

DEPT.: SECRETARIAL

REF. No. : SEC/ST.EX.STT/74/2024-25

DATE : June 18, 2024

National Stock Exchange of India Ltd., Exchange Plaza, 5th Floor, Plot No.C/1, G Block, Bandra-Kurla Complex, Bandra (E), Mumbai – 400 051. SCRIP CODE: SOUTHBANK	BSE Ltd. Department of Corporate Services (Listing), First Floor, New Trading Wing, Rotunda Building, P J Towers, Dalal Street, Fort, Mumbai – 400 001. SCRIP CODE: 532218
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Dear Madam/Sir,

Sub: Intimation under Regulation 7 of the SEBI (Listing Obligations and Disclosure Requirements), Regulations, 2015 – Tripartite Agreement entered into between Old RTA, New RTA and the Company.

Pursuant to Regulation 7 (4) & all other applicable provisions of the SEBI (Listing Obligations & Disclosure Requirements) Regulations, 2015 and in continuation to our intimation SEC/ST.EX.STT/195/2023-24 dated February 02, 2024, this is to inform you that, the Company has entered into the Tripartite Agreement with M/s Link Intime India Pvt. Ltd., Mumbai (New RTA) and M/s BTS Consultancy Services Pvt. Ltd., Chennai (Old RTA) on 12th June, 2024. The copy of the agreement is attached as Annexure.

The aforesaid information is also being hosted on the website of the Bank www.southindianbank.com.

Kindly take the same on your records.

Yours faithfully,

(JIMMY MATHEW)
COMPANY SECRETARY

Encl.: as above



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TRIPARTITE AGREEMENT BETWEEN THE ISSUER, EXISTING SHARE TRANSFER AGENT AND NEW SHARE TRANSFER AGENT

This Tripartite Agreement (hereinafter referred to as the "Agreement") is entered into on this 12th day of June 2024 at Thrissur between

THE SOUTH INDIAN BANK LIMITED, a Company incorporated and registered under the provisions of the Companies Act, 2013 or under any previous company law and having its Registered Office at **S.I.B House, T.B. Road, P.B. No. 28, Thrissur 680001, Kerala** (hereinafter referred to as the "Issuer"), which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its executors, administrators, legal representatives and successors in title, as the case may be, of the First Part;



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69912 VALUE 1000/-
23.02.2024

ROSY. K. JOSE
VENDOR No: 44
T.B. ROAD THRISSUR

The South Indian Bank Ltd
Secretarial Dept Headoffice
Thrissur



And

BTS CONSULTANCY SERVICES PVT. LTD, the Existing STA (Securities and Exchange Board of India registered share transfer agent) and having its Registered office at **F1, First Floor, VBN Flats, No.17 (Old-15) Thirumurthy Street, T Nagar, Chennai – 600017** (hereinafter referred to as the "Existing STA"), which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its executors, administrators, legal representatives and successors in title, as the case may be, of the Second Part,

And

LINK INTIME INDIA PVT LTD, the New STA (Securities and Exchange Board of India registered share transfer agent) and having its Registered office at **C -101, 247 Park, L B S Marg, Vikhroli West, Mumbai 400083** (hereinafter referred to as the "New STA"), which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its executors, administrators, legal representatives and successors in title, as the case may be, of the Third Part:

WHEREAS

1. The Issuer is listed on BSE Ltd. and National Stock Exchange of India Ltd and has 12,26,450 number of shareholders as on 31-05-2024 and has to render services relating to transfer, transmission etc, in accordance with its Article of Association.
2. The Issuer had an original agreement dated 17th September 2007, which is further renewed with supplementary agreements with the Existing STA to render services to its shareholders. The Issuer vide its letter dated **November 22, 2023** has given notice to the Existing STA to discontinue its services and has appointed New STA w.e.f. **February 2, 2024** as per the Board Resolution dated **November 20, 2023**
3. The New STA is a Securities and Exchange Board of India registered share transfer agent having registration no: **INR000004058** and the Issuer has approached the New STA to act as its share transfer agent and the New STA has accepted the assignment.
4. In terms of regulation 9A (1) (b) Securities and Exchange Board of India (Registrar to an Issue and Share Transfer Agent) Regulations, 1993, the New STA and the Issuer have entered into an agreement dated **February 23, 2024**
5. In terms of regulation 7(4) of Securities and Exchange Board of India (Listing Obligation and Disclosures Requirements) Regulations, 2015, the Issuer is required to enter into an Agreement with the Existing STA and New STA at the time of change of the Existing STA.



