



CIN: L65190MH2004GOI148838

आईडीबीआई बैंक लिमिटेड
पंजीकृत कार्यालय : आईडीबीआई टॉवर,
डब्ल्यूटीसी कॉम्प्लेक्स, कफ परेड,
मुंबई - 400 005.
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फैक्स : (+91 22) 2218 0411
वेबसाइट : www.idbi.com

IDBI Bank Limited
Regd. Office : IDBI Tower,
WTC Complex, Cuffe Parade,
Mumbai - 400 005.
TEL.: (+91 22) 6655 3355, 2218 9111
FAX : (+91 22) 2218 0411
Website : www.idbi.com

IDBI/Board/NSE/BSE/2020/

Date: 02.03.2020

THROUGH ONLINE SYSTEM

The Manager (Listing) National Stock Exchange of India Ltd., Exchange Plaza, 5th Floor, Plot No.C/1, G Block, Bandra Kurla Complex, Bandra(E), Mumbai – 400 051	The Manager (Listing) BSE Ltd., 25th Floor, Phiroz Jeejeebhoy Towers, Dalal Street, Fort, Mumbai – 400 001
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**Sub: - Submission of copy of Agreement entered into between
IDBI Bank Limited and KFin Technologies Pvt. Ltd. (KFINTECH)**

In compliance of Regulation 30 (4) of SEBI (LODR) Regulations, 2015, we submit herewith a copy of agreement dated February 28, 2020, entered into between IDBI Bank Limited and KFin Technologies Pvt. Ltd. (KFINTECH), in respect of extension of validity of previous agreement by KFINTECH to act as RTA of the Bank for equity servicing, for a further period of three years, from March 01, 2020 to February 28, 2020.

Please take the above on record and acknowledge.

भवदीय,
कृते आईडीबीआई बैंक लिमिटेड

यतिन शेलटे
(प्रबंधक)

**AGREEMENT BETWEEN IDBI BANK LTD (IDBI BANK)
AND
KFIN TECHNOLOGIES PRIVATE LIMITED (KFINTECH)**

THIS AGREEMENT IS MADE ON 28th DAY OF FEBRUARY, 2020 BETWEEN

KFIN TECHNOLOGIES PRIVATE LIMITED (formerly known as Karvy Fintech Private Limited & Karvy Computershare Private Limited), a Company within the meaning of the Companies Act, 1956/Companies Act, 2013 and having its Registered Office at Selenium Tower B, Plot Nos. 31 & 32, Financial District, Nanakramguda, Serilingampally Mandal, Hyderabad – 500032, India (hereinafter referred to as “KFINTECH”), which expression shall, unless it be repugnant to the subject, context or meaning thereof, be deemed to mean and include its successors and assigns of the ONE PART;

And

IDBI BANK LIMITED, a Company within the meaning of the Companies Act, 1956 and a company within the meaning of Section 2 (20) of the Companies Act, 2013, having its registered office at IDBI Tower, WTC Complex, Cuffe Parade, Mumbai 400 005 (CIN L65190MH2004GOI148838) (hereinafter referred to as **IDBI Bank**), which expression shall, unless it be repugnant to the subject, context or meaning thereof, be deemed to mean and include its successors and assigns of the OTHER PART, in terms of the approval of the delegated authority of IDBI Bank given on February 05, 2020 for extending the validity of Agreement between the aforesaid parties entered into on February 03, 2017.

Each of the Parties mentioned above are hereinafter collectively referred to as "Parties" and individually as a "Party"

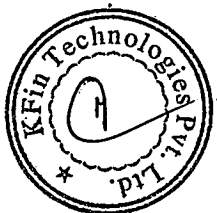


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 STAMP DUTY MAHARASHTRA

FOR UNION BANK OF INDIA
 M. S. MARG BRANCH
 AUTHORIZED SIGNATORY
 UNION BANK OF INDIA
 FEDERAL SAVINGS BRANCH
 PLACING & REMIT DEPARTMENT
 SERO. MUMBAI SAVINGS BRANCH.

