No. RS(M)/2014/Payment Gateway/pt.2  New Delhi, dated: 16/11/2015

The Managing Director,
Centre for Railway Information Systems (CRIS)
Chanakyapuri

Subject: Expanding Payment Gateway for iREPS
Ref: Memorandum of Understanding dated 02-11-2015 between Indian Railways and State Bank of India

Enablement of e-payment facility for vendors/purchasers/users using credit cards/debit cards/net-banking/IMPS has been under consideration of Ministry of Railways (Railway Board). In this regard, an MOU has been signed with SBlePay for enabling such services. Copy of MOU is enclosed herewith for ready reference.

It is requested that necessary action may please be taken to integrate the payment gateway and roll out the facility.

The MOU and this letter are issued with the concurrence of Accounts directorate of Railway Board.

(Sudhir Sharma)
Director, Railway Stores (M)
Railway Board

No. RS(M)/2014/Payment Gateway/pt.2  New Delhi, dated: 16/11/2015

1. The General Manager, All Indian Railways/PUs, NF(C), CORE
2. The DG/RDSO/Lucknow & NAIR/Vadodara
3. CAOs, DMW/Patiala, WPO/ Patna, COFMOW/NDLS, RCF/RBL/NDLS
4. FA&CAOs, All Indian Railways & Production Units
5. PCEs, All Indian Railways & PUs, WPO/Patna, RCF/RBL, COFMOW, DMW
6. The ADAI(Railways), New Delhi (with 10 spares copies)
7. The Director of Audit, All Indian Railways

For Financial Commissioner / Railways
No. RS(M)/2014/Payment Gateway/pt.2
New Delhi, dated: 6/11/2015

1. COSs, CMEs, CEEs, CSTEs, All Indian Railways & PUs, RCF/RBL/NDLS, COFMOW, CORE, WPO and RWP/Bela
2. The Directors:
   a. Indian Railway Institute of Sig. Engg. & Telecom, Secunderabad
   b. Indian Railway Institute of Mech. & Elec. Engg., Jamalpur
   c. Indian Railway Institute of Elect. Engg., Nasik
   d. Sr. Prof. (Material Management), NAIR, Vadodara
   e. Indian Railway Institute of Civil Engg., Pune
   f. Indian Railway Institute of Traffic Management, Lucknow
3. Director, Iron & Steel, 3, Koila Ghat Street, Kolkata
4. Executive Director (Stores), RDSO, Lucknow
5. Chief Commissioner, Railway Safety, Lucknow
6. Zonal Railway Training Institute, Sukadia Circle, Udaipur

(Sudhir Sharma)
Director, Railway Stores (M)
Railway Board

No. RS(M)/2014/Payment Gateway/pt.2
New Delhi, dated: 6/11/2015

Copy to:

1. The Genl. Secy., AIRF, Room No. 248, & NFIR Room No. 256-C, Rail Bhavan
2. The Secy. Genl., IRPOF, Room No. 268, FROA, Room No. 256-D & AIRPFA, Room No. 256-D Rail Bhavan

(Sudhir Sharma)
Director, Railway Stores (M)
Railway Board

Copy to:- Sr. PPSs / PPS / PS to:

1. MR, MOS(R)
2. CRB, FC, ME, ML, MM, MS, MT, SECY., DG (RHS), DG (RPF)
3. All AMs, Advisors & Executive Directors of Railway Board
AGREEMENT/MOU

This Memorandum of Understanding (MOU) signed at New Delhi on 2nd day of November, 2015 between President of India acting through Indian Railways (covering all units of Railways and its subsidiaries), represented here by Director Railway Stores (M) Railway Board having its office at Rail Bhawan, New Delhi-110001 (hereinafter referred to as "RAILWAYS" which expression shall be deemed to include its successors and assigns);

AND

State Bank of India, a statutory corporation constituted under State Bank of India Act 1955, having its Corporate Centre at Madame Cama Road, Nariman Point, Mumbai 400 021 acting through DGM/Aggregator Services having its office at New Businesses Department at Corporate Office at Madame Cama Road, Nariman Point, Mumbai 400 021 is in business of offering Payment Aggregation services under the name “SBlePay” (herein after referred to as “SBlePay”) which shall include all its successors and assigns of the second PART.
WHEREAS Railways has agreed to assign SBlePAY with the task of Integrating SBlePay with www.ireps.gov.in for collection and transfer of online payment as mentioned in the Annexure 'A'. Centre for Railway Information Systems (hereinafter referred to as “CRIS”), Chanakypuri, New Delhi acting through the General Manager/MMIS/CRIS/ITPI Building-ITO/New Delhi, is the technical partner of Railways hosting their web portal on www.ireps.gov.in and fully supporting and maintaining the application and data center.

