NABARD

Ref.No.NB.FD/NSE-BSE/2026-27

18 November 2026

To,
The Listing Department
BSE Limited
Phiroze Jeejeebhoy Towers
Dalal Street
Mumbai – 400001

To,
The Listing Department
National Stock Exchange of India Limited
Exchange Plaza
Bandra Kurla Complex, Bandra East
Mumbai - 400051

Dear Sir/Madam,

Sub.: Disclosure under Regulation 7(4) of the SEBI (LODR) Regulations, 2015 – Tripartite Agreement for change of Share Transfer Agent

Pursuant to Regulation 7(4) of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015, we hereby inform that National Bank for Agriculture and Rural Development (NABARD) has entered into a Tripartite Agreement on 18 November 2026 with Datamatics Business Solutions Limited, the old Share Transfer Agent, and Bigshare Services Pvt. Ltd., the new Share Transfer Agent.

Bigshare Services Pvt. Ltd., having SEBI Registration No. INR000001385, has been appointed as the new Share Transfer Agent in place of Datamatics Business Solutions Limited w.e.f. 01 January 2026 and the same was submitted vide intimation dated 17 December 2026.

In accordance with Regulation 7(4) of the SEBI (LODR) Regulations, 2015, a copy of the duly executed Tripartite Agreement is enclosed herewith for your information and records.

You are requested to kindly take the above disclosure on record.

Yours sincerely,

For **National Bank for Agriculture and Rural Development**

(Vinod Chandrasekharan)
Compliance Officer

राष्ट्रीय कृषि और ग्रामीण विकास बैंक
National Bank for Agriculture and Rural Development
वित्त विभाग
प्लॉट क्र सी-24, 'जी' ब्लॉक, बांद्रा-कुर्ला कॉम्प्लेक्स, बांद्रा (पूर्व), मुंबई - 400 051. टेली: +91 22 2653 0095 • फैक्स: +91 22 2653 0099 • ई मेल: fd@nabard.org
Finance Department
Plot No. C-24, 'G' Block, Bandra-Kurla Complex, Bandra (E), Mumbai - 400 051 • Tel.: +91 22 2653 0095 • Fax: +91 22 2653 0099 • E-mail: fd@nabard.org

भारतीय गैर न्यायिक

भारत INDIA

रु. 500 FIVE HUNDRED RUPEES

पाँच सौ रुपये Rs. 500

सत्यमेव जयते

INDIA NON JUDICIAL

महाराष्ट्र MAHARASHTRA ◑ 2026 ◑ FD 804585

प्रधान मुद्रांक कार्यालय, मुंबई
प.मु.वि.क्र. 000095
12 OCT 2026
सक्षम अधिकारी

श्री. दिपक इरतकर

This stamp paper forms an integral part of the Tripartite Agreement executed on 18 November 2026 between National Bank for Agriculture and Rural Development, Datamatics Business Solutions Limited and Bigshare Services Pvt. Ltd.

NATIONAL BANK FOR AGRICULTURE AND RURAL DEVELOPMENT एफ डी FD मुंबई MUMBAI

DATAMATICS BUSINESS SOLUTIONS LTD. MUMBAI

BIGSHARE SERVICES PVT. LTD. MUMBAI

27 OCT 2026

27 OCT 2026

जोडपत्र -२ Annexure - II

दस्ताचा प्रकार	AGREEMENT
दस्त नोंदणी करणार आहेत का	YES/NO
मिळकतीचे वर्णन -	
मुद्रांक विकत घेणाऱ्याचे नाव	
दुसऱ्या पक्षकाराचे नाव	NATIONAL BANK FOR AGRICULTURE AND RURAL DEVELOPMENT
हस्ते असल्यास त्यांचे नाव व पत्ता	Plot No. C-24, G-Block, Bandra Kurla Complex, Post Box No. 8121, Bandra (E), Mumbai - 400 051.
मुद्रांक शुल्क रक्कम	
मुद्रांक विक्री नोंद वही अनु. क्रमांक	
मुद्रांक विकत घेणाऱ्याची सही	Datamatics Business Solutions Ltd
मुद्रांक विक्रेत्याची सही	

परवाना क्रमांक: ८००००९४ सागर जनरल स्टोअर्स

मुद्रांक विक्रीचे ठिकाण/पत्ता: मंत्रालय [illegible] शाखा, मुंबई

दि महाराष्ट्र सहकारी बँक्स असोसिएशन लि., सहकार, बँक लि मंत्रालय - ४०० ०३२.