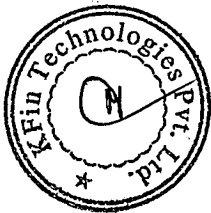
WHEREAS

- 1) IDBI Bank has 3,87,449 number of shareholders/folios as on February 21, 2020 and has to render services relating to transfer, transmission, issue of dividend warrants, notices, etc. in accordance with its Articles of Association and the Companies Act, 1956/the Companies Act, 2013 and Rules made thereunder.
- 2) Karvy Computershare Pvt. Ltd.(Karvy), is a SEBI registered Registrar and Share transfer Agent (RTA) having Permanent Registration No. INR000000221 dated October 18, 2012. IDBI Bank had approached Karvy to act as RTA for equity servicing. Initially, Karvy had accepted the Assignment w.e.f. March 01, 2012 for a period of 3 years i.e. upto February 28, 2015, which was extended for 2 more years i.e. from March 01, 2015 to February 28, 2017 vide Agreement dated February 26, 2015, which was further extended for 3 more years i.e. from March 02, 2017 to February 29, 2020. Name of Karvy Computershare Pvt. Ltd. was changed to Karvy Fintech Private Limited in November 17, 2019 and further changed to KFin Technologies Private Limited (KFINTECH) w.e.f. December 05, 2019. Karvy Fintech Private Limited vide letter No. KFPL/Renewal dated November 28, 2019 has approached IDBI Bank to renew the MOU to act as RTA for 3 years on the existing fees structure and on the same terms and conditions i.e. from March 01, 2020 to February 28, 2023 for which, the approval was granted by the delegated authority on February 05, 2020. The delegated authority of KFINTECH vide its email dated February 18, 2020, has accepted the assignment. KFINTECH also submitted Undertaking dated 30.01.2020 confirming to undertake the services.
- 3) In terms of Rule 9A(1)(b) of the SEBI (Registrars to an Issue and Share Transfer Agent) Rules, 1993, (as amended till date) KFINTECH is required to enter into a valid agreement with IDBI Bank on whose behalf, KFINTECH has to act as RTA for equity servicing. In pursuance of the same, KFINTECH and IDBI Bank have entered into an agreement being these presents.

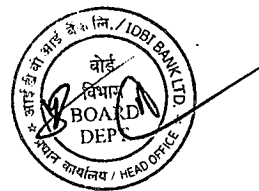
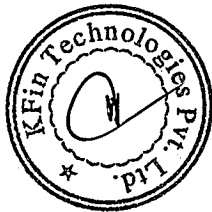


NOW, THEREFORE, IDBI BANK AND KFINTECH DO HEREBY AGREE AS FOLLOWS:

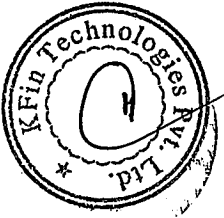
- 1) IDBI Bank hereby extends the validity of Agreement dated February 3, 2017 for appointment of KFINTECH as RTA for equity servicing and KFINTECH accepts such re-appointment with effect from March 01, 2020 for 3 years.
- 2) KFINTECH hereby undertakes to perform and fulfill such functions, duties and obligations and to provide such services as are mentioned herein.
- 3) KFINTECH declares and undertakes that:
 - a) It has obtained Permanent Certificate of registration from SEBI and that the certificate is currently valid w.e.f. 24/12/2019 in the name of KFIN TECHNOLOGIES PRIVATE LIMITED (FORMERLY KNOWN AS KARVY FINTECH PRIVATE LIMITED-(FORMERLY KNOWN AS KARVY COMPUTERSHARE PVT. LTD
 - b) 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 R & T activities.
 - c) It shall perform its duties with highest standards of integrity and fairness and shall act in ethical manner in all its dealings with IDBI Bank, 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 IDBI Bank and its investors/ or contrary to the directions issued by SEBI.
 - d) It shall carry out its duties / responsibilities and complete all the formalities within the specified time limits in strict compliance of the relevant statutes including the Companies Act 2013, rules made thereunder, SEBI Guidelines, SEBI (LODR) Regulations, etc.
 - e) In case of change in status / constitution, it will obtain permission from SEBI under intimation to IDBI Bank.



