

**BI-PARTITE AGREEMENT FOR AVAILING SERVICES OF ELECTRONIC VOTING PLATFORM OF LINK INTIME INDIA PVT. LTD.**

This Agreement made and entered into on this 14<sup>th</sup> day of February, 2020, at Mumbai between ACCORD SYNERGY LIMITED a Company incorporated and registered under the provisions of The Companies Act, 1956/2013 and having its Registered Office Address 302, Shine Plaza, Race Course, Vadodara-390007 (hereinafter referred to as "**Company**" which expression shall unless it be repugnant to the context or meaning thereof mean and include its successors and permitted assigns) of the **First Part;**

**AND**

**Link Intime India Private Limited, a Company incorporated under the Companies Act, 1956 and** having its Registered Office at: At C -101, 247 Park, L.B.S Marg, Vikhroli West, Mumbai - 400 083 (hereinafter referred to as "**R & T Agent**" and a service provider on "**E-Voting Platform**"/"**LI IPL**" and collectively referred to as "LI IPL" which expression shall unless it be repugnant to the context or meaning thereof mean and include its successors and permitted assigns) of the **Second Part;**

**WHEREAS**

1. The Ministry of Corporate Affairs (MCA), Government of India has authorized LI IPL for providing electronic platform for voting;
2. LI IPL has established a facility for the shareholders/members of the Company to record their votes by electronic mode (e-Voting) as permitted under The Companies Act, 1956 / The Companies Act, 2013 and Rules made thereunder, instead of voting personally by presenting for transacting businesses of the Company by using a computer based machine to display an electronic ballot and to record the vote and also the number of votes polled in favor or against the resolution. Such votes get registered and counted in the electronic registry in a centralized server;
3. LI IPL electronic voting platform has received a certificate from the Standardization Testing and Quality Testing (STQC) Directorate, Department of Information Technology, Ministry of Communication and IT, Government of India
4. The Company is desirous of providing to its shareholders / members the e-Voting facility and has approached LI IPL to use the LI IPL facility for the shareholders / members of the Company to record their votes by electronic mode instead of voting personally by presenting for transacting businesses of the Company by using a computer based machine to display an electronic ballot and to record the vote and also the number of votes polled in favor or against the resolution such that the entire voting gets registered and counted in an electronic registry in a centralized server.
5. LI IPL has agreed to provide to the Company the facility to use the LI IPL electronic voting platform to enable the shareholders / members of the Company to record their votes by electronic mode instead of voting personally by presenting for transacting businesses of the Company by using a computer based machine to display an electronic ballot and to record the vote and also the number of votes polled in favor or against the resolution.



Nav Jeevan Co-op. Bank Ltd  
Authorized Signatory  
THE NAV JEEVAN CO-OP. BANK LTD  
KESHAVA NIRMAL, GROUND FLOOR  
CHARTERED CO-OP HS&G SOC.LTD  
PLOT NO. F-3, KOPRI COLONY  
THANE (E) - 400603  
43317  
196634  
SPECIAL  
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such that the entire voting gets registered and counted in an electronic registry in a centralized server.

**NOW THEREFORE** all parties hereto are desirous of reducing the terms into writing and have entered into this agreement for the purpose of defining the inter se roles and responsibilities as specified hereunder:

