

**Inviting Applications
for
Selection of Registrar and Share Transfer Agent
Reference Number – 96/HO/CS/1242**

Issued by:

Company Secretary, The Nainital Bank Limited, 7 Oaks Building, Mallital, Nainital-263001

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Email- cs@nainitalBank.co.in

DISCLAIMER

The sole purpose of this advertisement is to appoint Registrar and Share Transfer Agent (“RTA”) for The Nainital Bank Limited having its Registered and Corporate Office in Nainital (herein after referred to as “Bank” for a period of five years.

The information contained in this document or information provided subsequently to the applicant/s whether verbally or in documentary form, by or on behalf of the Bank is provided to the applicant/s on the terms and conditions set out in this advertisement document and all other terms and conditions, subject to which such information is provided.

This is not an agreement and is not an offer or invitation to offer by the Bank to any parties, other than the applicants who are qualified to submit the bids (“Applicants”). The purpose of this advertisement is to provide the Applicant(s) with information to assist the formulation of their proposals. This ADVERTISEMENT does not claim to contain all the information, which each Applicant may require. Each Applicant should conduct its own investigations and analysis, and should check the accuracy, reliability and completeness of the information in this ADVERTISEMENT and wherever necessary obtain independent advice. The Bank makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this ADVERTISEMENT.

The information contained in the advertisement is selective and is subject to updating, expansion, revision and amendment. It does not purport, to contain all the information that an Applicant may require. The Bank does not undertake to provide any Applicant with access to any additional information or to update the information in the Bid document or to correct any inaccuracies therein, which may become apparent. The Bank reserves the right or discretion to change, modify, add to or alter any or all of the provisions of this advertisement and/or the bidding process, or to withdraw the advertisement, without assigning any reasons whatsoever. Such change will be intimated to all the Applicants. Any information contained in this document, will be superseded by any later written information on the same subject made available to all recipients by the Bank.

The Bank may, in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this advertisement.

The Bank reserves the right to reject any or all the expression of interest/proposals received in response to this advertisement at any stage without assigning any reason whatsoever. The decision of the Bank shall be final, conclusive and binding on all the parties.

1. Introduction

The Nainital Bank Limited is an Old Generation Private Sector Bank incorporated under Companies Act, 1913. The Nainital Bank Limited is an unlisted company/Bank and Bank of Baroda holds a majority stake (98.57%) in the Bank.

2. Objective for appointment of RTA

The Nainital Bank is an unlisted company (Bank). Ministry of Corporate Affairs (MCA), vide its notification dated September 10, 2018 has amended the Companies (Prospectus and Allotment of Securities) Rules 2014 by inserting Rule 9A therein, which mandates for issue of securities in demat form only for unlisted public companies. As per the amendment, with effect from October 02, 2018, issue of further shares and transfer of all shares by unlisted public companies shall be in dematerialized form only.

3. Eligibility Criteria

- The applicant shall be registered with SEBI as Category I Registrar and Share Transfer Agent and have certificate of Permanent Registration granted by SEBI to perform the activities of Registrar and Share Transfer Agent (Applicant to enclose certified copy of the SEBI certificate).
- The applicant should have its Operations Centre in the state of Uttarakhand. All the activities specified in scope of work will have to be carried out at the operation center at Nainital District.
- The applicant should have on line connectivity with NSDL and CDSL. (Documentary evidence to be enclosed).
- The applicant should have web based software which enables Bank as well as investors to access information online. (Documentary evidence to be enclosed).
- The applicant should have a minimum of 5 years of experience of handling the activities of Registrar and Share Transfer Agent (RTA) as on 31st March, 2018.
- The applicant should have past experience of handling Public Offers, 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).
- The Applicant should have at present minimum clientele of 20 (twenty) companies for the Registrar and Share Transfer Business as on 31st March, 2018. (Documentary evidence to be enclosed).
- There should not have been any disciplinary action initiated/contemplated/warning/penalty/suspension of business against the Applicant by the SEBI in the past 5 years. (Attach Undertaking as per enclosed format).
- There should not be any restrain 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. (Attach Undertaking as per enclosed format).
- 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. (Attach Undertaking as per enclosed format).
- Applicant should be profit making entity (Documentary evidence to be enclosed).