WHEREAS SBlePAY has agreed to undertake the collection of payments through SBlePAY system as integrated with www.ireps.gov.in and transfer of this collected money to appropriate Railway Account within permissible time as per the Terms & Conditions set out hereinafter appearing. A brief monograph on purpose of e-payment system with role of different stakeholders is at Annexure-A. The beneficiary visiting RAILWAYS Website named IREPS will be provided with one or more of the following facility e.g.:
1.1 Payment Gateway Facility for Maestro, MasterCard, VISA and RuPay cards – both Debit Cards and Credit Cards of all major Banks
1.2 Internet Banking of State Bank of India and other Banks
1.3 Mobile Banking/IMPS.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL MOU AND COVENANTS AND CONDITIONS HEREIN CONTAINED, IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1.0 DEFINITIONS
For the purpose of this Agreement/MOU, the following words and phrases shall have the meaning assigned to them under this Article:

I. “Parties & Party” RAILWAYS and SBlePay shall hereinafter collectively referred to as the “Parties” and individually as “Party”.

II. “Customer” shall mean the legal entities including individuals registered or to be registered with Website and who desires to avail/purchase services offered by RAILWAYS through Website, by using a valid Credit Card/Debit Card/Prepaid Card/Mobile Banking (IMPS)/Net Banking account and makes payment for the same using SBlePay’s platform on RAILWAYS Website.

III. “Customer Charge” shall mean various payments by the customer towards Cost of tender documents/ Registration fees/ Earnest money deposit/ Ground rent/ and Balance Sale value etc. and any interest along with applicable taxes, duties, cost charges, expenses etc. as prescribed by RAILWAYS in conformity with the applicable Rules and Regulations.

IV. “Website” shall mean the website with the domain name https://www.ireps.gov.in/ established by the RAILWAYS for the purposes of enabling its Customers, inter alia, to conduct specified commercial transactions with Indian Railways through the Internet, the content of which is controlled and owned by RAILWAYS.

V. “RAILWAYS” shall mean and include the RAILWAYS/Units and its subsidiaries facilitating for online collection of various payments through their application named IREPS (Indian Railways E-Procurement System).

VI. “SBlePay” is in the business of providing Payment Gateway Aggregation services including Debit/Credit card payment, Internet Banking, Mobile Banking etc.

VII. "Applicable Law" shall mean any statute, rules, regulations, notification, circular, order, ordinance, requirement, direction, guideline, announcement or other binding action or requirement of an authority, which has the force of law in India.

VIII. "RBI Directions" shall mean any instructions / guidelines issued by the Reserve Bank of India from time to time under Payment and Settlement Systems Act, 2007 and / or any other statutes and more particularly as per instructions contained in Circular bearing No. DPSS.CO.PD.No.1102/02.14.08/2009-10 dated November 24, 2009 and any
other instructions / amendments issued by RBI in this regard from time to time.

IX. "Charge back transaction" shall mean those transactions which the IREPS User's dispute for not having made the payment through IREPS website to the RAILWAYS.

X. 'Service Fee' means, the amount per Transaction charged by the SBIePAY from the customer (in addition to 'customer charge') for availing SBIePAY services as specified in para 9.0.

XI. 'Transaction' means every payment request that results in delivery of successful completion confirmation/failure report by the SBIePAY to RAILWAYS in respect of which payment request was placed by the customer or information accessed by Customers from Railways through www.ireps.gov.in

XII. "Effective date" means the execution of this agreement by the parties which will be the date of signing of MOU, except in specific clause(s) where indicated otherwise.

XIII. 'E-Payment' – means successful payment of either the cost or deposit or any other payment made through internet using the IREPS Portal.

2.0 TERM: NON-EXCLUSIVE

i) This MOU shall become effective on the date as defined above and shall remain in full force and effect for a period of five years from the effective date, subject to the periodical review on need basis for incremental facilities desired by Railways which may be extended thereafter by mutual consent among the parties;

ii) Nothing in this MOU shall prohibit the Railways or SBIePAY from engaging for services similar to those provided under this MOU to others, including competitors of RAILWAYS/SBIePAY.