**I. Obligations of the Company:**

- a) Company shall be responsible for compliance with the provisions of The Companies Act, 2013, other laws, Statutes, Rules & Regulation made thereunder governing e-Voting.
- b) Company is aware that LIIP is providing services for conducting e-Voting by the shareholders/members of the Company and it is the responsibility of the Company to ensure that the process used for e-Voting is in conformity with the prevalent rules prescribed for voting.
- c) Company shall intimate to its shareholders/members rules, timelines and schedule of e-Voting and ensure compliance by its shareholders/members.
- d) The Company shall furnish a list of authorized officials who shall represent and interact on behalf of the Company with LIIP and any changes including additions/deletions thereof shall be communicated to LIIP.
- e) Company shall not withdraw from the agreement during the process of e-voting. In the event it decides to do so, it shall be solely responsible for consequences thereof including but not limited to the resolution of complaints/ claims of its shareholders/members, if any.
- f) Company shall inform LIIP the details of the scrutinizer appointed by the Company and also the detailed timelines/schedule of e-voting to enable LIIP to adhere to the timelines.
- g) Company shall pay to LIIP, the charges for providing aforesaid services as may be agreed upon, mutually.
- h) Loss or any claim made regarding compromise of password security shall not be attributable to LIIP.

**II. Obligations of LIIP as "R & T Agent" and "a service provider on E-Voting Platform":**

- a) LIIP shall not withdraw from the agreement during the process of e-Voting. In the event if it decides to do so, it shall be solely responsible for consequences thereof including but not limited to the resolution of complaints/ claims of shareholders/ members of the Company, if any.
- b) LIIP shall arrange for the software and the system required for conducting e-Voting to enable the shareholders/ members of the Company to cast their vote(s).
- c) LIIP shall monitor the schedule of e-Voting and the timelines prescribed by the Company.
- d) LIIP shall furnish a list of authorized officials who shall represent and interact on behalf of the LIIP with the Company and any changes including additions/deletions thereof shall be communicated to the Company.
- e) LIIP electronic voting platform shall capture the votes polled by the shareholders/ members on each resolution and arrange for access to the scrutinizer appointed by the Company in a secure manner for ensuring fair and transparent voting/ ballot process.
- f) The results of the votes will be downloaded to the Scrutinizer/ Authorized agent appointed by the Company subject to receipt of payment as mutually agreed.
- g) LIIP will provide the final data containing the details of the Registrar of Members (submitted by the Company), the resolutions uploaded / updated by the Company and the details of the votes polled within 30 days from the close of vote or such time as





may be mutually agreed in writing. Thereafter, the data would be deleted / purged from the E-voting platform and the same will be maintained by LI IPL in the capacity of R&T Agent of the Company..

- h) LI IPL shall ensure confidentiality of the information /data of the Company in respect of its shareholders/members, and shall not divulge it to any third party except where it is required or directed in writing by any court, tribunal, Central or State Government, or any other judicial or regulatory authority empowered by law in that behalf or as may be required for compliance with any obligations in law.
- i) LI IPL shall not use the information /data of the Company in respect of its shareholders/members for any other purpose unless prior approval of the Company is obtained in this regard.
- j) LI IPL shall generate the password for each of the shareholders/members to ensure non-duplication of voting.
- k) LI IPL recognizes that in the course of this agreement, it may be privy to certain confidential information relating to the Company data, records, documents & LI IPL agrees to keep all such information & other material passing from the Company to LI IPL as confidential & shall not divulge the same to any person & shall not use such information other than for the purpose of this agreement. LI IPL will take all steps to protect the integrity of the data/information to prevent its unauthorized disclosure/use & shall be responsible for the maintenance of confidentiality by its employees.

**Other Obligations:**

- a) The Company and LI IPL shall be responsible for all the queries/grievances of Shareholders relating to the e-Voting.
- b) The Company or LI IPL on Company request shall upload the Register of shareholders in the e-Voting system and the Company shall communicate to LI IPL sufficiently in advance the schedule of voting to enable to adhere to timelines prescribed.
- c) The Company or LI IPL on Company request shall be responsible for intimating the PIN mailer to the shareholders whose valid e-mail IDs are not available in the e-Voting system of LI IPL.
- d) The Company shall be responsible for the privacy of the passwords received from LI IPL for sending PIN mailer to shareholders. The Company agrees that strict confidentiality will be maintained in handling the passwords of the shareholders.
- e) The Company and LI IPL agree that the password for e-Voting in respect of demat accounts / folios in joint holding pattern, shall be sent to the first holder.