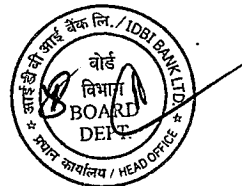
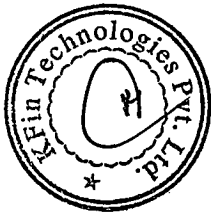
- 4) IDBI Bank hereby confirms that it has satisfied itself about the capability including the infrastructure especially the computer hardware and requisite software, i.e., share accounting packages of KFINTECH to handle the assignment.
- 5) IDBI Bank hereby declares that it complies with or agrees to comply with all statutory formalities under the Companies Act, 1956/the Companies Act, 2013 and Rules made thereunder, Guidelines for Disclosure and Investor Protection issued by SEBI (LODR) Regulations and other relevant statutes pertaining to Share Transfer Activities.
- 6) IDBI Bank and KFINTECH agree to their functions, duties and obligations in respect of each activity relevant to the Share Transfer as specified in the **Schedule I** hereto. However, the following activities shall form part of the KFINTECH's functions and responsibility during the currency of this agreement:-
- i) Receipt of request for transfer, transmission, endorsement as fully paid-up, allotment/call money, split, consolidation, change of address, change of bank mandate, issue of duplicate certificates in lieu of misplaced/ lost certificates, request for demat and remat, claims received under IEPF, etc.
 - ii) Processing of request for transfer, endorsement, as fully paid-up, receipt of allotment/ call money and other correspondence received in connection with transfer activities.



- iii) After verification of transfer deeds, preparation of transfer proposals for approval of the Share Transfer Committee of IDBI Bank and endorsement on the certificates.
- iv) Dispatch of transferred and endorsed certificates to the transferees within the mandatory period laid down in the Companies Act, 2013 and Rules made thereunder / SEBI (LODR) Regulations, 2015.
- 7) KFINTECH will handle the RTA activities from its coordinating office at Mumbai through its back office at Selenium Tower B, Plot Nos. 31 & 32, Financial District, Nanakramguda, Serilingampally Mandal, Hyderabad – 500032 which has been declared to SEBI and approved by it for carrying on its activities. The address of its office shall be printed in all relevant stationery pertaining to the said transfers, etc.
- 8) All the input materials that are to be supplied by IDBI Bank/agreed to be supplied by IDBI Bank will be delivered by IDBI Bank at its cost at the coordinating office of KFINTECH in Mumbai and all finished tabulations, statement, unused stationery bearing the name and the letterhead of IDBI Bank and all original documents supplied by IDBI Bank to KFINTECH are to be delivered by KFINTECH at IDBI Bank's cost to such address as may be specified.
- 9) KFINTECH's responsibility under this arrangement will be restricted to the duties of KFINTECH as agreed to herein and KFINTECH will not be in any way construed to be an agent of IDBI Bank with respect to its other business in any manner whatsoever.