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NOW THEREFORE the Issuer, the Existing STA and the New STA do hereby agree as follows:

6. The cut-off date for the purposes of this agreement shall be **January 19, 2024** and the discontinuation of work by the Existing STA shall be **January 19, 2024** which shall be mutually agreed among the parties. The parties may agree on different cut-off dates for different activities which shall be specified in the Annexure.
7. In terms of Clause 23 of Code of Conduct for Registrar to an Issue and Share Transfer Agents as given in Schedule III of regulation 13 of Securities and Exchange Board of India (Registrars to an Issue And Share Transfer Agents) Regulations, 1993, the Existing STA has handed over all the records/ data and documents which are in its possession in its capacity as a share transfer agent to the New STA/ Issuer, within one month from the date of termination of agreement of Existing STA/ date of appointment of New STA.
8. The Issuer has obtained "No Objection Certificate" (in prescribed format of the depositories) from Existing STA. (If any regulatory order has been passed against Existing STA, "No Objection Certificate" from Existing STA for shifting of ISIN will not be required.) and has paid all outstanding dues to existing STA after handover.
9. The Issuer had appointed an independent auditor to carry out sample check of the records/ data and documents to be handed over by Existing STA. It shall be responsibility of the Existing STA to certify and ensure completeness of all records of the Issuer (stored in Physical and/or electronic form) at the time of handover.
10. The Existing STA had allowed the auditors appointed by the Issuer and New STA to inspect the records/ data and documents to be handed over to the New STA/ Issuer.
11. The Existing STA has handed over the records/ data and documents of previous 3 years to New STA prior to the cut-off date and rest of the records/ data and documents, if any, have been handed over to the Issuer.
12. The Issuer and the Existing STA have ensured that all records/ data and documents along with computer data have been properly handed over to the New STA.
13. The Existing STA had handed over the check list as per Annexure-I to the New STA prior to the audit. The Existing STA has handed over the records/ data and documents (as per Annexure-I) duly catalogued and indexed to the New STA under intimation to the Issuer. The Existing STA has elaborately listed out all the missing records/ data and documents in the Annexure-I enclosed. The Existing STA has also mentioned whether the said records/ data and documents were missing at the time of their appointment as share transfer agent or the same were handed over to them by the Issuer/ previous share transfer agent and records/ data and documents have been subsequently misplaced at their end.
14. The New STA has acknowledged the receipt of the records/ data and documents and has performed a sample check on the records/ data and documents.
15. The discrepancies, if any, have been brought to the notice of Existing STA and the Issuer and have been incorporated in the Annexure-I.

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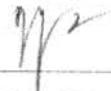