Scope of Work

The bidder should be capable of providing the services as per the scope of work explained under this section. The said scope of work will also be included in the agreement to be executed by the RTA. The scope of work would broadly cover the following:

1. Creation of ISIN.
2. RTA will receive and attend promptly, correspondence received from Shareholders/Company/ Stock Exchanges/SEBI/other bodies and will segregate the inward mail as transfer request, requests for change of address, transmission, transposition, deletion of name, dematerialisation, rematerialisation and other letters from the investors.
3. RTA will inward the mails pertaining to requests for transfer, requests for Change of Address, Transmission, Transposition, Deletion of Name, dematerialisation, rematerialisation and other letters 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 Transfer Deeds / Letters pertaining to above requests / inquiries.
4. The Bank shall hand over all Transfer requests, requests for Change of Address, Transmission, Transposition, Deletion of Name, dematerialisation, rematerialisation and other letters 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 RTA.
5. Processing of Transfer requests:
 - a) Acceptance of requests for transfer at the counter and issue of receipts thereof. In addition, the requests will be accepted through post, through courier and from the Bank. Acknowledgement Cards will be sent to the transferees for transfer documents received through post, through courier and from the Bank.
 - b) Detailed scrutiny of Transfer Deeds etc. which includes scrutiny of the Date of Presentation, Transfer particulars, Value of Share Transfer Stamps vis-a-vis the applicable market value, checking of signatures of the transferors with the specimen signatures, checking that thumb impressions are attested by Magistrate / Bank Manager or notarized as the case may be, checking that all the columns including the address of the transferees provided in the Transfer Deeds are duly completed, etc. The Transfer Deeds are also scrutinized vis-a-vis the Share Certificates, for correctness.
 - c) Generating Transfer Numbers for all transfers and entering the same in the column provided in the Transfer Deeds, and also Folio Numbers for valid transfers (in case of new transferees only). For the cases where the transferees are already holding shares of the Bank, allocating the existing Folio Number.
 - d) Processing of all the Transfer Deeds, including data entry, checking and validation. e) Issuing of Objection Memos, in case of Transfer Deeds, which are not in order. f) Updating the Master Files, for all the valid Transfer Deeds, and processing and printing the following documents / reports: - i. Transfer Register and other relevant reports (in duplicate). ii. Covering Letters for dispatch of duly transferred and endorsed Share Certificates to the Transferees. iii. Objection Memos for dispatch of transfers under Objection to the Transferees. iv. Seller Notices for transfers where there is slight difference between the signatures of the transferors on the Transfer deed and their specimen signatures. v. Bulk Register for dispatch of duly transferred and endorsed Share ADVERTISEMENT For Selection of Registrar and Share Transfer Agent
6. Maintaining an up-to-date reconciled balance of share capital in physical and electronic form by reconciliation with NSDL / CDSL on a daily basis.
7. Maintaining the Beneficiary Owners' Masters downloaded by NSDL/CDSL.