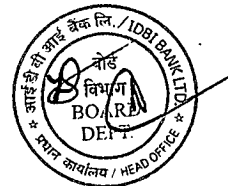
- 10) KFINTECH shall not during the term of this agreement or thereafter, either directly, or indirectly, for any reason whatsoever, divulge, disclose or make public any information any unpublished price sensitive information whatsoever which may come to its knowledge during or as a result of its appointment/re-appointment as RTA's of IDBI Bank and whether concerning the business, property, contracts, methods, transactions, dealing, affairs or members of IDBI Bank or otherwise, save in accordance with the performance of its duties hereunder or as required by law or strictly on need to know basis as per SEBI Insider Trading guidelines.
- 11) KFINTECH shall use its best efforts to perform the duties assigned to it in terms of this agreement with the utmost care and efficiency. KFINTECH shall ensure that adequate controls are established to ensure the accuracy of the reports furnished by it. KFINTECH, shall however, not be responsible or liable for any direct or consequential omission / commission committed by it in good faith or in absence of its negligence or breach of the terms of this agreement or due to reasons beyond its reasonable control.
- 12) IDBI Bank is primarily responsible for the share transfer work assigned to KFINTECH. KFINTECH should execute the work efficiently and with due diligence and care. However, KFINTECH shall indemnify IDBI Bank and its successors from and against all suits, claims, actions and demand which may be made or commence against IDBI Bank by any holder of the shares issued or other third party as a consequence of any failure or deficiency on the part of KFINTECH in performing or fulfilling, providing any of the functions, duties, obligations and services hereunder. However, KFINTECH shall not be liable for any indirect or consequential loss caused to IDBI Bank due to error or omission committed by it in good faith and unless such damages are caused by the negligence, wilful misconduct, failure to act or recklessness of KFINTECH.



- 13) Any notice, communication or documents may be given by personal delivery, registered post, Speed Post, Courier, email. The notice, communication or document shall be deemed to have been served upon the Party to whom it is given, if given, by personal delivery when so delivered, if given by post on expiry of three days after the notice, etc. have been delivered to the post-office for onward dispatch.
- 14) KFINTECH and IDBI Bank agree that in case of non-compliance of any of the covenants contained in these presents a report thereof shall be made to SEBI within 7 days.
- 15) KFINTECH shall redress complaints/grievances of the shareholders of IDBI Bank promptly and in any case within the regulatory time line of receipt of the complaint during the currency of the agreement, or such lesser time period, if any, prescribed by Regulatory authorities from time to time. This, however, shall not exempt KFINTECH from redressing the complaint of the investors within one month during the period. KFINTECH is required to maintain the records under the SEBI (Registrars to an Issue and Share Transfer Agents) Regulations, 1993 and amendments thereto and IDBI Bank shall do all such things and extend necessary co-operation to KFINTECH for complying with these Regulations.
- 16) IDBI 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 Exchange, SEBI or prescribed under the Companies Act, 1956/2013 and Rules made thereunder.



- 17) IDBI Bank and KFINTECH agree that the fees and charges payable to KFINTECH shall be as specified in **Schedule II**.
- 18) KFINTECH shall take special contingency insurance policy to cover risks arising out of fraud, forgery, errors of commission / omission, etc. KFINTECH agrees to produce a valid copy of such insurance policy as and when demanded by the authorized officials of IDBI Bank for inspection.
- 19) Should there be major change in scope of work from that indicated above or in the event of complete collapse and dislocation of business in the financial market of our country due to war, insurrection or any other serious sustained political or industrial disturbance or in the event of force majeure, KFINTECH shall have option to withdraw its appointment or renegotiate the Agreement in consultation with IDBI Bank. However, in such circumstances, KFINTECH shall continue to be liable for the activities done till termination of the Agreement.
- 20) IDBI Bank will provide all required stationery items, envelopes and postage expenses well in advance to enable KFINTECH to process all transfers, transposition, transmission and other share transfer related activities. IDBI Bank shall ensure that after the approval of transfer request by transfer committee, the funds for dispatch will be made available to transfer agent to complete dispatch of transferred certificates within the stipulated time as prescribe in Companies Act/ SEBI (LODR) Regulations.
- 21) IF the transactions covered under this agreement are liable to any tax or other levy, IDBI Bank shall reimburse to KFINTECH its liability for payment of such tax / levy including interest and other sum, if any, payable in respect thereof.

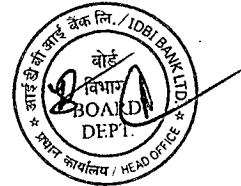


However, interest charged and/or penalty levied due to negligence of KFINTECH or its employees will not be reimbursed by IDBI Bank.