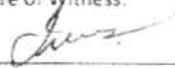
16. The capital reconciliation of the Issuer (i.e. Issued Capital = NSDL holding + CDSL holding + physical shareholding) has been carried out by the New STA. The Existing STA has provided such capital reconciliation for data being handed over as on cut-off date.
17. The New STA shall process various investor requests by using the data as provided by the Existing STA in good faith.
18. The Existing STA has provided its full co-operation to resolve the discrepancies in the records/ data and documents and has provided reasonable and clear explanation for discrepancies in the records/ data and documents, if any.
19. The Existing STA has extended necessary co-operation for shifting of ISIN to New STA as also for conversion of soft data as per file formats required for seamless loading by the New STA, to resolve gaps and/ or discrepancies observed in the records/ data and documents being handed over.
20. The Existing STA has fully co-operated with the New STA and Issuer during the transition period for the change of share transfer agent.
21. The Existing STA has performed all the activities of share transfer agent till cut-off date.
22. All the liabilities/ responsibilities prior to cut-off date pertaining to share transfer work shall be borne by the Issuer/ Existing STA, as applicable. The New STA will not under any circumstance be held liable/ responsible for the said period. Similarly, the Issuer/ New STA, as applicable, will take responsibility for all actions pertaining to share transfer work after the cut-off date and shall be held responsible for any liability arising thereafter, except for the liability that may arise on execution of the activities in good faith, based on the data received from the Issuer/ Existing STA.
23. After handing over the records/ data and documents, the Existing STA shall preserve soft copy of the data handed over to New STA for a period of 3 years and thereafter Existing STA will not be responsible for loss of any records pertaining to any such prior period.
24. The hard copy of the data /documents pertaining to physical shareholders as of cut-off date has been printed in triplicate by the Existing STA and the same has been signed by the Existing STA, New STA and the Issuer and shall be kept with each of the share transfer agent. *(In case it is not possible to print the entire share master, then the soft copy of the data as of cut-off date shall be handed over to the Issuer, New STA and the Existing STA.)*
25. This Agreement has been signed by the parties only after Existing STA has issued the "No Objection Certificate" to shift the ISIN to New STA. All the items listed in Annexure-I have been checked by the auditor appointed by the Issuer and the New STA. Annexure-I has become a part of this Agreement and has been signed by the Existing STA, New STA and the Issuer.
26. The copy of this Agreement shall be submitted by the Issuer to the stock exchange(s) wherever the Issuer shares are listed. In terms of the provisions of the Securities and Exchange Board of India (Listing Obligation and Disclosures Requirements) Regulations, 2015, intimation is required to be given to the stock exchange(s) within seven days of signing of the Agreement and the copy of this Agreement is to be tabled at the subsequent meeting of the Board of Directors of the Issuer.



27. All the disputes and the differences that may arise in future as regards this Agreement shall be resolved amicably and expeditiously and if such attempts fail, the same shall be resolved as per the provisions under law, for the time being in force.
28. The provisions of this Agreement shall always be subject to any rules, regulations, guidelines and circulars issued by Securities and Exchange Board of India and other provisions of law in force.
29. The Issuer has taken special contingency insurance policy to cover risk out of fraud, forgery, errors of commission/ omission, etc.
30. Words and expressions which are used in this Agreement, but which are not defined herein shall, unless the context otherwise requires, have the same meaning as assigned thereto in the rules and regulations of the Securities and Exchange Board of India and circulars issued thereunder.

This Agreement can be altered, amended and/ or modified by the parties mutually in writing without derogating from the contents of this Agreement. Provided however, if the rights and obligation of the parties hereto are altered by virtue of changes in rules and regulations of Securities and Exchange Board of India or bye-laws, rules and regulations of the stock exchange(s), such changes shall be deemed to have been incorporated herein in modification of the rights and obligations of the parties mentioned in this Agreement.

IN WITNESS WHEREOF the parties hereinto have set their hands on the day and year hereinabove written.

Signature of Existing STA: 	Signature of the Issuer: 	Signature of New STA: 
Name: Manikandan A R Designation: Compliance Officer Date: 12/06/2024	Name: Jimmy Mathew Designation: GM & Company Secretary Date: 12/06/2024	Name: B N Ramakrishnan Designation: Compliance Officer Date:
Address: F1 First Floor VBN Flats No17 (Old-15) Thirumurthy Street, T Nagar, Chennai - 600017	Address: The South Indian Bank Ltd. Head Office, SiB House, TB Road, Mission Quarters, Thrissur-680001	Address : Link Intime India Pvt. Ltd, C-101, 247 Park , L B S Marg, Vikhroli West, Mumbai - 400 083
Signature of Witness: 	Signature of Witness: 	Signature of Witness: 
Name: Ramesh Babu S Date: 12/06/2024	Name: Kevin Albert Date: 12/06/2024	Name: Ishwar Suvarna Date: 14/6/2024