8. Downloading of the data for dematerialisation received from NSDL/CDSL to the Storage media of RTA for updation of Master files.
9. Uploading of data pertaining to the status of dematerialisation and rematerialisation requests to NSDL /CDSL.
10. Processing and updating of inter-depository transfers.
11. Handling and storage of dematerialized scrips (till the same are shredded) and related documents.
12. Returning the share certificate (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.
13. 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.
14. Regular Work:
 - a. Liasing with the Printers appointed by the Bank, for the pre-printed stationery items (e.g. Dividend Warrants etc.)
 - b. Maintain 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 (once a year).
 - 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 in Nainital or any other place, during the General Meetings for relevant activities such as verification of Shareholders' holdings, verification of the Shareholders' signatures in case of a poll etc.
 - f. Processing and maintaining the Register of Members after the Annual General Meeting (once a year).
 - 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.
 - Processing of Dividend Payment (including Interim Dividend).
 - Processing of the Dividend Controls based on the rate of dividend conveyed by the Bank, and submission to the Bank, for approval.
 - On Receipt of approval from the Bank, processing and printing the following reports/ documents:
 - ✓ Dividend Register
 - ✓ Dividend Warrants
 - ✓ Bulk Register/UCP etc. list for dispatch of Dividend Warrants.
 - ✓ Dispatch of Dividend Warrants to the Shareholders, by Registered Post / Under Certificate of Posting etc., as per instructions received from the Bank.
 - ✓ Processing the claims promptly for the dividends becoming due for transfer to the "Investor Education and Protection Fund". It will be the duty and responsibility of the applicant 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 Bank for payment of claims before transfer of unclaimed and unpaid dividends to the "Investor Education and Protection Fund" within stipulated timeframe.
 - Correspondence
 - ✓ 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.
- ✓ Correspondence with Shareholders in respect of their holdings.
 - ✓ Clarification of Shareholders' queries, through post/fax/email/telephone/ personal visits.
 - ✓ Communication and interaction with the Bank whenever required in respect of shareholders queries etc.
 - ✓ 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 ADVERTISEMENT For Selection of Registrar and Share Transfer Agent requested by the Bank.
 - ✓ Prompt generation of such reports as may be required by the Bank.
 - In case of issues of shares e.g. Rights/Bonus Issue etc., 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.
 - 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. Companies Act, 2013, Banking Regulation Act, 1949 and SEBI Act (wherever applicable).
 - RTA should provide entire data of shareholder including addresses, email ids and signature as and when required by the Bank without any cost.
 - Green Initiative: All activities pertaining to Green Initiative.
 - Any other RTA related work\

Terms and Conditions

- a) The bidders will have to submit the technical and commercial offers/bids in physical copy by hand delivery or authenticated soft copy by e-mail.
- b) Bank will not accept any deviations from the terms and conditions specified in the APPLICATION. Deviations could result in disqualification of the offer made by the bidder at the discretion of the Bank. Any deviations to be given shall be vested with the Bank.
- c) The appointment shall be for a period of five years commencing from the date of appointment
- d) Bank can terminate the contract by serving 3 months' notice to the other party.
- e) The Management of the Bank has a right to add/delete/change all or any of the advertisement For Selection of Registrar and Share Transfer Agent aforesaid condition while entering into the final agreement with the RTA.
- f) All the licenses, registrations, approvals, sanctions, authorizations issued by any governmental, semi-governmental, statutory/regulatory bodies/authorities are in force and will remain in force during the currency of the arrangement to be entered into between the parties.

Right to Reject Applications

Bank reserves the absolute and unconditional right to reject the Applications if it is not in accordance with terms and conditions and no correspondence shall be entertained by the Bank in the matter. The Application is liable to be rejected if it is not in conformity with the instructions mentioned in the Application document and if it is received through any mode other than the prescribed mode

Indemnity

The successful bidder shall exercise reasonable skill, care and diligence and keep 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 selected bidder or its staff, agents or permitted subcontractors in relation to the

performance or otherwise of the services under the contract. The Selected applicant shall execute Indemnity Bond to this effect in the format as per Annexure C.

Contract period

The duration of agreement with RTA will be 5 years. Notwithstanding the contract period of 5 years, Bank reserves right to re-tender at any time during the contract period for selection of new RTA.

Payment Terms

The fees of the RTA will be exclusive of all applicable taxes. TDS as applicable will be deducted by the Bank at the time of release of payment. Payment will be made on quarterly basis at the end of quarter and/or upon submission of Invoices.

Governing Law and Resolution of Disputes

The Bid and the subsequent contract with the selected applicant shall be governed in accordance with the Laws of India and will be subject to the exclusive jurisdiction of courts in Nainital (Uttarakhand).

All disputes and differences of any kind, whatsoever, between the applicant and the Bank, arising out of or in relation to the construction, meaning, operation or effect of the contract, shall be settled amicably by both Bank and the applicant. If after thirty days from the commencement of such informal negotiations, Bank and the bidder are unable to resolve amicably a contract dispute; either party may require that the dispute be referred for resolution by formal arbitration.

Force Majeure

There shall be no liability or responsibility, on the part of both the Bank and the applicant for the consequences arising out of the interruption of the acts of God, Riots, Civil commotion, Insurrections, Wars or any other causes beyond their control or by any strikes or lock outs. Any such interruption due to Force Majeure should be informed by the applicant to the Bank in writing within two days of such event.