22) IDBI Bank will bear expenses for legal advice / action which may have to be taken for no lapse on the part of KFINTECH but for any genuine eventuality which may arise in connection with the issue / share transfer related work.

23) KFINTECH, on behalf of IDBI Bank, shall maintain following documents and records pertaining to Transfer activities by way of hard copies and, if required, may be stored by way of tape drives / in computers:

- a) Check-list, inward register, transfer register, buyer / sellers register with net effect as on date of approval of transfer proposals, transfer deeds, Demat / Remat requests received for processing, specimen signature cards / signature captured on signature scanner, dispatch register / postal journal, objection memos, mandates, Power of Attorney / Board Resolutions, RBI Approval in case of NRI Jumbo Transfer Deeds, in case of FIIs, Register of Members, Index of Register of Members, Annual Returns / Return of Allotment, Interest / Dividend Register / other registers and records as prescribed or may be prescribed under the Companies Act, 1956 / 2013, and Rules made thereunder, various statutes and Stock Exchange Listing provisions, if any.
- b) Correspondence with IDBI Bank, Investors, SEBI, Stock Exchange and other Statutory Authorities and Depositories and other relevant documents pertaining to transfer activities.
- c) Records pertaining to investor complaints, Board Resolution passed by IDBI Bank authorizing KFINTECH to endorse the certificates and other documents on behalf of IDBI Bank.



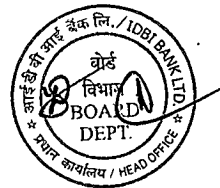
- d) Magnetic Tapes or other electronic mode of data storage containing all the data pertaining to shareholders and related transfer activities.

These records shall be maintained for a minimum period of 8 years as provided in **Regulation 15 of the SEBI (Registrars to Issue and Share Transfer Agents) Regulations, 1993, and the Companies (Preservation & Disposal of Records) Rules, 1966** and the same should be made available for inspection as and when decided by Statutes including SEBI. KFINTECH shall not destroy any data, record, stationery or any other thing/matter related to Equity Shares of IDBI Bank without concurrence from IDBI Bank. Further, such data, electronic records, etc., shall not be handed over/parted with any person, institution or any third party without specific instruction in writing from IDBI Bank.

- 24) In case of any dispute arising between IDBI Bank and KFINTECH out of or in connection with this agreement, the same shall be referred to the sole Arbitrator to be appointed by the Parties with mutual consent. The proceedings held by the Arbitrator will be in accordance with the Arbitration and Conciliation Act, 1996 and any modification and reenactment thereof. The place of arbitration shall be Mumbai. The Award of Arbitration shall be final and binding on both IDBI Bank and KFINTECH.

- 25) IDBI Bank and KFINTECH shall have right to terminate the contract by serving three months notice to the other Party.

- 26) Subject to clause 24 above, the jurisdiction shall be the courts at Mumbai.




27) THIS AGREEMENT IS THE EXTENSION OF EARLIER AGREEMENT DATED FEBRUARY 03, 2017 AND SHALL BE VALID FOR A FURTHER PERIOD OF THREE YEARS FROM 01/03/2020 TO 28/02/2023.

AND

MAY BE FURTHER RENEWED BY MUTUAL CONSENT IN TERMS OF IDBI BANK'S BOARD APPROVED TERMS AND CONDITIONS.

IN WITNESS THEREOF the Parties thereunto have set their hands on the day and year hereinabove written.

Has signed for and on behalf of
IDBI BANK LIMITED


28/02/2023
(Pawan Agrawal)


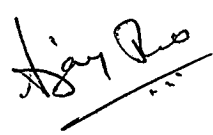
GM & Company Secretary

Has signed for and on behalf of
KFIN TECHNOLOGIES PRIVATE LIMITED


(Francis J Fernandes)

General Manager, Mumbai

Witness: 1) Smt. Jyothi B Nair
Dy.General Manager
Board Department, IDBI Bank Ltd.
2) Shri Ajay Rao
Assistant General Manager,
KFin Technologies Pvt. Ltd., Mumbai