3.0 Responsibility of State Bank of India (SBIePAY)

a) In Management of facility, SBIePAY agrees to

i) Make its best efforts with due diligence to ensure and maintain the facility in operation 24 hours a day, seven days a week with suitable back up alternate arrangements to ensure continued operation of services in event of failure.

ii) Make its best efforts with due diligence to ensure to provide the facility in a manner that protects information transmitted by the Software from (A) unauthorized interception, (B) undetected unauthorized modification or alteration after its origination, (C) undetected initiation by persons posing as other persons or entities, (D) unauthorized replication.

iii) Make its best efforts with due diligence to ensure Contingency plans/Disaster Recovery mechanism for unforeseen circumstances.
iv) To use information regarding a Customer (including name, address, e-mail address, telephone numbers, and data regarding bank accounts or financial instruments) conveyed to the SBlePAY by customer through Website to access the Facility, only for the purpose of completing the transactions for which it was furnished, and not to disclose or otherwise furnish such information to others for any purpose whatsoever including commercial use/business promotion/advertisement except Railways, unless the SBlePAY has an independent source of such information or in the event of the SBlePAY being required to furnish such information by an order of the competent court or any regulatory authority or it obtains the express consent of such Customer.

v) To ensure security of the data and the software residing on Bank’s server with periodical security audit of the software being used in providing the payment gateway services.

vi) Limitations: The SBlePAY obligations described above are subject to the following limitations:

a. Messages that originate from the server hosted by CRIS acting on behalf of the RAILWAYS or the server of any third party designated by RAILWAYS shall be deemed to be authorized by the RAILWAYS, and the SBlePAY shall not be liable for processing such messages; save and except for the data processing required for accepting the payment tendered through IREPS for the compliance/information sought by the Railways/customer.

b. SBlePay would in no way be responsible for the security of data residing on the server hosted by CRIS acting on behalf of the RAILWAYS, or a third party designated by the RAILWAYS.

c. SBlePay shall have no liability for any failure or delay in performing its obligations under this MOU if such failure or delay; (A) is caused solely by the “RAILWAYS” or “CRIS” acts or omissions; (B) results from actions taken by the SBlePay in a reasonable good faith effort to avoid violating a law, rule or regulation of any governmental authority or to prevent fraud on Customers; or solely due to the inability of the “RAILWAYS” or “CRIS” acting on behalf of the RAILWAYS to process the message/information supplied by the SBlePay (C) is caused by circumstances beyond the SBlePay control, including but not limited to vandalism, hacking, theft, phone service disruptions, Internet disruptions, loss of data, extreme or severe weather conditions or any other causes in the nature of “ACTS OF GOD” or force majeure.
b) **Customer Support:**
The IREPS will prominently display on its website the details of service fee chargeable as agreed between Railways and Bank, to customers for using the facility of SBlePay.

The IREPS will provide email id and telephone numbers to display on Railway website for any customer grievances, redressal or query. SBlePay shall provide necessary support to IREPS for resolution of such customer grievances.

c) **Compliance with Law & guidelines:** The SBlePay shall at all times comply with applicable laws of the land, rules and regulations in so far as relevant to its use of the Facility. The SBlePay will at all times comply with the guidelines set by RBI/Ministry of Finance/Ministry of Railways or any other Govt. body as applicable from time to time. Railways shall not be responsible for SBlePay act of non-compliance with applicable laws and regulations. If the utilization of the Facility by the SBlePay results in or may result in non-compliance being placed on the CRIS/Railways under RBI guidelines, provided the CRIS/Railways, has duly notified in writing to the SBlePay and the SBlePay has not remedied within 7 days, such utilization shall be deemed to be a violation of this MOU.

d) **Prevention of Infringement:** If for any reason the software of the facility or its component becomes, or in the opinion of CRIS/RAILWAYS is likely to become, the subject of a claim of infringement, then SBlePay shall, at its expense, either (i) procure the right to continue using the software as permitted in this MOU, or (ii) replace or modify software or the infringing component of the software so that it becomes non-infringing. If, after using commercially reasonable efforts, the SBlePay is unable to cure the infringement, CRIS/Railway may seek to resolve the dispute as mentioned in this MOU.

