed by the Bank authorizing RTA to endorse the Certificates.
 - g) Magnetic media containing all the data pertaining to Shareholders and related transfer activities.

- h) RTA agrees to comply with the provisions of Information Technology Act, 2000 in so far as the provisions relate to their acting as Registrars & Share Transfer Agent of the Bank.
- XX. RTA shall, at a place (mutually decided by parties), store all the papers, documents and other records of the Bank, and upon receipt of a reasonable notice of 2 days from the Bank, allow the authorised officers of the Bank, at all reasonable times, to have access to such papers, documents and records for any purpose including inspecting the same.
- XXI. For the purpose of effectively carrying out the objects and purposes of this Agreement, RTA shall permit duly authorised officers of the Bank/ Agencies or Firms specially authorised by the Bank to have access, upon reasonable written notice of 2 days at all reasonable times, to all relevant papers, documents, records and writings in the custody, possession or control of RTA. RTA shall not divulge to other clients, press or any other party any confidential information about the Bank, which may have come to their knowledge.
- XXII. At any time during the continuance of this Agreement, Bank may direct to RTA to remove, such of the papers, documents and other records of the Bank, which the parties hereto mutually consider are not required to be continuously kept with RTA and the RTA shall within a reasonable time after receipt of such request, remove such papers, documents and records. RTA shall maintain proper records of the stationery, security forms etc. entrusted to them by the Bank, as well as expenditure incurred by them on behalf of the Bank and make these records available for verification as and when required by the Bank. The Bank reserves the right to remove any or all records pertaining to the Bank at any stage.

8) Intellectual Property Rights:

- A. The Parties agree that all data or information supplied by J&K Bank to the RTA and/or their Team in connection with the provision of Services by it shall remain the property of J&K Bank or its licensors.
- B. The RTA should have right to use as well as right to license for the outsourced services for performing Services for J&K Bank. J&K Bank shall not be liable for any license or Intellectual Property Rights violation on the part of RTA.
- C. Subject to clause 8(D) of this Agreement, the RTA shall, at its own expenses without any limitation, indemnify and keep fully and effectively indemnified J&K Bank against all costs, claims, damages, demands, expenses and liabilities of whatsoever nature arising out of or in connection with all claims of infringement of Intellectual Property Rights, including patent, trademark, copyright, trade secret or industrial design rights of any third party arising from the Services or any part thereof in India or abroad under this Agreement.
- D. J&K Bank shall: -
- a) Give notice to the RTA of any such claim without delay and provide reasonable assistance to RTA in disposing of the claim;
 - b) Be the sole authority to defend and settle such claim; and
 - c) Shall at no time admit to any liability for or express any intent to settle the claim provided that: -
 - i. The RTA shall not partially settle any such claim without the written consent of J&K Bank, unless such settlement releases J&K Bank fully from such claim;

- ii. The RTA shall promptly provide J&K Bank with copies of all pleadings or similar documents relating to any such claim and the RTA shall consult with the Bank with respect to the defence and settlement of any such claim;
- iii. In any litigation to which J&K Bank is also a party, the Bank shall be entitled to be separately represented by counsel of its own selection, at the cost of the RTA.

9) Confidentiality:

- A. For the purpose of this Agreement, Confidential Information shall mean:
 - I. Information of all kinds, whether oral, written or otherwise recorded or in electronic form including, without limitation, any analyses, compilations, forecasts, data, studies or other documents, regarding the past, current or future affairs, business, plans or operations of a Party to which the other Party will have access;
 - II. The existence of the contemplated terms and the fact that discussions or negotiations are taking place or have taken place between the Parties concerning the contemplated terms;
 - III. Any and all information regarding the contemplated terms and any agreements that may be entered into in relation thereto; and
 - IV. Any customer, policyholder details or other data received by a Party from the other Party or its customer(s) or otherwise shared between the Parties in connection with the Services.
- B. In consideration of each Party providing the other Party or its' representatives with the Confidential Information, the Parties agree as follows:
 - I. Each Party shall keep confidential and shall not, directly or indirectly, disclose, except as provided in sub-clauses below, in any manner whatsoever, in whole or in part, the Confidential Information without the other Party's prior written consent.
 - II. Each Party shall hold the Confidential Information in confidence and shall exercise all reasonable diligence in ensuring that the Confidential Information is not disclosed to third parties and will refrain from using the Confidential Information for any purpose whatsoever other than for the purposes of this Agreement or for the purpose for which such information is supplied.
- C. The obligation of non-disclosure of Confidential Information shall not apply to such portions of the Confidential Information which one of the Parties can demonstrate (i) are or become generally available to the public other than as a result of any breach of this Agreement, (ii) were in its possession on a non-confidential basis prior to the date hereof, (iii) have been rightfully received from a third party after the date hereof without restriction on disclosure and without breach of this Agreement, said third party being under no obligation of confidentiality to the other Party with respect to such Confidential Information, or is developed by the receiving party independently without any reference or use of disclosing party's Confidential Information.
- D. In the event that a Party becomes legally compelled pursuant to any statutory or regulatory provision, court or arbitral decision, governmental order, or stock exchange requirements to disclose any of the Confidential Information, the compelled Party, as far as possible will provide the other Party with prompt written notice to the extent not prohibited by law. In any case, the compelled Party will furnish only that portion of the Confidential Information which is legally required and will exercise all reasonable efforts

to obtain reliable assurance that confidential treatment will be accorded to the Confidential Information.

- E. In the event of termination or expiry of this Agreement, RTA shall either (i) handover all copies at its own expenses to new RTA being appointed by the Bank with prior written permission; or (ii) promptly destroy all copies of the written (including information in electronic form) Confidential Information in its possession or that of its representatives; or (iii) promptly deliver to the Bank at its own expense all copies of the written Confidential Information in its possession or that of its representatives, provided, however, RTA shall be permitted to retain one copy of the Confidential Information for the purposes of dispute resolution, compliance with regulatory agency or authority and internal compliance procedures, provided such copies being held and kept confidential.
- F. By furnishing the Confidential Information, no Party makes an express or implied representation or warranty as to the accuracy or completeness of the Confidential Information that it has disclosed and each Party expressly disclaims any liability that may be based on the Confidential Information, errors therein or omissions there from, save in the case of fraud or willful default.
- G. The receiving Party undertakes to promptly notify disclosing Party in writing any breach of obligation of the Agreement by its employees or representatives including confidentiality obligation. The receiving Party acknowledges that monetary damages may not be the only and/or a sufficient remedy for unauthorized disclosure of Confidential Information and that disclosing Party shall be entitled, without waiving any other rights or remedies, to injunctive or equitable relief as may be deemed proper by a Court of competent jurisdiction.
- H. The RTA shall not, without J&K Bank's prior written consent, disclose the Agreement, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Bank in connection therewith, to any person other than a person employed by RTA in the performance of this Agreement. Disclosure to any such employed person shall be made in confidence and shall extend only so far, as may be necessary to purposes of such performance.
- I. The RTA shall take and has mechanisms and means to ensure adequate precautions to protect the privacy and confidentiality of all data and Confidential Information pertaining to the Bank, in relation to this Bid document / contract or the RTA work and shall take appropriate precautions not to breach the privacy of the Bank, employees of the Bank or any third party during the course of performance of its obligations herein and shall also meet cyber security norms as specified by SEBI from time to time and the reporting requirements to SEBI in this regard.
- J. The RTA shall not divulge any Confidential Information or any other information relating to the security or safety of the data, information, property, assets and other surveillance equipment etc. which will threaten or likely to threaten the safety or security of the data, information, property, assets and employees.
- K. The RTA shall not, without J&K Bank's prior written consent, make use of any document or information received from the Bank except for purposes of performing the services and obligations under this Agreement.
- L. Any document received from J&K Bank shall remain the property of J&K Bank and subject to clause 9(E) herein, be returned (in all copies) to J&K Bank or new RTA or any other person/firm authorised by the Bank on expiry/termination of this Agreement.