**6. Indemnity:**

LI IPL shall indemnify the Company for any loss caused to or any claims made against the Company due to non-fulfillment of its obligations under the agreement by LI IPL. However, liability of LI IPL shall be limited to the payment received by it for the services rendered under this agreement.

Company shall indemnify LI IPL for any loss caused to or any claim lodged against LI IPL, due to non-fulfillment of its obligations under the agreement by the Company.

**7. Fees:**

The charges for providing the service by LI IPL shall be separately agreed upon based on the volume of transactions /data.

**8. Termination:**

Each party can terminate this agreement after giving a prior notice of 30 days to the other party. Unless terminated by either party, this agreement shall continue and remain in force.





**9. Service of Notice:**

Any notice or communication required to be given under this Agreement shall not be binding unless the same is in writing and shall have been served by delivering the same at the address set out hereinabove or such other address as may be notified against a written acknowledgement of receipt thereof or by sending the same by pre-paid registered post at the aforesaid address or transmitting the same by facsimile transmission, electronic mail or electronic data transfer at number or address that shall have been previously specified by the party to be notified.

Notice given by hand delivery shall be deemed to be delivered at the time of delivery.

Notice sent by post in accordance with this clause shall be deemed to be given at the commencement of business of the recipient of the notice on the fifth working day next following its posting.

Notice sent by facsimile transmission, electronic mail or electronic data transfer shall be deemed to be given at the time of its actual transmission.

**10. Force Majeure:**

Notwithstanding anything contained herein, neither party hereto shall be liable to indemnify or compensate the other for any breach, non-performance or delay in performance of any obligations under this agreement or for any harm, loss, damage or injury caused to the other due to causes reasonably beyond its control including but not limited to tide, storm, cyclone, flood, lightning, earthquake, fire, blast, explosion or any other act of God, war, rebellion, revolution, insurrection, embargo or sanction, blockade, riot, civil commotion, interruption or failure of any utility service, enemy action, criminal conspiracy, act of terrorism or vandalism, sabotage, unanticipated technological or natural interference or intrusion, loss or damage to satellites, unanticipated breakdown of the system, loss of satellite linkage or any other data communications linkage, loss of connectivity or any other irresistible force or compulsion.

**11. Arbitration and Conciliation:**

The parties hereto shall, in respect of any disputes and differences that may arise between them in respect of any matter stated in this Agreement, or in connection or arising out of this Agreement or with regard to interpretation thereof shall refer the same to arbitration of a sole arbitrator. In the event of disagreement between the parties on appointment of a sole arbitrator, each of the parties hereto shall appoint its arbitrator and the two appointed arbitrators shall appoint third arbitrator who shall act as an umpire. The arbitration shall be governed in accordance with the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereto. The place of arbitration shall be Mumbai and the language of the arbitration proceedings shall be English.

**12. Governing Law:**

This Agreement shall be governed by and construed in accordance with the laws in force in India.

**13. Jurisdiction:**

The parties hereto agree to submit to the exclusive jurisdiction of the courts in Mumbai.



**IN WITNESS WHEREOF** the parties hereto have hereunto set and subscribed their respective hands and seals to this Agreement in duplicate on the day, month, year and place first hereinabove mentioned.

**SIGNED, AND DELIVERED**

By the within named (Name of the Company)  
through its authorised representative

Name: NAMRATA SINGHAL



Designation: COMPANY SECRETARY

In the presence of:

Ramesh Thakur

RAMESH THAKUR

Vivek Sharma

Vivek Sharma

**SIGNED, AND DELIVERED**

By the within named **LI IPL** (hereinafter called the "R & T Agent" and service provider on "E-Voting Platform" collectively called "LI IPL") through its authorised representative

Name: A. Pesh Gaudh

Designation: ANP-VADODARA

Manoj



in the presence of: MANSI BANSAL