ज्या कारणासाठी रकमेचा मुद्रांक खरेदी केला त्यापेक्षा त्या कारणासाठी मुद्रांक खरेदी केल्यापासून ६ महिन्यात वापरणे बंधनकारक आहे.

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 18th day of November 2026 at Mumbai between **National Bank for Agriculture and Rural Development (NABARD)**, a Body Corporate established under the provisions of the National Bank for Agriculture and Rural Development Act, 1981 and having its Registered Office at Plot No. C-24, 'G' Block, Bandra-Kurla Complex, Bandra (E), Mumbai - 400051 (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;

And

DATAMATICS BUSINESS SOLUTIONS LIMITED (Securities and Exchange Board of India registered share transfer agent) and having its Registered office at Plot No. A-16 & 17, Part B Crosslane, Midc Andheri East, Mumbai, Maharashtra - 400093 (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

Bigshare Services Pvt. Ltd. (Securities and Exchange Board of India registered share transfer agent) and having its Registered office at Pinnacle Business Park, Office No S6-2, 6th, Mahakali Caves Rd, next to Ahura Centre, Andheri East, Mumbai, Maharashtra 400093 (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 National Stock Exchange and BSE Limited and has number of shareholders and has to render services relating to transfer, transmission etc, in accordance with its Article of Association.
2. The Issuer had an agreement dated 12 March 2008 with the Existing STA to

render services to its shareholders. The Issuer vide its letter dated 18 November 2025 has given notice for completion of tenure and request for NOC to the Existing STA and has appointed New STA w.e.f. 01 January 2026 as per the Board Resolution dated 16 December 2025.

3. The New STA is a Securities and Exchange Board of India registered share transfer agent having registration no: INR000001385 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 22 December 2025.

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.

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

1. The cut-off date for the purposes of this agreement shall be 31 December 2025 and the discontinuation of work by the Existing STA shall be 31 December 2025 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-A.**

2. 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.

3. The Issuer has obtained "No Objection Certificate" (in prescribed format of the depositories) from Existing STA. *(If any regulatory order has been passes 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.

4. 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. The Issuer agrees to indemnify the Existing STA from any third party action/s and/or prosecution/s and/or penalization attributable to failure / non action on the part of the New STA/Issuer in giving the necessary decisions at the appropriate time/s irrespective of whether such third party action/s and/or prosecution/s and/or penalization arises during or after cut-off date.

5. 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.
6. 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.
7. 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.
8. The Existing STA had handed over the check list as per **Annexure-A** to the New STA prior to the audit. The Existing STA has handed over the records/ data and documents (as per **Annexure-A**) 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-A** 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.
9. 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.
10. The discrepancies, if any, have been brought to the notice of Existing STA and the Issuer and have been incorporated in the **Annexure-A**.
11. The capital reconciliation of the Issuer (i.e. Issued Capital = NSDL holding + CDSL holding + physical shareholding) has been be carried out by the New STA. The Existing STA has provided such capital reconciliation for data being handed over as on cut-off date.
12. The New STA shall process various investor requests by using the data as provided by the Existing STA in good faith.

13. 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.

14. 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.

15. The Existing STA has fully co-operated with the New STA and Issuer during the transition period for the change of share transfer agent.

16. The Existing STA has performed all the activities of share transfer agent till cut-off date. All actual or incidental expenses such as conveyance, lodging etc., incurred by the Existing STA after cut-off date in case of travelling out of station in relation to the services rendered prior to cut-off date and for any other related matters would be billed as out of pocket expenses for re-imbursement by the Issuer and if requested by the Issuer then bills / vouchers / proof (as regards expenses incurred) would be produced for verification to the Issuer.

17. The Issuer will keep indemnified the Existing STA and/or any one claiming by from or under the Existing STA for the costs, charges, expenses arising out of any litigation, court case, forum case or any such matters related to the services rendered to Issuer prior to the cut-off date, save and except where such claims are attributable to fraud, willful misconduct or gross negligence on the part of Existing STA as finally decided by court of competent jurisdiction.