- M. The foregoing obligations (collectively referred to as “Confidentiality Obligations”) set out in this Agreement shall survive the term of this Agreement and for a period of two years thereafter provided that the Confidentiality Obligations with respect to individually identifiable information or customer’s data of Parties shall survive in perpetuity.

10) Relationship between the Parties:

- A. It is specifically agreed that the RTA shall act as independent RTA and shall not be deemed to be an agent of J&K Bank.
- B. Neither the RTA nor its employees, agents, representatives, shall hold out or represent as agents of J&K Bank.
- C. None of the employees, representatives or agents of RTA shall be entitled to claim any absorption or any other claim or benefit against J&K Bank.
- D. This Agreement shall not be construed as joint venture. Each Party shall be responsible for all its obligations towards its respective employees. No employee of any of the two Parties shall claim to be an employee of other Party.
- E. All the obligations towards the employee(s) of a Party on account of personal accidents while working in the premises of the other Party shall remain with the respective employer and not on the Party in whose premises the accident occurred unless such accidents occurred due to gross negligent act of the Party in whose premises the accident occurred.

11) Liquidated Damages/Penalty:

- A. If the RTA fails to deliver and perform any or all the Services mentioned in Schedule - I to this Agreement within the time stipulated by the regulatory authorities or J&K Bank as specified in this Agreement, J&K Bank may, without prejudice to its other remedies under the Agreement, and unless otherwise extension of time is agreed upon without the application of liquidated damages, deduct from the charges paid to RTA (Total Contracted Value on yearly basis), as liquidated damages, a sum equivalent to 1% per week or part thereof of (if the delay period is more than 3 days, it will be treated as one full week) contract price subject to maximum deduction of 10% of the Total Contracted Value (TCV). Once the maximum deduction is reached, J&K Bank may consider termination of the Agreement.
- B. J&K Bank may withhold payment of any Services that it disputes in good faith and may set-off penalty amount or any other amount which RTA owes to J&K Bank against amount payable by J&K Bank to RTA under this Agreement.
- C. However, before levying penalty or recovery of any damages, J&K Bank shall provide a written notice to the RTA indicating the reasons for such penalty or recovery of damages. The RTA shall have the liberty to cure the default within 30 days of the default being informed to the RTA in writing and/or present its case in writing together with documentary evidences, if any to the satisfaction of the Bank.
- D. Penalty or damages, if any, recoverable from the RTA shall be recovered by J&K Bank through a credit note or revised invoices. In case the RTA fails to issue credit note/ revised invoice, J&K Bank shall have right to withhold the payment or set-off penal amount from current or future invoices.

12) Insurance Cover:

- A. The RTA hereby agrees to take suitable insurance cover at its own cost as stipulated below:
 - I. Fidelity Guarantee Policy covering employees directly/ indirectly employed in handling the Bank's work and shall also cover loss on account of breach of professional duty by the employees.
 - II. Special Contingency Policy covering but not limited to fire, lightning, explosion, riot, dacoit, war, strike, terrorism storm, floods, earthquake etc.; and theft, burglary, robbery, misappropriation, transit risks etc.
- B. The RTA also agrees to take a separate Insurance Policy of minimum Rs.50,00,000/- (Rupees Fifty Lakhs Only) covering exclusively the Bank's transactions undertaken/ carried out by the RTA and loss on account of fraud, forgery, fabrication, deceit, negligence, errors, omissions, mistakes, etc. The Insurance Policy should cover all activities/ works carried out/ undertaken by the RTA under this Agreement.

13) Compliance with Applicable Laws:

- A. The RTA agrees and declares that it shall be the sole responsibility of RTA to comply with the rules and regulations under SEBI Regulations, Companies Act, 2013 (to the extent applicable) and all other Applicable Laws, concerning or in relation to rendering of Services by RTA as envisaged under this Agreement.
- B. The RTA shall procure and maintain all necessary licenses, permissions, approvals from the relevant authorities under the Applicable Laws throughout the currency of this Agreement, required for performing the Services under this Agreement.
- C. The RTA shall be solely liable & responsible for compliance of applicable labour laws in respect of its employee, agents, representatives and in particular laws relating to terminal benefits such as pension, gratuity, provident fund, bonus or other benefits to which they may be entitled and the laws relating to contract labour, minimum wages, etc., and J&K Bank shall have no liability in these regards.
- D. The RTA shall cooperate fully with any legitimately provided/constituted body under the Applicable Laws conducting inquiry into processing and execution of this Agreement/any other matter related with discharge of contractual obligations by the RTA.
- E. The RTA confirms that it has full authority to enter into this Agreement and render the Services as envisaged under this Agreement and all corporate or other necessary approvals have been obtained for entering into this Agreement with J&K Bank. Further, the persons executing this Agreement on behalf of RTA have full authority and power to execute this Agreement and bind the RTA.

14) Governing Law and Dispute Resolution:

- A. This Agreement shall be governed by, and be construed in accordance with the laws of Republic of India. All disputes or differences whatsoever arising between the Parties out of or in connection with the Contract or in discharge of any obligation arising out of this Contract (whether during the progress of work or after completion of such work and whether before or after the termination of the contract, abandonment or breach of the contract), shall be settled amicably. However, if the Parties are not able to solve them amicably within 30 (thirty) days after dispute occurs, as evidenced through the first

written communication from any Party notifying the other regarding the nature of dispute, the same shall be referred to and be subject to arbitration in the manner hereinafter appearing.

- B. If the parties are not able to solve them amicably within 30 (thirty) days after dispute occurs as evidenced through the first written communication from any party notifying the other regarding the disputes, either party (J&K Bank or the Recipient) shall give written notice to other party clearly setting out there in, specific dispute(s) and/or difference(s), and shall be referred to a sole arbitrator mutually agreed upon, and the award made in pursuance thereof shall be binding on the parties.
- C. In the absence of consensus about the single arbitrator, the dispute may be referred to an arbitration panel; one to be nominated by each party and the said arbitrators shall nominate a presiding arbitrator, before commencing the arbitration proceedings and the award made in pursuance thereof shall be binding on the Parties. The arbitration shall be settled in accordance with the applicable Indian Laws and the arbitration shall be conducted in accordance with the Arbitration and Conciliation Act, 1996.
- D. The parties shall bear the cost of the Arbitrator appointed by each of them and the cost of third Arbitrator shall be equally borne by the parties.
- E. The seat of arbitration proceedings shall be held wholly at Srinagar, State of J&K, India, and the language of the arbitration proceedings and that of all documents and communications between the Parties shall be in English.
- F. This Agreement shall be governed by laws in force in India. Subject to the arbitration clause above, all disputes arising out of or in relation to this Agreement, shall be subject to the exclusive jurisdiction of the courts at Srinagar only.
- G. In case of any change in Applicable Laws that has an effect on the terms of this Agreement, the Parties agree that the Agreement may be reviewed, and if deemed necessary by the Parties, make necessary amendments to the Agreement by mutual agreement in good faith, in case of disagreement obligations mentioned in this clause shall be observed.
- H. The RTA shall continue work under the Agreement during the arbitration proceedings, unless otherwise directed by J&K Bank or unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator is obtained.

15) General Indemnity:

- A. The RTA agrees and hereby keeps J&K Bank indemnified against all claims, actions, loss, damages, costs, expenses, charges, including legal expenses (Attorney, Advocates fees included) which J&K Bank may suffer or incur on account of:
 - I. The RTA's breach of its warranties, covenants, responsibilities or obligations; or
 - II. The RTA's breach of confidentiality obligations mentioned in this Agreement; or
 - III. Any willful misconduct and gross negligent acts on the part of employees, agents, representatives of the RTA. The RTA agrees to make good the loss suffered by J&K Bank.
- B. The RTA shall be responsible for accuracy of the documents drafted and/or vetted and data collected by it directly or procured from other agencies/authorities and all other details prepared by it as part of its Services. Subject to the provisions of Clause, it shall indemnify J&K Bank against any inaccuracy in its work which might surface during implementation of the activity, if such inaccuracy is the result of any negligence or in

adequate due diligence on part of RTA or arises out of its failure to conform to good industry practice. The RTA shall also be responsible for promptly correcting, at its own cost and risk, the documents including such inaccuracy.