Annexure - I

Sr. No.	Records / Data and Documents Name	Records/ Data and Documents Sr. No.		Missing Ranges	Remarks
		From	To	Fr To	
1	Physical copies of documents relating to all type of transactions including transfer/transmission, Dematerialisation/ Rematerialisation, Modifications, KYC Updating, Dividend Payment, Issue of Shares and all type of records as listed in point no. 1 to 33 as per Annexure-I, as mentioned below are maintained by the Bank.				Till 19-01-2024

While handing over the records/ data and documents, the following shall be listed in the above format.

1. Specimen signatures of the physical shareholders
2. Original Affidavits along with supporting documents for change in signatures of the holders recorded/ to be recorded by the Existing STA. KYC Forms along with supporting documents.
3. Transfer deeds/ transmission forms for securities duly transferred / transmitted along with supporting documents. Also photocopies for all objected transfer deeds/ transmission forms along with their supporting documents.
4. Pending transfer deeds along with share certificates and supporting documents, received for transfer / transmission.
5. Demat / remat request forms for already dematted/ rematted shares
6. Pending cases for demat/ remat, if any
7. Register & request documents of stop transfers, name correction, transmission, duplicate consolidation/split s/c, nomination, transfers / transmission, demat, remat etc.
8. Files for intimation to Stock Exchanges for loss of securities and data of duplicate certificates issued
9. Register of power of attorney cases along with attested copies of the POAs and their specimen signatures
10. Memorandum and Articles of Association & board resolutions for corporate bodies,
11. Register and file of mandate cases along with soft copy.
12. File of original executed indemnities, Affidavits, etc. along with all supporting documents received for duplicate certificate issue, refund
13. File of stop transfer cases, related correspondence/court injunction/ other orders, etc.
14. Soft copy of previous year's Annual Return filed with ROC.
15. Allottee registers for all issues (public/rights)
16. Non allottee registers



17. Allottee and non allottee IPO / rights applications
18. Bank schedules
19. Bulk registers
20. Register of members
21. Paid/unpaid list for refund/dividend (all years) along with soft copy.
22. Paid/unpaid list for allotment/call money along with soft copy.
23. Reconciliation of refund/dividend accounts
24. Paid warrants refund/dividend, if being stored by Existing STA
25. Paid stubs allotment/call money, if being stored by Existing STA
26. Correspondence with shareholders
27. File of legal cases/court/consumer forum/CBI /Police cases
28. Files of SEBI/NSE/BSE/ROC queries replies.
29. Undelivered postal articles (share certificates/refund/DDs/div war)
30. Original documents for nominations registered.
31. IEPF Registers
32. Clause 5A registers.
33. Last set of shareholding pattern reports including regulatory submissions (hard or soft copies)

Computer data

1. Name master
2. Certificate master
3. Transaction files (td files/demat files from beginning)
4. Allottee/non-allottee data (public/rights/ Bonus / split / merger / demerger etc...)
5. Dividend files (all years)
6. Paid/unpaid files for dividend/refund.
7. Refund files
8. Allotment/call money paid/unpaid files.
9. Signature scanned data if any (compatible with New STA system)
10. Benpos and history file of NSDL&CDSL for current financial year.
11. Occupation code list and status code list
12. Soft data unpaid dividend filed with IEPF for previous years.
13. Data of forfeited shares, if any.
14. 'stop' master.
15. All other transaction files, like transmission, duplicate certificate, master corrections etc.