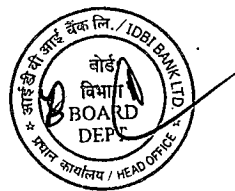
SCHEDULE - I

1. Specific Activities :

- a) KFINTECH will receive and promptly attend to correspondence received from Shareholders / IDBI Bank / Stock Exchange / SEBI / other statutory bodies and will segregate the inward mail as transfer requests, request for endorsement as fully paid up, receipt of call money, request for change of address, transmission, transposition, deletion of name, change of name, requests under Investor Education and Protection Fund (Accounting, Audit, Transfer and Refund (IEPF) Rules, 2016, other letters from investors/shareholders.

KFINTECH will inward the mail pertaining to request for transfer / transmission / transposition / other request / complaints by maintaining inward register on a day to day basis and also affix stamp containing inward number and date of receipt on all transfer deeds / letters pertaining to above request / complaints.

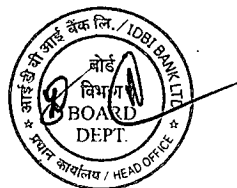
- b) IDBI Bank shall also maintain inward register to record the date of receipt of transfer requests / request for endorsement as fully paid up / correspondence from investors, SEBI / Stock Exchanges and relevant Statutes directly received by IDBI Bank at its Registered Office. IDBI Bank shall handover all the transfer requests/request for endorsement as fully paid up / other correspondence well in time under a covering letter to KFINTECH. The receipt of above documents should be acknowledged by KFINTECH.
- c) KFINTECH shall process all transfer / transmission / transposition / change of address / requests under IEPF Rules / other requests / complaints and generate check list, verify the same and correction of such data.
- d) While scrutinizing transfer deeds, KFINTECH shall verify date of presentation, transferors' particulars, certificates enclosed, transferors' signature with specimen signature record, verify the value of stamps, thumb impressions which needs to be attested by Magistrate / Bank Managers or Notarized as the case may be, and check whether all the columns including address of transferees provided in Transfer Deeds are duly filled up, etc.



- e) KFINTECH shall generate transfer numbers for each valid transfer and the same may be filled up in the column provided in the transfer deed and also folio numbers (in case of new transferees only). It shall allocate the existing folio number in such cases where the transferee is already holding shares of IDBI Bank.
- f) After verification of valid transfers, KFINTECH shall prepare transfer registers in duplicate and submit the transfer register well in advance to the share transfer committee of IDBI Bank for approval.
- g) IDBI Bank agrees to conduct share transfer committee meetings at such frequency as may be required which will enable KFINTECH to complete the transfer of securities within the stipulated time under the Companies Act, 2013 and Rules made thereunder / SEBI(LODR) Regulations, 2015.
- h) After receipt of approval of transfer proposals by the Share Transfer Committee, KFINTECH shall endorse on the back of the certificates authenticating the transfer of shares in the name of transferees. In case of endorsement by KFINTECH, IDBI Bank has already authorized KFINTECH to do so by passing a resolution in its Board Meeting.
- i) In case of endorsement of share certificates, IDBI / KFINTECH shall ensure that the authentication is done by an authorized signatory.
- j) KFINTECH shall dispatch the transferred share certificates under a covering letter. KFINTECH shall maintain postal journal / dispatch register for the dispatch of transferred certificates. The documents may indicate the date of dispatch and name of the post office where the dispatch has been made.
- k) KFINTECH will preserve all the transfer deeds in safe custody; take steps to cancel the stamps affixed on the back of transfer deeds and also cancel all blank transfer deeds signed by transferors but not used for effecting transfer.
- l) Enter the transfer details on both the seller side and the buyer side in the register of members, preparation of new ledger sheets for the Register of Members in case of new shareholders, Preparation and maintenance of Register of Members in new format prescribed under the Companies Act, 2013 and the Rules made thereunder.