16) Conflict of Interest:

- A. The RTA shall not receive any fees in connection with the work done in respect of the services except as provided in this Agreement.
- B. The RTA shall provide professional, objective and impartial advice and at all times hold J&K Bank's interest paramount, strictly avoiding conflicts with other assignment(s)/job(s) or their own corporate interests, and act without any expectation/ consideration for award of any future assignment(s) from J&K Bank.
- C. The RTA shall avoid any conflict of interest while discharging contractual obligations and bring, before-hand, any possible instance of conflict of interest to the knowledge of J&K Bank, while rendering Services under the Agreement.
- D. Without limitation to the generality of the foregoing, the RTA and any of their Affiliates/Group Companies, shall be considered to have a conflict of interest (and shall not be engaged under any of the circumstances) as set forth below:
 - (a) Conflicting assignment / job: The RTA (including its personnel) or any of its Affiliates/Group Companies shall not be hired for any assignment / job that, by its nature, may be in conflict with another assignment / job of RTA to be executed for the same and /or for another organization.
 - (b) Conflicting relationships: The RTA or any of its Affiliates/Group Companies (including its personnel) having a business or family relationship with a member of J&K Bank's staff who is directly or indirectly involved in any part of (i) the preparation of the Terms of Reference of the Scope of Work under this Agreement, (ii) the selection process of the RTA for implementation of such Scope of Work under this Agreement; or (iii) supervision of the Agreement, may not be awarded this Agreement, unless the conflict stemming from such a relationship has been resolved in a manner acceptable to J&K Bank throughout the selection process and the execution of this Agreement.
- E. The RTA has an obligation to disclose any situation of actual or potential conflict that impacts its capacity to serve the best interests of J&K Bank, or that may reasonably be perceived as having this effect. If the RTA fails to disclose such conflict of interest and if J&K Bank comes to know of such a situation at any time, then J&K Bank reserves the right to terminate this Agreement.

17) Limitation of Liability

- A. The maximum aggregate liability of J&K Bank, subject to clause 17(C) herein below, in respect of any claims, losses, costs or damages arising out of or in connection with this Agreement shall be capped to not exceeding six (6) months of agreed fees received by the RTA under this agreement.
- B. Under no circumstances shall either Party be liable for any indirect, consequential or incidental losses, damages or claims including loss of profit, loss of business or revenue.
- C. The limitations set forth in Clause 17(A) shall not apply in respect to:

- I. Claims that are the subject of indemnification pursuant to Clause (infringement of third-party Intellectual Property Right);
- II. Damage(s) occasioned by the Gross Negligence or Willful Misconduct of the RTA;
- III. Damage(s) occasioned by the RTA for breach of confidentiality obligations;
- IV. Regulatory or statutory fines imposed by the government or regulatory agency for noncompliance of statutory or regulatory guidelines applicable to J&K Bank, provided such guidelines were brought to the notice of J&K bank.

For the purpose of clause 17(C), “Gross Negligence” means any act or failure to act by any Party which was in reckless disregard of or gross indifference to the obligation of the Party under this Agreement and which causes injury, damage to life, personal safety, real property, harmful consequences to the other Party, which such Party knew, or would have known if it was acting as a reasonable person, would result from such actor failure to act for which such Party is legally liable. Notwithstanding the forgoing, Gross Negligence shall not include any action taken in good faith.

“Willful Misconduct” means any act or failure to act with an intentional disregard of any provision of this Agreement, which any Party knew or should have known if it was acting as a reasonable person, which would result in injury, damage to life, personal safety, real property, harmful consequences to the other Party, but shall not include any error of judgment or mistake made in good faith.

18) Sharing of Data/Information:

The RTA agrees that whenever required by J&K Bank during the currency of this agreement, it will furnish all relevant information, records/data to the auditors and/or inspecting officials J&K Bank and/or any regulatory authority (ies). J&K Bank reserves the right to call for and/or retain any relevant information / reports with their findings undertaken by the RTA.

19) Termination:

- A. J&K Bank may, without prejudice to any other remedy for breach of Agreement, by written notice of not less than 30 (thirty) days, terminate the Agreement in whole or in part:
 - I. If RTA fails to deliver any or all the obligations within the time period specified stipulated in applicable laws or by the regulatory authorities or in the Agreement, or any extension thereof granted by J&K Bank;
 - II. If RTA fails to perform any other obligation(s) under the Agreement;
 - III. Violations of any terms and conditions stipulated in the RFP Document;
 - IV. On happening of any termination event mentioned herein in this Agreement.
 - V. Prior to providing a written notice of termination to RTA under clause 19(B), J&K Bank shall provide the RTA with a written notice of 30 (thirty) days to cure such breach of the Agreement. If the breach continues or remains unrectified after expiry of cure period, J&K Bank shall have right to initiate action in accordance with above clause.
- B. J&K Bank may, by written notice of not less than 90 (ninety) days, terminate this Agreement, in whole or in part, for its convenience. In the event of termination of the

Agreement for J&K Bank's convenience, the RTA shall be entitled to receive payment for the Services rendered (delivered) up to the effective date of termination.

- C. In the event J&K Bank terminates the Agreement in whole or in part for the breaches attributable to the RTA, it may procure, upon such terms and in such manner as it deems appropriate, Services similar to those undelivered, the RTA shall be liable to J&K Bank for any increase in cost for such similar Services. However, the RTA shall continue performance of the Agreement to the extent not terminated.
- D. J&K Bank shall have a right to terminate the Agreement immediately by giving a notice in writing to RTA in the following eventualities:
 - I. If any receiver/liquidator is appointed in connection with the business of RTA or the RTA transfers substantial assets in favour of its creditors or any orders / directions are issued by any authority / regulator which has the effect of suspension of the business of RTA.
 - II. If the RTA applies to the Court or passes a resolution for voluntary winding up of or any other creditor / person files a petition for winding up or dissolution of the service.
 - III. If any acts of commission or omission on the part of the RTA or its agents, employees or representatives, in the reasonable opinion of J&K Bank tantamount to fraud or prejudicial to the interest of J&K Bank or its employee(s).
 - IV. Any document, information, data or statement submitted by RTA in response to RFP, based on which the RTA was considered eligible or successful, is found to be false, incorrect or misleading.
- E. In the event of termination of this Agreement for material breach, J&K Bank shall have the right to report such incident in accordance with the mandatory reporting obligations under the Applicable Law or regulations.
- F. Upon termination or expiration of this Agreement, all rights and obligations of the Parties hereunder shall cease, except such rights and obligations as may have accrued on the date of termination or expiration; the obligation of confidentiality and indemnity; obligation of payment; Governing Law clause; Dispute resolution clause and any right which a Party may have under the Applicable Law.
- G. If the Agreement is terminated under any termination clause, the RTA shall handover all documents/ executable/ J&K Bank's data or any other relevant information to J&K Bank or to the new RTA or any other person/firm authorised by the Bank in timely manner and in proper format as per scope of the RFP Document and applicable laws and shall also support the orderly transition to new RTA or to J&K Bank.
- H. During the transition, the RTA shall also support J&K Bank and new RTA on technical queries/support.
- I. J&K Bank's right to terminate this Agreement will be in addition to the penalties / liquidated damages and other actions as specified in this RFP Document.
- J. In the event of failure of the RTA to render the Services or in the event of termination of Agreement or expiry of term or otherwise, without prejudice to any other right, J&K Bank at its sole discretion may make alternate arrangement for getting the Services contracted with another RTA. In such case, J&K Bank shall give prior notice to the RTA. The RTA shall continue to provide Services as per the terms of the Agreement until a new RTA completely takes over as per Scope of Work under this Agreement. During the transition phase, the RTA shall render all reasonable assistance to the new RTA within such period prescribed by J&K Bank, at no extra cost to J&K Bank, for ensuring smooth switchover and

continuity of Services, provided where transition Services are required by J&K Bank or the new RTA beyond the terms of this Agreement, reasons for which are not attributable to RTA, payment shall be made to RTA for such additional period on the same rates and payment terms as specified in this Agreement.