Confidentiality

This document contains information confidential and proprietary to the Bank. Additionally, the bidders will be exposed by virtue of the contracted activities to the internal business information of the Bank. Disclosures of receipt of this Application or any part of the aforementioned information to parties not directly involved in providing the services requested could result in the disqualification of the bidders, premature termination of the contract, and/or legal action against the bidders for breach of trust.

Selected bidder will have to sign a legal non-disclosure agreement with the Bank before starting the project as per Annexure-D.

The bidder (and his employees) shall not, unless the Bank gives permission in writing, disclose any part or whole of this APPLICATION document, of the proposal and/or contract, or any specification, plan, drawing, pattern, sample or information furnished by the Bank (including the users), in connection therewith to any person other than a person employed by the bidder in the performance of the proposal and/or contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance. The employees or the third party engaged by the bidder will maintain strict confidentiality.

The bidder, his employees and agents shall not, without prior written consent from the Bank, make any use of any document or information given by the Bank or its authorized personnel, except for purposes of performing the contract award.

In case of breach the Bank shall take such legal action as it may be deemed fit. The above obligation will survive even in case of termination/completion of agreement period.

Termination for default

Without prejudice to any other remedy for breach of contract, Bank by written notice of default sent to bidder may terminate the contract in whole or in part,

- I. If the RTA becomes insolvent
- II. If the RTA fails to perform obligation(s) under the Contract.
- III. If the RTA in the Judgment of Bank has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- IV. In the event Bank terminates the Contract in whole or in part, Bank may procure similar services, upon such terms and in such manner as it deems appropriate and the RTA shall be liable to Bank for any excess costs for such similar services. However, the RTA shall continue performance of the Contract to the extent not terminated.

Other terms and conditions

- a) In case any information furnished during the bidding process is found to be incorrect, Bank will not only be summarily rejecting the current bid but the company itself may be blacklisted from any future bidding with the Bank. The Bank may share such information with Indian Bank's Association (IBA), which is the voluntary representative body of all Banking institutions in the country, who, in turn, may share the information among its member institutions.
- b) Any effort by a applicant to influence the bid award decisions may result in forthwith rejection of the Bidder's Bid.
- c) The original and all copies of the Bid shall be type written and shall be signed by a person or persons duly authorized to bind the applicant to the contract.
- d) Decision as to any arithmetical error manifest or otherwise in response to Application Document shall be decided at the sole discretion of the Bank and shall be binding on the Applicant. Any decision of the Bank in this regard shall be final, conclusive and binding on the Bidder.
- e) If there is a discrepancy between words and figures, the amount in words shall prevail.
- f) The Bank may waive any minor defect or nonconformity or irregularity in a Bid, which does not constitute a material deviation, provided such waiver, does not prejudice or affect the relative ranking of any Bidder.
- g) The Applicant shall bear all costs and expenses associated with the preparation and submission of its Bid and the Bank shall in no case be held responsible or liable for these costs, regardless of the conduct or outcome of the bidding process For Selection of Registrar and Share Transfer Agent.
- h) The Bank reserves the right in its sole discretion of inclusion of any addendum to this entire Bid process. The Bidders shall not claim as a right for requiring the Bank to do the aforesaid.

The Nainital Bank Limited

Application for Registrar and Share Transfer Agent Work

No.	Information	Particulars
1.	Name of the Company	
2.	Date of Incorporation	
3.	Constitution of the Company, i.e. Pvt. Limited/ Public Limited (Please submit Copy of incorporation certificate)	
4.	Registered Office & Corporate Office Address with following details - E-mail address Telephone Number Fax number	
5.	Address of Service Centre/Representative Office in Uttarakhand including following details - E-mail address Telephone Number Fax number	
6.	SEBI Registration Number, Validity and Category. (Please submit self-attested copy of SEBI Certificate.)	
7.	Income Tax PAN	
8.	Relevant GST Number/s	
9.	Background of the Proprietor/Promoter/ Director/s	
10.	Net worth of the Company [as per Audited Accounts/Auditor's Certificate] as on 31.03.2018	
11.	Number of Companies being served by the RTA	
12.	Details of law personnel to handle legal Work in your company.	
13.	Approx. Number of Manpower you propose to provide for Shareholders of The Nainital Bank Limited.	
14.	Do you have direct connectivity with CDSL/NSDL? (Documentary evidence to be enclosed).	