Provided as per Annexure _II

Company specific information

1. List of Authorised signatories for transfer / transmission and duplicate/new share certificates. – **not received**
2. Specific work instructions including limits for Duplicate/TWLR/Issue of new certificates if any – **not received**
3. MIS reporting system. – **Yes, received**
4. Handling of monitoring reports for Insider Trading, if any. – **not received / not applicable**
5. Capital build up history with DNR ranges, along with the details of the issues - **received**
6. Copies of in principle/ listing/trading approvals from stock exchanges, if any. – **not received**
7. Additional documents, if any.

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Company information

Client Name	The South Indian Bank Limited
ISIN	INE683A01023
CIN NO	L65191KL1929PLC001017
Listed - Stock Exchange	
BSE - CODE	532218
NSE-Symbol	SOUTHBANK
Share Capital History	
Authorised Capital	400000000
Listed and Traded Share capital	2092741018
Face Value	Rs.1/-
Electronic folios	952553
Physical folios	33471
Total Folios	986024

Share Capital Control	Back Office Control	Control as per Benpo	Total Capital	As on date	Remarks
Physical capital			52501284	02.02.2024	
Shares in NSDL	1800469802	1267797569	1267797569		Difference in capital as mentioned below due to processing demat request post data hand over has been sorted out.
Shares in CDSL	239685151	772442165	772442165	03.02.2024	
Total Share Capital	2040154953	2040239734	2092741018		-84781
Folio Master	No of records in holding Master	Shares	Membership date available in master (Live)	Membership date available in master (NIL Holding folios)	Missing member date for live folios
Live Folios	24261	2092741018	0	0	24261
NIL Folios	9212	0	0	0	0
Total	33473	2092741018	0	0	0
Other folio details Live folios (Physical)	No of records				
Folios with blank address	1				
Folios with blank Name	NIL				
Folios with NO Pincode	7				
Folios with insufficient Pincode	290				
Folio with Bank details including NIL folios	16633				
Folios with PAN data (Incl NIL holding)	10890				
Folios with Email ID including nil holding	7871				
Last Folio No (in case of numeric folios only)	950016				
Folios with Nomination including nil holding	3018				
Folios with POA	NA				
Start folio No	1000001				Range will be allotted by Link
Certificate Master	No of records	Shares	difference in shares		
Live Certificates in physical form	27796	52584065	0		
Certificates in NSDL/CDSL folios	27689	2040154953	0		
Total	55485	2092741018	0		
Certificates in transaction masters for split/consolidation/duplicate/mutilated	0	0	0		
Mismatch between holding master & cert master	0	0	0		
Last Certificate No	65136 & 416275				
	From	To	No of shares		
Distinctive nos	1	2092741018	2092741018	Mention multiple ranges, if any	
Missing ranges	Nil	Nil	NA		
Last Distinctive No	2092741018	Last Certificate No	65136 & 416275		
Other folio details	No of folios	Shares	Remarks	No of Certificate	
Stop folios	185	714157		185	Folio based stop flagging
Transaction Masters	No of records	Transaction history period			
	From & To Nos	Total records	From & To Date	last transaction No	Start Transaction No at LIPL
Transfer (Physical mode)	1 - 79598	9329	22-10-2007 - 27-07-2019		1000001
Transmission	1 - 90004	4155	24-10-2007-11-06-2022		1000001
Name Deletion	NA	NA	NA	NA	1000001
Folio Consolidation	NA	NA	NA	NA	1000001
Physical to demat CDSL	1 - 811336	28021	06-11-2007 - 21-09-2021		1000001
Physical to demat NSDL	2 - 810455	24891	05-11-2007 - 28-05-2019		1000001
Demat to physical (Cdsl remat)	1 - 90	52	24-04-2008 - 19-03-2011		1000001
Demat to physical (Nsdl remat)	4 - 98	76	20-12-2008 - 29-09-2023		1000001
Issue of fresh share certificates (Replacement)	NA	NA	NA	NA	1000001
Duplicate	182 - 104311	9985	11-02-2008 - 31-01-2024		1000001
Split	1972 - 101330	140	05-12-2007 - 27-06-2023		1000001
Consolidation	5673 - 77223	33	25-06-2008 - 10-04-2019		1000001
Mutilation	NA	NA	NA	NA	1000001
Shares transferred to Suspense a/c.	17092 - 19654 19492 - 19507	38 1563	25-01-2023 - 01-03-2024 06-12-2023 - 06-12-2023		1000001
Transposition	NA	NA	NA	NA	1000001
Document Transactions					
Change of NAME	NA	NA	NA	NA	1000001
Change of address	87578 - 104108	5260	12-01-2022 - 08-01-2024	NA	1000001
Miscellaneous Correspondance	NA	NA	NA	NA	1000001
					1000001
Signature Data	Total folios	Signature available	Signature not found	Any Other software	
Live Folios	24261	23821	440		
NIL Folios	9212	9094	118		