20) Force Majeure

- A. Notwithstanding anything else contained in the Agreement, neither Party shall be liable for any delay in performing its obligations herein if and to the extent that such delay is the result of an event of Force Majeure.
- B. For the purposes of this clause, 'Force Majeure' means and includes wars, insurrections, revolution, civil disturbance, riots, terrorist acts, public strikes, hartal, bundh, fires, floods, epidemic, pandemic, quarantine restrictions, freight embargoes, declared general strikes in relevant industries, Vis Major, acts of Government in their sovereign capacity, impeding reasonable performance of the RTA but does not include any foreseeable events, commercial considerations or those involving fault or negligence on the part of the party claiming Force Majeure.
- C. If a Force Majeure situation arises, the RTA shall promptly notify J&K Bank in writing of such conditions, the cause thereof and the likely duration of the delay. Unless otherwise directed by J&K Bank in writing, the RTA shall continue to perform its obligations under the Agreement as far as reasonably practical and shall seek all reasonable alternative means for performance to be prevented by the Force Majeure event.
- D. If the event Force Majeure continues for a period more than 30 (thirty) days, either Party shall have the right to terminate this Agreement by giving a notice to other Party. Neither Party shall have any penal liability to the other in respect of the termination of this Agreement as a result of an event of Force Majeure. However, the RTA shall be entitled to receive payments for only those Services actually rendered up to the date of the termination of this Agreement.

21. Severability

If any part or any provision of this Agreement is or becomes illegal, invalid or unenforceable, that part or provision shall be ineffective to the extent of such invalidity or unenforceability only, without in any way affecting the validity or enforceability of the remaining parts of said provision or the remaining provisions of this Agreement.

21.2 The Parties hereby agree to attempt to substitute any invalid or unenforceable provision with a

valid or enforceable provision, which achieves to the greatest extent possible the economic, legal and commercial objectives of the invalid or unenforceable provision.

22) Entire Agreement:

- A. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior written agreements, undertakings, understandings and negotiations, both written and oral, between the Parties with respect to the subject matter of the Agreement, except which are expressly annexed or attached to this Agreement and saved by this Agreement.
- B. No representation, inducement, promise, understanding, condition or warranty not set forth herein has been made or relied upon by any Party hereto.

- C. The following documents along with all addenda issued thereto shall be deemed to form and be read and construed as integral part of this Agreement and in case of any contradiction between or among them the priority in which a document would prevail over another would be as laid down below beginning from the highest priority to the lowest priority:
- I. This Agreement;
 - II. Offer of Contract;
 - III. Acceptance Letter; and
 - IV. The RFP Document.

23) Notice:

- A. Any notice or any other communication required to be given under this Agreement shall be in writing and may be given by delivering the same by hand or sending the same by prepaid registered mail, postage prepaid, telegram or facsimile to the relevant address set forth below or such other address as each Party may notify in writing to the other Party from time to time. Any such notice given as aforesaid shall be deemed to be served or received at the time upon delivery (if delivered by hand) or upon actual receipt (if given by postage prepaid, telegram or facsimile).
- B. A notice shall be effective when it is delivered or on the effective date of the notice, whichever is later.
- C. The address for communication to the Parties are as under: -
- Communications to J&K Bank:
Company Secretary,
Jammu and Kashmir Bank Limited,
Board Secretariat, Fifth Floor,
Corporate Headquarters
M. A Road Srinagar, Kashmir - 190001
 - Communications to the RTA: _____
- D. In case there is any change in the address of one party, it shall be promptly communicated in writing to the other Party.

24) Miscellaneous:

- A. Any provision of this Agreement may be amended or waived, if, and only if such amendment or waiver is in writing and signed, in the case of an amendment by each party, or in case of a waiver, by the Party against whom the waiver is to be effective.
- B. No failure or delay by any Party in single/partial or complete exercise of any right, power or privilege hereunder shall operate as a waiver thereof. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.
- C. Neither this Agreement nor any provision here of is intended to confer upon any person/s other than the Parties to this Agreement any rights or remedies hereunder.
- D. If this Agreement is signed in counterparts, each counterpart shall be deemed to be an original.

- E. The RTA shall not assign or transfer all or any of its rights, benefits or obligations under this Agreement without the approval of J&K Bank. J&K Bank may, at any time, assign or transfer all or any of its rights, benefits and obligations under this Agreement.
- F. The RTA agrees that it shall not use the logo, trademark, copyrights or other proprietary rights of J&K Bank in any advertisement or publicity materials or any other written communication with any other party, without the prior written consent of J&K Bank.
- G. During the term of this Agreement and for one year thereafter, neither Party shall (either directly or indirectly through a third party) employ, solicit to employ, cause to be solicited for the purpose of employment or offer employment to any employee/s or sub-contractor/s of the other Party, or aid any third person to do so. However, nothing in this clause shall affect J&K Bank's regular recruitments as per its recruitment policy and not targeted to the employees of the RTA
- H. The RTA may make a reference of the Services rendered to J&K Bank covered under this Agreement on RTA's website or in their sales presentations, promotional materials, business plans or news releases etc., only after prior written approval from J&K Bank.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives on the date mentioned above.

Jammu and Kashmir Bank Limited

By: -

Name: -

Designation: -

Date: -

Witness: -

1.

2.

Registrar and Transfer Agent (TO ADD THE NAME)

By: -

Name: -

Designation: -

Date: -

Witness: -

1.

2.

The Common Seal of RTA is affixed herein, pursuant to the resolution dated _____ of its Board of Directors, in the presence of the _____ as stated in the resolution.

SCHEDULE-I**SCOPE OF WORK/CORE REQUIREMENTS**

The prospective bidder should be capable of providing the services as per the scope of work detailed herein below. Said scope of work shall be read in conjunction with the obligations of the RTA as prescribed in the Securities and Exchange Board of India (Registrars to an Issue and Share Transfer Agents) Regulations, 1993 (as amended).

The Bank may however modify/ change/ make additions/ deletions etc. to the said scope of work as per the requirement. The scope of work would broadly cover the following:

1. Taking over the services of Registrar and Share Transfer Agent from the existing service provider including data migration and taking into its possession with due inventory details of all the existing physical records pertaining to the past RTA operations. A Tripartite Agreement as per regulation 7 of SEBI (LODR) Regulations 2015, will be entered into between the Bank, the existing Registrar and Share Transfer Agent and the new Registrar and Share Transfer Agent, in the manner specified by the SEBI from time to time.
2. It will be the sole responsibility of the successful bidder appointed as Registrar and Share Transfer Agent, to collect, catalogue, preserve at its own cost and make available the old records for appropriate processing of the shareholder requirements as and when required.
3. It shall be the duty of the successful bidder who shall be appointed as new RTA to collect entire details/records from the existing RTA including the claims/suit filed accounts and also to ensure adequate infrastructure including legal expertise for follow up, update, defend all cases to protect Bank's interest and also make available to the Bank, the progress report in this regard as and when/at the interval as may be prescribed by the Bank.
4. Initiating and completing all the regulatory formalities required for shifting of NSDL/CDSL connectivity and starting functions as the RTA, within a period not exceeding 10 days of the Bank's issuing the letter appointing the successful bidder as RTA of the Bank/the date decided by the Bank, failing which, at the sole discretion of the Bank, such appointment is liable to be cancelled.
5. The RTA shall build up all the existing data including soft/ scanned copy of all the correspondences made/documents submitted by the investors with/ to outgoing RTA in their systems and shall enable the Bank to view the existing data as well as correspondences through its web-based services/portal on real-time basis within a period not exceeding 10 days.