- m) KFINTECH shall scrutinize the requests/documents received from the shareholders of IDBI Bank in respect of issue of duplicate share certificate/s and take necessary steps for its processing within the time limits prescribed under the various statutes/regulatory guidelines and maintain the required register as prescribed under the Companies Act 2013 and the Rules made thereunder.
- n) KFINTECH shall scrutinize the requests/documents received from the shareholders of IDBI Bank in respect of remat of shares and/or transfer of shares from Unclaimed Shares Demat Suspense Account of IDBI Bank to the account of claimant/s and take necessary steps for its processing within the time limits prescribed under the various statutes.
- o) KFINTECH may capture the signatures with the help of signature scanner and store in the computers.
- p) KFINTECH shall maintain movement register to record the date of receipt of transfer requests/request for endorsement as fully paid up/other correspondence received directly from IDBI Bank. Similarly, KFINTECH shall record the date of submission of transfer proposals to the share transfer committee of IDBI Bank for approval, date of receipt of the transfer proposal after approval, date of dispatch of share certificate/s to the shareholders after endorsement.
- q) In case of Demat of Shares, KFINTECH shall verify the Demat Request No. (DRN), Beneficiary Owners (BOs) Account No. International Securities Identification Number (ISIN), quantity, number of certificates, etc. as mentioned on the Demat Request Forms (DRFs) received electronically from respective Depositories. KFINTECH shall verify the signatures of BOs on the Dematerialization Request Form (DRF) with the specimen signatures recorded with KFINTECH. KFINTECH shall also check whether the Depository Participant (DP) authorizes the DRF. If the details do not tally, KFINTECH will reject the request and return the certificates to the respective DP under objection with a covering letter.
- r) Maintaining and providing software / web enabled module support to IDBI Bank in order to comply with the provisions of SEBI (Prohibition of Insider Trading)

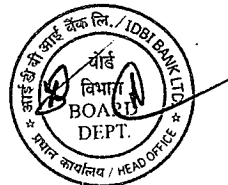


Regulations, 2015 and changes, if any, made therein from time to time as per Karvy's offer letter No. KCPL/IDBI-Fintrack/PAV dated January 12, 2015.

- s) KFINTECH hereby agrees to carry out the work related to upfront payment and Annual Folio maintenance in respect of shareholders of erstwhile United Western Bank (No. of Folios 50,000).
- t) KFINTECH agrees to comply with any other corporate actions like merger, demerger, bonus and ESOP, etc.
- u) KFINTECH shall scrutinize the requests/documents received from the shareholders of IDBI Bank under IEPF Rules and take necessary steps for its processing within the time limits prescribed by IEPF Authority under the IEPF Rules.
- v) KFINTECH shall promptly take action to align its functions with the changes/amendments, if any, notified by the regulators under various Regulation / Guideline etc. from time to time during the currency of this Agreement.
- w) If e-voting platform of KFINTECH is used, KFINTECH shall provide for the necessary software and electronic platform/system required for smooth conducting of the e-voting process including instapoll facilities at the AGM/EGM venue in terms of agreement dated 22.02.2016 executed by and between KFINTECH and IDBI Bank.
- x) KFINTECH should provide uninterrupted E-Vault services with a view to comply with provisions of SEBI Circular No. SEBI/HO/MIRSD/DOP1/CIR/2018/73 dated April 20, 2018; vide which SEBI has directed the maintenance of soft data of various physical files viz. Register of Members (ROM) master, Dividend and Reconciliation Master, Transactions, Stationery Reconciliation and reissue, etc. both by RTA & Issuer Companies at prescribed intervals.