4.0 **Responsibility of Railways**

a) RAILWAYS do understand and agree to the following system of internet Banking for facilitating online transaction of activities on www.ireps.gov.in website, any interest thereon arising due to activities of the customers on the said website or any other transaction agreed to subsequently through mutual consent.

b) RAILWAYS agree that SBlePay is a payment aggregator facilitating multiple payment options to the IREPS Users. SBlePay receives funds from all the payment channels of partner Banks and settles to the Focal Point Branch/accredited Bank Branch as per RBI guidelines dated 24th Nov 2009. The settlement with the account of RAILWAYS shall be the responsibility of
c) RAILWAYS will take complete responsibility for the transactions going through their system. RAILWAYS further agree that SBlePay’s liability for the transaction between the RAILWAYS and the IREPS Users is restricted to the settlement of payment to the accredited Bank only.

d) RAILWAYS through CRIS shall provide a link to the SBlePay and Customers willing to exercise this option of payment shall be directed to the same along with a string containing a unique Reference ID (RID). On confirmation of payment by customer, unique Transaction ID would be generated by SBlePay with the success/failure flag and the customer will be directed back to the www.ireps.gov.in.

e) Electronic confirmation as Cyber Receipt bearing the unique Reference ID (RID) and unique Transaction ID, Amount and Time would be displayed to the customer immediately after receiving success message by www.ireps.gov.in.

f) The Website shall send a verification string to SBlePay for independent verification of status, amount of transaction and other details identified with unique Transaction ID generated by SBlePay. Irrespective of the message received in response, no transaction status shall be treated as successful if the Double verification activity of a transaction has failed.

g) On successful payment, the said amount of transaction money would be credited to the Respective Railway units to their accounts as per the details at annexure B provided by Railways.

5.0 REMITTANCE OF COLLECTIONS TO RAILWAYS

5.1 SBlePay shall use the Collection Account for RAILWAYS provided in Annexure ‘B’ as a settlement account for transactions facilitated through SBlePay. The amount so collected by SBlePAY till cutoff time i.e. 23.59 hrs will be credited to the Railway Accounts as per RBI Guidelines. Electronic payment system shall be a 24 X 7 facility under which transactions will be made round the clock and on all the days of the year. Payments received during Sundays and holidays will be credited to the Railway Account on the next working day. The corresponding MIS will also be sent by using SSL option to the www.ireps.gov.in portal at CRIS at the earliest on the following working day and would be made available to respective FA&CAO’s. The transaction ID of SBlePay and reference ID of IREPS would also be linked to individual transactions shown in the MIS.
5.2 Penal interest as per the guidelines issued by Reserve Bank of India shall apply in case of delay beyond the permissible period as per RBI Guidelines.

5.3 SBlePay will settle the funds to the nodal account approved by the different railway zones, remittance to Government shall be the responsibility of the branch as per the existing arrangements.

6.0 PROVIDING COLLECTION INFORMATION TO RAILWAYS:

MIS on the agreed format as per annexure-E for amount collected for various services separately (e.g. tender document cost, Earnest money deposit etc.) for different Railways will be sent to dedicated email ID along with provision to send it to CRIS over secure mode as per mutual agreed file type and format by 16.00 Hrs the following working day.

The MIS files will be consolidated/named as (SBddmmmyy) and then transmitted to www.ireps.gov.in in secured and safe manner as per the formats desired by RAILWAYS in compatible data form. SBlePay will also arrange to provide additional information as specified by RAILWAYS from time to time. These MIS files will also be maintained for generation of exception reports in format specified by Railways on SBlePay’s portal with access to authorized Railway/CRIS user for accessing and downloading daily MIS reports/statements.

7.0 RECONCILIATION AND GENERATION OF EXCEPTION REPORTS

RAILWAYS will carry out a two stage reconciliation of the payment data MIS sent to the www.ireps.gov.in portal by SBlePay:

i) Reconciliation of total amount collected Railway wise for various services as reported by SBlePay and the total amount payable Railway wise for each service (e.g. tender document cost, Earnest money deposit etc.) as per IREPS at the end of a particular day’s transaction. CRIS and SBlePay shall provide necessary information on format as desired by Railways from time to time.

ii) Reconciliation of total collected amount reported by SBlePay in MIS sent to www.ireps.gov.in portal with the actual amount credited by SBlePay. CRIS and SBlePay shall provide necessary information on format as desired by Railways from time to time.

CRIS will separately generate exception reports by processing the MIS for internal checks and for use by railways as and when required. In addition, exception reports shall be generated by SBlePay and CRIS on applications received from customers.
SBlePay will designate a NODAL officer for technical support required to CRIS for resolution of issues faced and in case of any bug / exception found.