6. Further, bidding RTAs will demonstrate to the Bank's inspecting team during pre-selection visit, the functioning of their online portal. Online web portal should be comprehensive enough inter- alia containing provision/ menu for inward, categorization of activities depending upon nature of request/requirement of investor, various stages of processing, final disposal including dispatch capturing all details as well as dates.
7. Further, data/reports required /prescribed by the Bank for compliance/MIS purpose shall be made available/generated through online portal in the format/periodicity as may be prescribed by the Bank/ Regulators. Bank will not reimburse any expenses incurred in taking over all the records from our existing Registrar and Share Transfer Agent and for building up the data in the RTA system, making available online portal, capturing correspondences/ documents received from investors, making available aforesaid various data/reports except wherever specifically mentioned in "Schedule of Charges".
8. RTA will receive and attend promptly as per turnaround time/timelines prescribed by the regulator / Bank, correspondence received from investors/ Company / Stock Exchanges / SEBI / other bodies and will segregate the inward mail as requests for change of address, KYC updating, transmission, duplicate certificate, transposition, deletion of name, dematerialisation, rematerialisation etc. and other letters from the investors, i.e. categorization and the same should be clearly visible in the online portal.
9. RTA shall inward the aforesaid correspondences received from the investors by maintaining an Inward Register on a day to day basis and also affix the stamp containing Inward Number and date of receipt on all such Letters received pertaining to above requests / inquiries and the same should be available in online portal as well.
10. The Bank shall hand over all correspondences in respect of aforesaid activities and others received by it directly from the investors / Stock Exchanges / SEBI / other bodies and relevant statutes. The receipt of the above documents will be acknowledged by the RTA. Further, RTA will make available status of disposal of all such correspondences/mails received from investors including by RTA as well at regular interval as may be decided/prescribed by the Bank.
11. Processing of Transfer of shares requests:
 - (a) Since transfer of shares in physical form has been discontinued by SEBI w.e.f. 01.04.2019, no such requests shall be entertained by the RTA except wherever ordered/ mandated by the court/ regulator.
 - (b) In these cases, all required due diligence and procedural guidelines will be observed by the RTA.
12. Maintenance of Share Certificates/ Letter of Confirmation (LOC):
 - (a) Sub-division of Share Certificates.
 - (b) Consolidation of Share Certificates.

- (c) Issue of duplicate / replaced Share Certificates/LOC in case of loss or mutilation of original Share Certificates, transmission after receiving duly executed Indemnity Bond/affidavits and/or other relevant documents from the Shareholders as prescribed by SEBI/Bank and after complying with other relevant formalities as per the guidelines issued by the SEBI/Bank.
13. Depository Related Services to the Shareholders of the Bank as applicable i.e., handling of dematerialization and rematerialization of the Share Certificates/ Scrips as per the terms and conditions of the Tri-partite Agreement entered into between the Bank, RTA and the National Securities Depository Ltd. and/ or Central Depository Services (I) Ltd. and more particularly specified hereunder:
- (a) Processing requests for Dematerialization by converting share certificates / scrips/ Letter of Confirmation from physical form to electronic form after checking signature/s of the shareholder/s, verification of documents etc and transferring the scrips to National Securities Depository Ltd. (NSDL) / Central Depository Services (I) Ltd. (CDSL).
 - (b) Processing request for rematerialisation by converting scrips from electronic form to physical form, printing fresh certificate/s/LOC and dispatch to shareholder.
 - (c) Maintaining an up-to-date reconciled balance of share capital in physical and electronic form by reconciling with NSDL / CDSL on a daily basis.
 - (d) Maintaining the Beneficiary Owners' Masters downloaded from NSDL / CDSL.
 - (e) Downloading of the data for dematerialisation received from NSDL / CDSL and in the database of RTA for updation of Master files.
 - (f) Uploading/updating of data pertaining to the status of dematerialisation and rematerialisation requests on NSDL / CDSL sites.
 - (g) Processing and updating of inter-depository transfers.
 - (h) Handling and storage of dematerialized scrips (till the same are shredded) and related documents, shredding/destruction of scrips/certificates as prescribed in the SLA.
 - (i) Returning the share certificate/LOC (original / reprinted, as the case may be) which could not be dematerialized, to the Shareholders / Depository Participants (i.e. DPs) with appropriate letters explaining the reasons thereof.
 - (j) Receiving the Beneficiary Ownership Data on book closure / record date from NSDL / CDSL and merging the data with the Holding Master, allotment of folios to the Beneficiary Owners of the shares in the electronic form.
 - (k) Reconciling the Share Capital after merging the holdings, which are both in physical and electronic form.
 - (l) Processing and distributing the corporate benefits like Dividend (Interim/Final) payment, as declared by the Bank.
 - (m) Dealing with unclaimed Security suspense accounts-All activities
 - (n) Maintenance of communication link with each depository (NSDL & CDSL).
 - (o) Generating the following periodical MIS reports on dematerialisation and rematerialisation, based on data downloaded from NSDL / CDSL on a weekly basis.
 - viii. Composite Summary;
 - ix. Statement of NSDL / CDSL Account;

- x. Report of demat/ remat transactions;
 - xi. Category-wise holding in electronic form;
 - xii. List of top 200 holders in electronic form;
 - xiii. Variation report under demat holdings, covering the list of beneficiaries holding 500 shares or more, etc.;
 - xiv. Any other MIS as may be prescribed/ required by the Bank.
14. Maintenance of Register of Shareholders on the Computer.
- (a) Updating the details of shares acquired or transferred by the Shareholders, as per Clause 7 above.
 - (b) Receiving requests for Change of Address and Name Correction / Change etc., updating the same information in the Master Files/data, in the Transfer Cycle, printing and dispatching confirmation letters for these relevant changes, for intimation to the Shareholders.
 - (c) Receiving and updating other required information of the Shareholders such as mandates, status, TDS and tax exemption forms etc. in the Master Files/data, making available online link to the shareholders for submitting TDS related documents etc.
15. Maintenance of Specimen Signatures: Updating and maintaining the specimen signatures of shareholders on the computer in digitized form.
16. Web Based Services: Live Folio Maintenance and Maintenance of a Web Based Services/ Portal - A dedicated website/portal for online information to the Bank covering all areas mentioned under serial no. 13 above and also including facility for Lodging and Tracking complaints including SEBI - SCORES, Nomination and ECS Mandate etc.
17. Maintenance of Shareholders' documents:
- (j) Power of Attorney/s
 - (k) Duly executed Indemnity Bond/s/affidavit/s.
 - (l) Succession Certificate/s.
 - (m) Letters of Administration.
 - (n) Probates of Wills.
 - (o) Marriage Certificates.
 - (p) Death Certificates.
 - (q) Income Tax Exemption Certificates (wherever applicable viz payment of dividend/ interest).
 - (r) Memorandum and Articles of Association, Trust Deeds, Board Resolutions & Signatures of Authorized Signatories etc. for Companies / Bodies Corporate / Trusts etc.
18. Preparation of Various Returns and MIS Reports required by the Stakeholders Relationship Committee of the Board or for the General Meeting/ Election of Directors etc.

19. Regular Works:

- (a) Liaising with the Printers/ vendors appointed by the Bank, for the pre-printed stationery items (e.g. Dividend Warrants etc.)
- (b) Maintaining liaison with Postal Authority/dispatch agency selected by the Bank for dispatch of Annual Reports, AGM/EGM Notice, Dividend Warrants etc.
- (c) Preparation of Mailing List of Shareholders for dispatch of Annual Reports.
- (d) Processing and printing the distribution of holdings, List of top 200 shareholders, List of Bodies Corporate, Financial Institutions, Statutory Corporations, Non-Resident Indians holding shares and List of Directors & their relatives holding shares, at the time of Annual General Meeting. In addition, processing and printing the summary of Balances & Category Table at the time of the General Meetings.
- (e) Assisting the Bank online as well as offline at the venue of meeting during the General Meetings for relevant activities such as verification of Shareholders' holdings, e-voting, verification of the Shareholders' signatures in case of a poll etc.
- (f) Processing and maintaining the Register of Members after the Annual General Meeting.
- (g) Providing relevant data/input promptly and within stipulated time frame for submission of intimation to Stock Exchanges in terms of Listing Agreement and other statutory regulatory bodies as per applicable laws rules and regulations.
- (h) Generation of EVSN for remote E-Voting on agenda item/s of AGM/EGM and other activity relating to E-Voting and coordinating with the Agency appointed by the Bank for E-Voting.