DN / Static Data	Status	DN upload done by			
DN upload status	Y	BIS (RTA)		DN Data received	
DRN/RRN History data					
Capital History data	No of shares	Date of Allotment	No of records		
Public Issue data	Not received				IPO 1998 & FPO 2006
Rights Issue data	Data received for rights 2017				Rights: 2004 data not received
Bonus issue data	Data received for Bonus Issue 2008			Received in XLS format (phy , nsdl and cdsl , NRI)	
Amalgamation / Merger data	Not received				
Stock Split Data	Data received for Stock Split			Split Data received (PRE) XLS files (ND/CD and PHY)	
Preferential allotment data	Not received				
Buy back data	Not Applicable				
Forfeiture of shares	Not Applicable				
Exchange data	Not Applicable				
	Dividend Master				
	Final/Interim	Account No	Dividend Amount	Outstanding Amount	Recon Date
Final Dividend For The Year 2016-2017	299073000000902	721367510.00	10004212.80	31-03-2024	Live dividend data received from Company
Final Dividend For The Year 2017-2018	299073000000951	723799674.00	8795464.40	31-03-2024	
Final Dividend For The Year 2018-2019	299073000001004	452420537.75	9724382.55	31-03-2024	
Dividend data prior to FY 2016 along with unpaid dividend transferred to IPEF is pending from Company					
Other Details	No of records	Unpaid amount	date of Last Reconciliation		
Refund Master	Not Applicable				
Return undelivered	Not Applicable				
Share certificates	Not Applicable				
Dividend warrants	Not Applicable				
History Benpos data	From	To	No of benpos	No of Missing	Remarks
NSDL Benpos	01-01-2023 to 31-01-2024				BIS (RTA) will hand over history benpos as mentioned in summary to the Company
CDSL Benpos	01-01-2023 to 31-01-2024				
Reports after data conversion	Report date	Remarks			
Share holding pattern	03/02/2024	Report as on 03/02/2024			
Category wise Summary		Report as on 03/02/2024			
Stop transfer register		Report as on 03/02/2024			
Nomination/poa					
Any deviation/observation in the data conversion: As mentioned below					
Dispatch dates are not available in the system :					
Conversion date	03/02/2024				
Insta Activation Date	03/02/2024				
Conversion done by					
Conversion reviewed By					
Conversion approved by					
Client added on the Web-list by					
General Observation					
Certificate no updated DUMMY from 888881 to 888942 (62 records), received as ZERO					
21890 certificate found in duplicate (folios 107360 and CD00001), change cmo with prefix to 8021890 for CD000001					
Bankaccotype updated as Saving for null cases 5273 and 366 cases except Saving and Current					
Micr of 16 cases found in IFSC field same is updated in MICR in INSTA					
Nom Date updated as 03/02/2024 for null cases (512 records)					
Member Date will be updated through MANTIS, after migration of Transfer Data					
History Benpos prior to take over Not Received					
LOC Reminder data received in PDF					
Shareholding data as of 31-03-23 received in XLS					
MG17 data received (31/03/21, 31/03/22 and 31/03/23)					
Esos QIP2012,QUB2021 Data received					