15.	Whether you are providing Web based/ Mobile Based services to clients as well as investors to access information online? If yes, please give details of services to clients as well as investors to access information online? If yes, please give details. (Documentary evidence to be enclosed).	
16.	Details of major Initial/Follow Offer, Rights Issue, Bonus Issue, Preferential Issue, QIP Issue of its clients handled by the Bidder and its related activities such as assisting in Annual/ Extra-Ordinary General Meeting, Election of Directors, E-Voting etc. during last 5 years year wise. (Documentary evidence to be enclosed).	
17.	Experience of 5 Years (Attached)	
18.	Whether any disciplinary action contemplated /warning/penalty/suspension order issued against the bidder by the SEBI in the past 5 years. (Attach Undertaking as per enclosed format).	
19.	Creation of ISIN Maintenance Charges 1. For Physical folio 2. For Electronic folio This includes entire range of manual work as well as the computer processing work for shares of the Bank including Transfer, Transmission, Issue of Duplicate Share Certificates, Split, Remat/Demat of Shares, Name Deletion etc. Registration of Power of Attorneys, Transactions like change of addresses, Bank mandate, all type of correspondence with shareholders (by letter or e-mail), generation of various reports/ statements/data as requested by the Bank both in soft and hard copy, Maintenance of Register of Members and Inspection of Register by the Shareholders/RBI or Govt. Authorities and providing extract of Register of Members to Shareholders. Attending to complaints/grievances of shareholders. Processing & Providing Email IDs of Shareholders.	
20.	Maintenance of communication links with Fixed Annual NSDL/CDSL.	
21.	Fees for Dividend Processing, Issue of Duplicate dividend warrants and Reconciliation of Dividend Accounts.	
22.	Fees for Data Processing for upload of Unpaid DW data in MCA site and Bank website	

23.	Fees for assisting the Bank for conduct of AGM/EGM This includes all connected activities related to General Meeting, including E-Voting and Polling related activities. Providing Shareholder Database on PC at AGM/EGM venue, Marking of attendance shareholders for AGM/EGM, Checking of Nomination Forms & Proxy Forms etc.	
24.	Charges if any, not specifically mentioned above (Specify each with rates)	

We agree to abide by all the terms and condition of tender.

Signature of the Applicant with Stamp

(To be submitted on the letter head of the Bidder)

To,
Company Secretary
The Nainital Bank Limited
7 Oaks Building
Mallital
Nainital-263001

Dear Sir,

Re: Undertaking for acting as Registrar and Share Transfer Agent.

1. We have gone through the Application Document for selection of Registrar & Share Transfer Agent of The Nainital Bank Limited, we offer to undertake the services in conformity with your requirements and the terms and conditions for the same.
2. We confirm that there has not been any disciplinary action initiated or contemplated/warning/penalty/suspension order issued against the applicant by SEBI during the last five years.
3. We confirm that none of the directors or principal officers of the bidder has been convicted of any offence involving moral turpitude or has been found guilty of any economic offence.
4. We agree to identify and designate an official of senior rank who shall be responsible for the compliance of acts, rules and regulations, notifications, guidelines, instructions etc., issued by SEBI, Central Government for redressal of investor's grievances or relevant to RTA activities.
5. We further agree to maintain and preserve the records as per SEBI Regulation/Operational Guidelines/applicable to Registrar and Share Transfer Agent.
6. We undertake to complete all the activities whether specified or not, which are necessary for satisfactory completion of RTA Work and/or is statutorily expected to be done under the Companies Act, 2013 (erstwhile 1956) or any other applicable law and/or guidelines issued by SEBI/Stock Exchanges/ Government/Capital Market Practice(s), etc.
7. That this undertaking shall be irrevocable and shall be binding on us and our successors and assigns and shall be in full force and effect during the currency of the arrangement entered into between the parties.
8. We undertake not to disclose any confidential information pertaining to the Bank to third parties without written consent of the Bank in this regard.
9. We undertake to indemnify the Bank against all losses/damages suffered by the Bank due to any negligent action on the part of RTA/its officers.
10. We undertake to execute the bipartite/tripartite agreement(s) as per the requirements in the prescribed format of SEBI/Bank on selection.
11. We undertake that each of the representations in the section "Representations and Warranties" are true and correct in all material respects as of the date of signing of this undertaking and that none of them omits to state any matter which makes any of such representations misleading in any material respect;