20. Processing of Dividend Payments (Both Interim & Final Dividend)

- (a) Processing of the Dividend Controls based on the rate of dividend conveyed by the Bank, and submission to the Bank, for approval.
- (b) On Receipt of approval from the Bank, processing and printing/ over printing of the following reports / documents:
 - v. Dividend Register
 - vi. Dividend Warrants
 - vii. Bulk Register / UCP etc. list for dispatch of Dividend Warrants.
 - viii. Any other report, as may be advised.
- (c) Sharing of dividend warrant upload files with nodal branch for payment and updation/ keeping of records thereof for processing thereof.
- (d) Dispatch of Dividend Warrants & TDS intimations or any other related information to the Shareholders, by Registered Post or otherwise, as per instructions received from the Bank.
- (e) All activities related to Tax Deducted at Source (TDS) related to Interim/Final dividend payments by the Bank e.g. Intimation of prevailing tax rates to Bank, preparation of Tax Register, providing link on website of the bidder/RTA for uploading TDS Forms/TDS exemption forms by the shareholders of the Bank, preparation of 15G/H, 206, 15CB/CA, 10F, DTAA, 26 & 27Q, SFT or any other files/formats as required as per the Bank/Income Tax requirements for the

prevailing periods. Generation of all TDS related files which will be required by the Bank for uploading thereof/ filing/ amending returns thereof in Tax portal and for any further processing/ filing thereof.

- (f) Processing the claims promptly for the dividends for all periods including for the periods becoming due for transfer to the "Investor Education and Protection Fund". It will be the duty and responsibility of the bidder to ensure that no dividend of the shareholders who have lodged claims within stipulated time either with the Bank or with them, are transferred to IEPF. The bidder will make continuous follow up with the shareholders for payment of claims before transfer of unclaimed and unpaid dividends to the "Investor Education and Protection Fund" within stipulated timeframe and repayment to shareholders upon claim processed through IEPF. Preparation of IEPF files in requisite formats for uploading the same to IEPF portal and Bank portal and generation of any report thereof, as per the requirement/sought for by the Bank from time to time. Verification of documents for any IEPF claim, submitted by the investors, generation of 'RTA Confirmation Letter' thereof and other related work/activity.
- (g) Reconciliation of all dividend accounts and submission of its Reconciliation Certificate & Report to the Bank on monthly interval or any other format/periodicity as per requirement of the Bank from time to time.

21. The Scope of Work for Bonds/ Debentures & CDs typically encompasses all activities related to pre-allotment, post-allotment and ongoing servicing of bondholders in both electronic and physical modes and managing their entire lifecycle. Key areas of the scope of work include:

(g) Issuance and Allotment Process:

- viii. Application Processing - Collecting applications from investors during an initial public offering (IPO) or new fund offer (NFO) and new CDs (primary market).
- ix. Record Maintenance - Maintaining accurate records of all applications, monies received and payments made to sellers of securities.
- x. Allotment finalization - Assisting in determining the basis of allotment in consultation with relevant authorities (e.g., stock exchange) and finalizing the list of eligible bondholders/ CD holders.
- xi. Document Dispatch - Processing and dispatching allotment letters, refund orders, physical certificates and/or initiating credits to investor demat accounts in a timely manner and other relevant documents to investors.
- xii. Co-ordinating with the Depositories for creation of ISIN number and transfer of NCD units from temporary ISIN to permanent ISIN.
- xiii. Providing updated Master creation Form in coordination with the Depositories.
- xiv. Reconciling the subscription amounts received with the securities allotted.

(h) Investor Record Keeping and Maintenance:

- iv. Statutory Records - Maintaining all statutory records of bondholders/ CD holders, including names, addresses, contact details, PAN, and bank mandates.

- v. Data Management - Ensuring all existing data (including historical records, soft/scanned copies, and pending claims) is accurately migrated to the RTA's system.
- vi. Updates - Processing changes in investor details, such as address, bank account information, nomination, and changes related to minors.

(i) Servicing of Bonds/ CDs and Corporate Actions:

- vi. Transfer and Transmission: Processing requests for transfer and transmission of bonds/ CDS (due to sale, inheritance, etc.) and updating ownership records, changes in bank mandates, personal information & nomination updates in a timely manner.
- vii. Managing all investor-initiated transactions, including transfers (secondary market transactions). Facilitating the conversion of physical CDs to electronic form (dematerialization) and vice-versa (rematerialization) in coordination with depositories (NSDL/CDSL).
- viii. Interest and Redemption Payments: Determining eligible bondholders/ CD holders (ISIN wise) for interest and redemption payments, calculating amounts due, and ensuring timely and accurate distribution (provide control file and payment file (including the TDS file) for each ISIN & dispatch of warrants or direct credits). Reconciling all refund and interest/maturity payment accounts periodically.
- ix. Unclaimed/Unpaid Amounts: Managing data and processing claims related to unclaimed interest and/or principal amounts, and facilitating the transfer of such amounts to the Investor Education and Protection Fund (IEPF) as per regulations.
- x. Other Corporate Actions: Executing other corporate actions such as splits, consolidation, or buybacks, early redemptions as required.

(j) Redemption of Bonds/ Debenture & CDs:

- vii. Handling the redemption process upon maturity, ensuring principal repayment to investors. This includes intimation to investors regarding maturity dates.
- viii. RTA to note the Record date ISIN wise and share beneficiary details within 1-2 days from the said Record date.
- ix. Provide data for funding of the account.
- x. Provide TDS data (wherever applicable)
- xi. Provide control file and payment file (including the TDS file) for each ISIN at least 4 days before the payment date.
- xii. Provide details for execution of corporate action at NSDL & CDSL.

(k) Investor Services and Communication:

- iv. Query and Grievance Redressal - Acting as the primary point of contact for all bondholder/ CD holder queries, complaints, and service requests via various channels (phone, email, online portal, physical branches).
- v. Statement Generation - Generating and dispatching various statements, including transaction statements and portfolio valuation statements, periodically or upon request.

- vi. Communication - Sending reminders for unclaimed payments and other important information/updates to bondholders/ CD holders.

(l) Regulatory Compliance and Reporting:

- viii. Compliance - Ensuring all operations adhere to the relevant regulations and guidelines (e.g., SEBI regulations, Companies Act).
- ix. Reporting - Generating and submitting various statutory and internal reports to the company, regulatory bodies, and stock exchanges as required.
- x. Generation of Statements - Providing investors with consolidated account statements (CAS), transaction statements, and capital gains statements as required.
- xi. MIS (Management Information Systems) and Reporting - Providing the bank's treasury department with regular, detailed MIS reports, dashboards, and portfolio valuation statements for effective monitoring and risk management.
- xii. Provide atleast once in a week or mutually agreed time intervals updated Beneficiary position (BENPOS) of holders of various instruments issued by the Bank.
- xiii. Audit Support - Providing necessary documentation and support for internal and external audits.
- xiv. KYC Processing - Handling Know Your Customer (KYC) verifications and updates for investors to ensure compliance.

22. Correspondence:

- (g) Receiving, inwarding, and attending correspondence regarding Transfers, Transmissions, Transpositions, Deletion of Name, Change of Address, Consolidation/ Sub-division of Share Certificates, Dividend, dematerialisation, rematerialisation, refund order, etc., received from Shareholders / Company / Stock Exchanges / SEBI/ Depository Participants / other bodies, promptly.
- (h) Correspondence with Shareholders in respect of their holdings.
- (i) Clarification of Shareholders' queries, through post/ fax/ email/ telephone/ personal visits.
- (j) Communication and interaction with the Bank whenever required in respect of shareholders queries etc.
- (k) Generation of address of shareholders, City-wise bifurcation etc. for dispatch of Annual Report/Postal Ballot etc. of the Bank to whom Annual Report is to be sent in physical form or for other purposes as and when requested by the Bank.
- (l) Prompt generation of such reports as may be required by the Bank.

23. In case of a Rights/Bonus Issue, Bank shall inform RTA and other bodies about the Record Date / Book Closure and give sufficient time to RTA to affect all the transfers and update the records.