II General

Attending and replying to correspondence regarding change of address, consolidation / split of certificate, non-receipt of Share certificates, Dividend

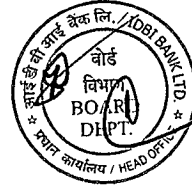
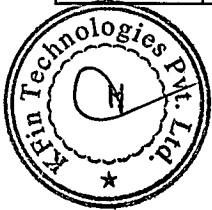


- warrants and other letters received from shareholders of IDBI Bank / SEBI / Stock Exchange / Depositories, etc.
2. Printing of new Share certificates in lieu of misplaced, lost, mutilated certificates. KFINTECH shall issue new certificates against request for consolidation or split.
 3. KFINTECH shall update all records and generate all reports and returns required for the AGM / EGM / Postal Ballot, dispatch of Annual Reports, circular letters and Notices, etc. to shareholders and or as and when required by IDBI Bank.
 4. KFINTECH shall process, print and dispatch Dividend warrants / call Notices to shareholders within mandatory time limits.
 5. In case of any Equity Share Issue/s, IDBI Bank shall inform KFINTECH and other Bodies about the record date and give sufficient time to KFINTECH to effect all transfers, update all records. In case of Rights Issue, KFINTECH shall dispatch composite application forms well in time or hand over all the required records to Registrar to Rights Issue so as to enable the Registrar to complete the Issue in time.
 6. KFINTECH shall maintain Register of Memembrs in the format prescribed under the Companies Act, 2013 and the Rules made thereunder, in electronic format. It will be kept up-to-date by incorporating changes from time to time and shall be made available immediately for inspection/verification at any point of time to the Officials of IDBI Bank.
 7. KFINTECH shall make available the records (Hard & Soft Copies) required by the Concurrent Auditors appointed by the Bank for their verification/authentication, etc.
 8. Any other reports, statements as mutually agreed upon between IDBI Bank and KFINTECH.
 9. Upon receipt of any Court Orders / Orders from Regulators, Statutory Authorities, etc. or intimation from IDBI Bank, KFINTECH shall follow and take note of necessary instructions and comply with stop transfer formalities.
 10. In respect of demat cases, IDBI Bank / KFINTECH shall be governed by the Tripartite agreement entered in this regard with the Depositories.



SCHEDULE – II
FEES AND CHARGES PAYABLE TO KFINTECH FOR
EQUITY SERVICING

Sr.No.	<u>Particulars</u>	<u>Rate (Rs.)</u>
1	Annual Folio Maintenance Charges For Physical Folio For Demat Folio Including all related reports to be submitted to the Bank on weekly basis. Maintaining Register of Members and Index of Members prescribed under the Companies Act, 2013 and Rules made thereunder.	4.60 3.45
2	Fees for transfer/transmission of shares/issue of duplicate share certificate/split/consolidation/change of name/deletion of name	Nil
3	Demat Charges	2.00
4	Remat Charges	Nil
5	Fee for Overprinting of Dividend warrants/including maintenance of dividend registers/record/reconciliation/mailing, etc./City wise bifurcation/ECS	0.60
6	Overprinting of Proxy Forms/Label for dispatch of Annual Reports/Any other communication	0.30
7	Charges for mailing Annual Report, Dividend Warrants, etc.	At Actuals
8	AGM connected activities (including Annual Return, Distribution Schedule, shareholders database on PC at AGM venue etc.)	At Actuals
9	For Insider Trading i) Annual maintenance charges	5000/- per month



	ii) Out of pocket expenses iii) Applicable levies and taxes extra	At Actuals At Actuals
10	Legal Cases Handling charges	At Actuals
11	ROM Data in CD & ANNUAL Return as per MCA format	Nil
12	Charges for e-voting facility per e-voting event as per the Agreement dated 22.02.2016 i. KFINTECH's e-voting platform is used ii. If e-voting platform of NSDL is used (a) Processing Charges of the data received from NSDL and CDSL and physical for e-voting purpose (b) Generation of reports for physical voting at the venue and consolidated reports after completion of AGM/EGM (e-voting and Instapoll)	1,50,000 lump sum per event 0.15 per shareholder 50,000/- per event
13	Charges for sending e-mail (Green Initiatives)	1.00 per e-mail
14	Godown charge for preserving old records (all old records)	1,000 per month
15	E-vault charges	10,000 per month
16	Annual Folio maintenance charges for eUWB shareholders data (50000 folios) & activities related to the upfront payment	Nil
17	Taxes	At Applicable