Signature of the Bidder with Stamp

Date:

Place:

INDEMNITY BOND

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

The indemnity bond made on theday of.....2018 by M/s. _____ (Name of the Selected Applicant) a body corporate registered under the Companies Act, 2013 (erstwhile 1956) having its Registered Office at.....and Branch Office/Corporate Office at (hereinafter referred to as the 'Registrar and Share Transfer Agent') in favour of The Nainital Bank Limited, a body corporate constituted under the Companies Act, 2013 (erstwhile 1913/1956), having its head office at 7 oaks Building, The Nainital Bank Limited, Mallital, Nainital-263001.

WHEREAS M/s (Name of the Selected Applicant) entered into an Agreement dated with The Nainital Bank Limited (hereinafter called the said "RTA AGREEMENT") for acting as the Registrar and Share Transfer agents of The Nainital Bank Limited on the terms and conditions mentioned therein for a period of five years.

Now, therefore this indemnity bond witnesses as follows:

That in performance of the assignment as per the RTA Agreement, the Registrar and Share Transfer Agent shall exercise reasonable skill, care and diligence and keep The Nainital Bank Limited 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 share 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 Share Transfer Agent through its Authorized Representative, in the presence of witnesses.

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

Note – Please attach documentary evidence of proof for authorized representative.

NON-DISCLOSURE AGREEMENT

This Agreement made and entered into at Nainital, this day of 2018 BETWEEN The Nainital Bank Limited incorporated under Companies Act, 2013 (erstwhile 1956) having its Head Office at 7 Oaks Building, Mallital, Nainital-263001 (which expression unless repugnant to the context or meaning thereof be deemed to include its successors and assigns) of the ONE PART;

AND

.....a company registered under the Companies Act, 2013 (erstwhile 1913/1956) and having its Registered Office at(hereinafter referred to as " RTA" (which expression unless repugnant to the context or meaning thereof be deemed to include its successors and assigns) of the OTHER PART.

The Nainital Bank Limited and are hereinafter collectively referred to as "the Parties" and individually as "the Party".

WHEREAS

The Nainital Bank Limited intends to engage the services of M/s (RTA) as Registrar and Share Transfer Agent. In the course of such services, it is anticipated that each party may disclose or deliver to the other certain or some of its trade secrets or confidential or proprietary information, for the purpose of enabling the other party to perform the services (hereinafter referred to as "the Purpose").

NOW, THEREFORE, THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. Confidential Information: "Confidential Information" means all information disclosed/ furnished by either of the Parties to another Party in connection with the business transacted/to be transacted between the Parties. Confidential Information shall include any copy, abstract, extract, sample, note or module thereof.

The Receiving Party may use the Confidential Information solely for and in connection with the Purpose.

Notwithstanding the foregoing, "Confidential Information" shall not include any information which the Receiving Party can show: (a) is now or subsequently becomes legally and publicly available without breach of this Agreement by the Receiving Party, (b) was rightfully in the possession of the Receiving Party without any obligation of confidentiality prior to receiving it from the Disclosing Party, (c) was rightfully obtained by the Receiving Party from a source other than the Disclosing Party without any obligation of confidentiality, (d) was developed by or for the Receiving Party independently and without reference to any Confidential Information and such independent development can be shown by documentary evidence, or (e) is disclosed pursuant to an order of a court or governmental agency as so required by such order, provided that the Receiving Party shall, unless prohibited by law or regulation, promptly notify the Disclosing Party of such order and afford the Disclosing Party the opportunity to seek appropriate protective order relating to such disclosure.