24. RTA shall perform all work as Registrar & Share Transfer Agents in connection with the Shareholders of the Bank, in accordance with the provisions of the relevant statutes governing the Bank i.e. Banking Regulation Act, 1949, Companies Act, 2013, SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015, SEBI (Issue and listing of

Non- Convertible Securities Regulations, 2021 and SEBI Guidelines, Rules and Regulations as amended from time to time.

25. RTA should provide, without any additional cost, entire data of shareholder including addresses, email IDs and signature as and when required by the Bank.
26. Digital Initiative: All activities pertaining to Digitisation and paperless transactions.
27. Any requirement from the Regulators related work done by RTA, other RTA related work which are not mentioned hereinabove but may be assigned by the Bank from time to time.
28. IT Related functions:
 - (h) RTA shall provide, without any additional cost, to the Bank an access to the portal with following features/dashboard from the current database (Online Database):
 - x. Query Module: To check the status/details of physical as well as demat shareholders/ as well as bondholders. On searching any folio, the required details must be available including holding history, payment details, demographic details, complaints/request/query status etc.
 - xi. Complaints Management System (CMS) Dashboard: It shall include all complaints/queries/requests along with pendency and resolution divided into various categories like transmission, transfers etc. based on the type of complaints/queries/requests from various sources such as letters received by RTA in hardcopy, letters from investors forwarded by Bank to RTA, letters received through emails, complaints received through SEBI/BSE/NSE portals etc. The status should be available for any chosen date. Filter must be available for Shares/Bonds.
 - xii. Inward/Outward Query module: The system should be capable of capturing the inward letters and outward letters for checking and replying the status to shareholders.
 - xiii. Shareholding Pattern: The report (as prescribed by the Bank) must be generated online for any given period. The system should also be capable of generating comparison report between any two BENPOS dates.
 - xiv. Module to generate regular reports: Provision for generating other regular reports as per requirement through system.
 - xv. Holding History for uploaded PANs: The system should generate the holding history of uploaded PANs between any two-given dates (BENPOS date wise) and must mark the variations, if found.
 - xvi. Dividend query module: To check the dividend payment status.
 - xvii. Bond Interest Payment query module: To check the bond interest payment status.
 - xviii. Demat query module: To check the Demat status of any request.

- (i) All systems (including online portal, dashboard, and data exchange modules) must support real-time access and ensure end-to-end encryption, audit trails, and secure data backups. Must demonstrate its IT infrastructure readiness (scalability, uptime, and disaster recovery) during technical evaluation.
- (j) RTA must provide weekly/Monthly/Quarterly full data backup to the Bank along with the data structure for storing the same on Bank's Server. Any change in the data structure must be communicated to the Bank. Data must be encrypted before sharing.
- (k) RTA must provide the certificate/documents related to Security Review of their applications/systems from cert-in empaneled ISSPs on a yearly basis.
- (l) RTA must be forensic ready for necessary audits like Information Security Audit, Complete Security Review Audit of applications/servers etc. The RTA must resolve all observations found during such Audit without any additional cost.
- (m) RTA must comply with Bank's Information Security Policy and as amended by Bank from time-to-time.
- (n) RTA must comply with control point's checklist as annexed **Appendix-D** and as amended by Bank from time to time for necessary information security.

29. VPN Clauses:

The Bank may, at its sole discretion, provide remote access to its information technology system to IT Service Provider through secured Virtual Private Network (VPN) in order to facilitate the performance of IT Services. Such remote access to the Bank's information technology system shall be subject to the following:

- (g) Service Provider shall ensure that the remote access to the Bank's VPN is performed through a laptop/desktop ("Device") specially allotted for that purpose by the Service Provider and not through any other private or public Device.
- (h) Service Provider shall ensure that only its authorized employees/representatives access the Device.
- (i) Service Provider shall be required to get the Device hardened/configured as per the Bank's prevailing standards and policy.
- (j) Service Provider and/or its employee/representative shall be required to furnish an undertaking and/or information security declaration on the Bank's prescribed format before such remote access is provided by the Bank.
- (k) Service Provider shall ensure that services are performed in a physically protected and secure environment which ensures confidentiality and integrity of the Bank's data and artefacts, including but not limited to information (on customer, account, transactions, users, usage, staff, etc.), architecture (information, data, network, application, security, etc.), programming codes, access configurations, parameter settings, executable files, etc., which the Bank representative may inspect. Service Provider shall facilitate and/ or handover the Device to the Bank or its authorized representative for investigation and/or forensic audit.
- (l) Service Provider shall be responsible for protecting its network and sub-networks, from which remote access to the Bank's network is performed, effectively against unauthorized access, malware, malicious code and other threats in order to ensure

the Bank’s information technology system is not compromised in the course of using remote access.

SCHEDULE II

SCHEDULE OF FEES

(Fees Payable to selected RTA)



SCHEDULE III

SCHEDULE OF PAYMENTS & TERMS

1. RTA shall be entirely responsible for all duties, levies, imposts, costs, charges, license fees, road permit etc., in connection with delivery of services.
2. Income/Corporate taxes in India: RTA shall be liable to pay all corporate taxes and income tax that shall be levied according to the laws and regulations applicable from time to time in India.
3. Wherever the laws and regulations require deduction of such taxes at source of payment, Bank shall effect such deductions from the payment due to RTA. The remittance of amounts so deducted and issuance of certificate for such deductions shall be made by Bank as per the laws and regulations in force. Nothing in the Contract shall relieve RTA from his responsibility to pay any tax that may be levied in India on income and profits made by Bidder in respect of this contract.
4. The Bank shall if so, required by applicable laws in force, at the time of payment, deduct income tax payable by RTA at the rates in force, from the amount due to the Successful Bidder and pay to the concerned tax authority directly.
5. RTA will submit monthly bills for Folio maintenance based on the number of folios existing as per the last Benpos of the month.
6. All actual expenses shall be payable on monthly basis on the basis of supporting bills.
7. All bills along with relevant annexures to the satisfaction of the Bank for a particular month shall be payable in succeeding month within 15 days of their presentation.

Provided whenever any amount is paid in advance proper bills / vouchers / proof (as regards expenses incurred) should be produced for verification to the J&K Bank within 30 days from the date of making advance payment, failing which the amount (for which there are no bills/vouchers/proof) shall be refunded by the RTA to the Bank and the Bank shall be entitled to recover the said amount from the future payment of fees by J&K Bank to the RTA.

SCHEDULE IV**SERVICE STANDARDS FOR INVESTOR SERVICES**

S. No.	Nature of Service	Expected Timelines (number of days)
A	Investor Service Request	
1	Processing of transmission request	21
2	Processing of issue of duplicate security certificate request	30
3	Processing of dematerialization request	15
4	Processing of remat request	30
5	Processing of Transposition request	15
6	I. Processing of request for change in/ updation of:	
	a. Name	30
	b. Signature	30
	c. Nomination	30
	d. Contact details (Address, E-mail address and Mobile number)	15
	e. Bank account details	15
	II. Processing of request for Updation of PAN	15
	Processing of Re-validation of dividend / interest / redemption instruments and sending the remittance request files to the bank / Company	15
B	Grievance Redressal	
1	Providing response to the inquiries of the investors and Redressal of Grievance	21
C	Other Operational activities	
1	Allotment of securities (IPO)	6
2	Intimation regarding distribution of corporate benefits (dividend, bonus, stock Split)	

	a. E-mail communication	15
	b. Physical communication	30

Note: Number of days for response to any service request/complaint are subject to change as per SEBI and other statutory authorities' guidelines/circulars issued from time to time.

SCHEDULE V

NON-DISCLOSURE AGREEMENT

This non-Disclosure Agreement (The Agreement) is made at _____ on this the _____ day of _____, 2025

BY AND BETWEEN

The Jammu and Kashmir Bank Limited, a company under the Companies Act, 2013 and having its registered office at Corporate Headquarters, M A Road Srinagar -190001 (hereinafter referred to as "**Bank**", which expression shall unless repugnant to the context or meaning thereof, include its successors in interests and assigns) **OF THE ONE PART;**

AND

_____, a company under the Companies Act, 2013 and having its registered office at [**Please fill in address**] (hereinafter referred to as "**RTA**" which expression shall, unless repugnant to the context or meaning thereof, be deemed to include, its representatives and permitted assigns) **OF THE OTHER PART;**

BANK and RTA shall hereinafter be referred to as such, or collectively as "**Parties**" and individually as "**Party**".