18. All the liabilities/ responsibilities prior to cut-off date pertaining to share transfer work shall be borne by the Issuer/ Existing STA, as applicable. After cut-off date, all Forum / Court and Legal cases if any, will be represented by Issuer, entirely at its own costs. 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.

19. 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.

20. 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.)*

21. 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-A** have been checked by the auditor appointed by the Issuer and the New STA. **Annexure-A** has become a part of this Agreement and has been signed by the Existing STA, New STA and the Issuer.

22. 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.

23. 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.

24. 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.

25. The Issuer has taken a special contingency insurance policy to cover risk arising out of fraud, forgery, errors of commission/omission, etc.

26. 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

NATIONAL BANK FOR AGRICULTURE AND RURAL DEVELOPMENT FD MUMBAI
BIGSHARE SERVICE PVT. LTD. MUMBAI
DATAMATICS BUSINESS SOLUTIONS LTD. MUMBAI

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 & Designation: Ashyb Gupta, SVP-FRA & Kartik Nagarajan, CEO Date: 18-11-2026	Vinod Chandrasekharan, CGM & Compliance Officer Date: 18-11-2026	Sumeet Ghussar, Assistant Vice President. Date: 18-11-2026
Address: Plot No. A-16&17 Part B, Cross Lane, MIDC, Andheri (East) Mumbai - 400 093	Address: Plot No. C-24, 'G' Block, Bandra-Kurla Complex, Bandra (E), Mumbai	Address: Office No. S6 - 2 ,6th Floor, Pinnacle Business Park, Near Ahura Centre, Maha Kali Caves Road, Andheri (East) | Mumbai 400093.
Signature of Witness	Signature of Witness	Signature of Witness
Name: Sunay Abraham Date: 18-11-2026	Name: Rahul Damani, DGM, NABARD Date: 18-11-2026	Name: Sandeep V More, Sr. Manager Date: 18-11-2026

Annexure –A

Since the inception of the process, Datamatics has been handling private placement instruments in electronic mode for NABARD; hence, there are no physical documents available for handover.

The following soft data has been handed over to the new RTA, Bigshare Services Pvt Ltd and NABARD.

SRL	PARTICULARS	FILES				
		FY22-23	FY23-24	FY24-25	FY25-26	TOTAL
A	**BENPOS DATA**					
1	Raw Benpos Data - Quarterly	497	526	563	394	1980
2	Benpos Register - Quarterly	4	4	4	3	15
	Total A					**1995**
SRL	**PARTICULARS**	**ISIN'S/FILES/FOLDERS**				
		FY22-23	**FY23-24**	**FY24-25**	**FY25-26**	**TOTAL**
B	**INTEREST-MATURY PAYMENT DATA**					
1	Signed Funding Letter	154	157	155	112	578
2	Interest register	154	157	155	112	578
3	BENPOS file - Record date	154	157	155	112	578
4	BENPOS Register - Record date	154	157	155	112	578
5	Payment data (folder)	154	157	155	112	578
6	TDS Tracker	0	157	155	112	424
7	BENPOS RTGS	154	157	155	112	578
8	NSDL / CDSL Top holder's List	154	157	155	112	578
9	Tax documents (folder)	0	157	155	112	424
	Total B					**4894**
	Total A+B					**6889**

Below is the confirmation of receipt from the new RTA.

Re: NABARD - Data handover

bss.bonds@bigshareonline.com

Reply | Reply All | Forward

To Sunny Abraham

Tue 27-01-2026 11:58

Cc nbborrowings, fd ; rahul.damani@nabard.org ; seema.dekate@nabard.org ; Swapnil Shetye, shrishti_wagh@datamaticsbpm.com, mahendra_lawkar@datamaticsbpm.com, ski@bigshareonline.com ; Chandraprakash@bigshareonline.com ; vikas@bigshareonline.com ; yuvraj@bigshareonline.com

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Dear Sir,
We have successfully downloaded the files .

Cefin chacko

Bigshare services Pvt ltd.

S6-2, 6th floor Pinnacle Business Park, Next to Ahura Centre, Mahakali Caves Road, Andheri (East) Mumbai - 400093

Board No. : 022-62638200 | Direct No : 022-62638368

Fax No: 022-62638299 | Phone No : 7045454396