2. Non-disclosure: The Receiving Party shall not commercially use or disclose any Confidential Information or any materials derived therefrom to any other person or entity other than persons in the direct employment of the Receiving Party who have a need to have access to and knowledge of the Confidential Information solely for the Purpose authorized above. The Receiving Party may

disclose Confidential Information to consultants only if the consultant has executed a Non-disclosure Agreement with the Receiving Party that contains terms and conditions that are no less restrictive than these. The Receiving Party shall take appropriate measures by instruction and written agreement prior to disclosure to such employees to assure against unauthorized use or disclosure. The Receiving Party agrees to notify the Disclosing Party immediately if it learns of any use or disclosure of the Disclosing Party's Confidential Information in violation of the terms of this Agreement.

3. **Publications:** Neither Party shall make news releases, public announcements, give interviews, issue or publish advertisements or publicize in any other manner whatsoever in connection with this Agreement, the contents / provisions thereof, other information relating to this Agreement, the Purpose, the Confidential Information or other matter of this Agreement, without the prior written approval of the other Party.
4. **Term:** This Agreement shall be effective from the date hereof and shall continue till expiration or termination of this Agreement due to cessation of the business relationship between The Nainital Bank Limited and RTA. Upon expiration or termination as contemplated herein the Receiving Party shall immediately cease any and all disclosures or uses of Confidential information; and at the request of the Disclosing Party, the Receiving Party shall promptly return or destroy all written, graphic or other tangible forms of the Confidential Information and all copies, abstracts, extracts, samples, notes or modules thereof.
5. The obligations of the Receiving Party respecting disclosure and confidentiality shall continue to be binding and applicable without limit in point in time except and until such information enters the public domain.
6. **Title and Proprietary Rights:** Notwithstanding the disclosure of any Confidential Information by the Disclosing Party to the Receiving Party, the Disclosing Party shall retain title and all intellectual property and proprietary rights in the Confidential Information. No license under any trademark, patent or copyright, or application for same, which are now or thereafter may be obtained by such Party is either granted or implied by the conveying of Confidential Information. The Receiving Party shall not conceal, alter, obliterate, mutilate, deface or otherwise interfere with any trademark, trademark notice, copyright notice, confidentiality notice or any notice of any other proprietary right of the Disclosing Party on any copy of the Confidential Information, and shall reproduce any such mark or notice on all copies of such Confidential Information. Likewise, the Receiving Party shall not add or emboss its own or any other any mark, symbol or logo on such Confidential Information.
7. **Return of Confidential Information:** Upon written demand of the Disclosing Party, the Receiving Party shall (i) cease using the Confidential Information, (ii) return the Confidential Information and all copies, abstract, extracts, samples, notes or modules thereof to the Disclosing Party within seven (7) days after receipt of notice, and (iii) upon request of the Disclosing Party, certify in writing that the Receiving Party has complied with the obligations set forth in this paragraph.
8. **Remedies:** The Receiving Party acknowledges that if the Receiving Party fails to comply with any of its obligations hereunder, the Disclosing Party may suffer immediate, irreparable harm for which monetary damages may not be adequate. The Receiving Party agrees that, in addition to all other remedies provided at law or in equity, the Disclosing Party shall be entitled to injunctive relief.
9. **Entire Agreement, Amendment, Assignment:** This Agreement constitutes the entire agreement between the parties relating to the matters discussed herein and supersedes any and all prior oral discussions and/or written correspondence or agreements between the parties. This Agreement may be amended or modified only with the mutual written consent of the parties. Neither this Agreement nor any right granted hereunder shall be assignable or otherwise transferable.
10. **Governing Law:** The provisions of this Agreement shall be governed by the laws of India.
11. **General:** The Receiving Party shall not reverse-engineer, decompile, disassemble or otherwise interfere with any software disclosed hereunder. All Confidential Information is provided "as is". In no event shall the Disclosing Party be liable for the inaccuracy or incompleteness of the

Confidential Information. None of the Confidential Information disclosed by the parties constitutes any representation, warranty, assurance, guarantee or inducement by either party to the other with respect to the fitness of such Confidential Information for any particular purpose or infringement of trademarks, patents, copyrights or any right of third persons.

IN WITNESS WHEREOF, the Parties hereto have executed these presents the day, month and year first hereinabove written.

For and on behalf of

The Nainital Bank Limited (Authorised Signatory)

For and on behalf of (Authorized Signatory)

Note – Please attach documentary evidence of proof for authorized representative.