WHEREAS:

- i. Pursuant to due process of tendering, Bank has hired the services of RTA for appointment as Bank's Registrar and Transfer Agent to undertake and provide services as per details/ scope of work mentioned in **AGREEMENT** for Registrar & Share Transfer Agent between the Bank and RTA (**Schedule-I**).
- ii. The Parties contemplate that with respect to the Proposed Transaction, both the Parties may exchange certain information, material and documents relating to shareholders of the Bank, each other's business, assets, financial condition, operations, plans and/or prospects of their businesses (hereinafter referred to as "Confidential Information", more fully detailed in clause 1 herein below) that each Party regards as proprietary and confidential;

- iii. Parties intend to execute this Agreement for preserving and maintaining the confidentiality of the “Confidential Information” in respect of the transaction under reference.

IN CONNECTION WITH THE ABOVE, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. **“Confidential and or proprietary Information”** shall mean and include any information disclosed by one Party (Disclosing Party) to the other (Receiving Party) either directly or indirectly, in writing, by inspection of tangible objects (including, without limitation, documents, prototypes, samples, media, documentation).

Confidential information shall include, without limitation, any information of shareholders of the Bank , materials, trade secrets, network information, configurations, trademarks, brand name, know-how, business and marketing plans, financial and operational information, and all other non-public information, material or data relating to the current and/ or future business and operations of the Disclosing Party and analysis, compilations, studies, summaries, extracts or other documentation prepared by the Disclosing Party.

Confidential Information may also include information disclosed to the Receiving Party by third parties on behalf of the Disclosing Party.

2. The Receiving Party shall refrain from disclosing, reproducing, summarising and/or distributing Confidential Information and confidential materials of the Disclosing Party except in connection with the Proposed Transaction.
3. The Parties shall protect the confidentiality of each other’s Confidential Information in the same manner as they protect the confidentiality of their own proprietary and confidential information of similar nature. Each Party, while acknowledging the confidential and proprietary nature of the Confidential Information agrees to take all reasonable measures at its own expense to restrain its representatives from prohibited or unauthorised disclosure or use of the Confidential Information.
4. Confidential Information shall at all times remain the property of the Disclosing Party and may not be copied or reproduced by the Receiving Party without the Disclosing Party’s prior written consent.
5. Within seven (7) days of a written request by the Disclosing Party, the Receiving Party shall return/destroy (as may be requested in writing by the Disclosing Party or upon expiry and or earlier termination) all originals, copies, reproductions and summaries of Confidential Information provided to the Receiving Party as Confidential Information. The Receiving Party shall certify to the Disclosing Party in writing that it has satisfied its obligations under this paragraph.

6. The Receiving Party may disclose the Confidential Information only to the Receiving Party's employees and consultants on a need-to-know basis. The Receiving Party shall have executed or shall execute appropriate written agreements with third parties, in a form and manner sufficient to enable the Receiving Party to enforce all the provisions of this Agreement.
7. Confidential Information, however, shall not include any information which the Receiving Party can show:
 - i) is in or comes into the public domain otherwise than through a breach of this Agreement or the fault of the Receiving Party; or
 - ii) was already in its possession free of any such restriction prior to receipt from the Disclosing Party; or
 - iii) was independently developed by the Receiving Party without making use of the Confidential Information; or
 - iv) has been approved for release or use (in either case without restriction) by written authorisation of the Disclosing Party.
8. In the event either Party receives a summons or other validly issued administrative or judicial process requiring the disclosure of Confidential Information of the other Party, the Receiving Party shall promptly notify the Disclosing Party. The Receiving Party may disclose Confidential Information to the extent such disclosure is required by law, rule, regulation or legal process; *provided however*, that, to the extent practicable, the Receiving Party shall give prompt written notice of any such request for such information to the Disclosing Party, and agrees to co-operate with the Disclosing Party, at the Disclosing Party's expense, to the extent permissible and practicable, to challenge the request or limit the scope thereof, as the Disclosing Party may reasonably deem appropriate.
9. Neither Party shall use the other's name, trademarks, proprietary words or symbols or disclose under this Agreement in any publication, press release, marketing material, or otherwise without the prior written approval of the other.
10. Each Party agrees that the conditions in this Agreement and the Confidential Information disclosed pursuant to this Agreement are of a special, unique, and extraordinary character and that an impending or existing violation of any provision of this Agreement would cause the other Party irreparable injury for which it would have no adequate remedy at law and further agrees that the other Party shall be entitled to obtain immediately injunctive relief prohibiting such violation, in addition to any other rights and remedies available to it at law or in equity.

11. The Receiving Party shall indemnify the Disclosing Party for all costs, expenses or damages that Disclosing Party incurs as a result of any violation of any provisions of this Agreement. This obligation shall include court, litigation expenses, and actual, reasonable attorney's fees. The Parties acknowledge that as damages may not be a sufficient remedy for any breach under this Agreement, the non-breaching party is entitled to seek specific performance or injunctive relief (as appropriate) as a remedy for any breach or threatened breach, in addition to any other remedies at law or in equity.
12. Neither Party shall be liable for any special, consequential, incidental or exemplary damages or loss (or any lost profits, savings or business opportunity) regardless of whether a Party was advised of the possibility of the damage or loss asserted.
13. Both the Parties agree that by virtue of the Parties entering into this Agreement neither Party is obligated to disclose all or any of the Confidential Information to the other as stated in this Agreement. The Parties reserve the right to disclose only such information at its discretion and which it thinks, is necessary to disclose in relation to the Proposed Transaction.
14. Both the Parties agree that this Agreement will be effective from the date of execution of this Agreement by both Parties and shall continue to be effective till the Proposed Transaction is terminated by either Party by giving a thirty (30) days' notice, in case either Party foresees that the Proposed Transaction would not be achieved.

Notwithstanding anything contained herein, the provisions of this Agreement shall survive and continue after expiration or termination of this Agreement for a further period of _____ year(s) from the date of expiration.
15. Each Party warrants that it has the authority to enter into this Agreement.
16. If any provision of this agreement is held to be invalid or unenforceable to any extent, the remainder of this Agreement shall not be affected and each provision hereof shall be valid and enforceable to the fullest extent permitted by law. Any invalid or unenforceable provision of this Agreement shall be replaced with a provision that is valid and enforceable and most nearly reflects the original intent of the unenforceable provision.
17. This Agreement may be executed in two counterparts, each of which will be deemed to be an original, and all of which, when taken together, shall be deemed to constitute one and the same agreement.
18. The relationship between both the Parties to this Agreement shall be on a principal-to-principal basis and nothing in this agreement shall be deemed to have created a relationship of an agent or partner between the Parties and their employees.

19. This Agreement shall be governed by the laws of India. Both parties irrevocably submit to the exclusive jurisdiction of the Courts in Srinagar, for any action or proceeding regarding this Agreement.
20. Any dispute or claim arising out of or in connection herewith, or the breach, termination or invalidity thereof, shall be settled by mutual discussions and negotiations to the extent possible by involving all the top hierarchal levels as may be possible in the phased manner, as and when required.
21. All modifications and amendments to this Agreement must be made in writing and duly signed by both the parties.
22. The parties herein covenant and declare that this Agreement is being executed through the Authorized representatives, having valid legal authorization and mandate to execute the same.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS NON-DISCLOSURE AGREEMENT IN DUPLICATE BY AFFIXING THE SIGNATURE OF THE AUTHORISED REPRESENTATIVES AS OF THE DATE HEREIN ABOVE MENTIONED.

<u>COMPANY NAME</u>	<u>Bank</u>
By:	By:
Name:	Name:
Title:	Title:
Address:	Address:
Company Seal	Company Seal