8.0 **HANDLING OF EXCEPTION ERRORS:**

Duplicate payment with same unique transaction ID should never be processed by SBlePay. Details of Transaction status received from SBlePay and its meaning will be followed as per Annexure ‘D’.

i) FA&CAO's of RAILWAYS while processing the MIS received from SBlePay on a daily basis shall seek confirmation from CRIS and SBI ePay of the duplicate payments, if any, and deal with the customers directly regarding corresponding refunds, if needed. RAILWAYS will also deal directly with the customers, who have not paid appropriate customers charges.

ii) SBlePay and CRIS shall provide necessary assistance in reconciliation of financial transactions made by customers using the portal of www.reps.gov.in and SBlePay. Any Information sought by RAILWAYS for such reconciliation shall be provided by SBlePay in electronic and printed form in format specified by RAILWAYS within 2 working days of the request. Other exceptions may be handled by SBlePay and Railways/CRIS as mutually agreed upon.

iii) SBlePay shall provide necessary information to the Railways for satisfactory redressal of complaints of concerned customers arising out of errors or delay in capturing of data etc.

iv) Any disputes regarding the payment resulting in refunds or otherwise of the amounts duly received by the RAILWAYS through SBlePay shall be dealt with, by and between RAILWAYS and the Customers directly and SBlePay shall not be a party to such dispute.

v) SUCCESS response received from SBlePay to IREPS will be treated as SUCCESS irrespective of any exception or failure from debit account. SBlePay will be liable for such transaction.

vi) RAILWAYS shall provide means to resolve all queries raised by customers pertaining to their transactions facilitated by SBlePay and which have finally resulted in remitting money into RAILWAYS Account.

vii) RAILWAYS shall not be responsible for charge backs on fraudulent transactions on SBlePay unless provided in Law. Charge backs are governed by the card issuing companies which is a standard practice is being adopted and followed by the Banking Industry as of now.

viii) RAILWAYS shall not at any time require the customers (IREPS user) to provide them with any details of their Bank accounts/Card details including the
password, account number, IREPS user ID etc., assigned to the IREPS user, except authentication as may be required for enabling the online payment. RAILWAYS through their website named IREPS hereby undertakes and agrees not to describe itself as agent or representative of SBlePay, or to give warranties which may require SBlePay to undertake to or be liable for, directly or indirectly, any obligation and/or responsibility to the IREPS user or any third party.

ix) SBlePay and CRIS will ensure fool proof mechanism for uninterrupted data transfer between www.ireps.gov.in and SBlePay to ensure completion of transaction even in case of any intermittent failure or downtime of servers. SBlePay and CRIS shall have exception handling mechanism to meet this objective

9.0 SERVICE FEE

Charges, whatsoever, the RAILWAYS agrees to the SBlePay charging and collecting the Service Fee and further charges as mentioned in Annexure ‘C’ from the customers in addition to the Customer Charge levied by the RAILWAYS in accordance with the procedure and manner agreed to between the SBlePay and RAILWAYS.

10.0 Record Retention:

The parties hereby agree that in the course of performing the functions and obligations under this agreement, the parties shall retain all records and information for such period and in such form as per their record retention policy.

11.0 Indemnity

RAILWAYS hereby undertakes and agrees to indemnify SBlePay and hold SBlePay harmless and keep at all times fully indemnified and held harmless from and against all actions, proceedings, claims, liabilities, penalties, demands and costs, awards, damages, losses and/or expenses howsoever arising directly or indirectly as a result of

a) Any breach or non-performance by RAILWAYS of any of their undertaking, warranty or obligation under this Agreement or
b) Any claim or proceedings brought by the Beneficiary against SBlePay in respect of any Product / Service.

SBlePay

a) shall provide prompt written notice of such claim to the RAILWAYS and
b) shall allow the RAILWAYS to defend any such claim using counsel of its choice.
c) shall not settle any such claim without the express written consent of the RAILWAYS.
12.0 Warranties & Representation:

The parties represent and warrant to each other that they have all corporate, statutory and other authorizations, licenses and consents necessary to legally execute and perform its obligations under the Agreement/MOU and shall continue to have all such authorizations, licenses and consents at the time it carries out its respective rights and obligations hereunder or seeks to exercise and / or enforce any of its rights under the Agreement/MOU.

13.0 LIMITATION OF LIABILITY

Notwithstanding any other provisions of this Agreement/MOU, the SBlePay shall not be liable to the RAILWAYS for any loss or damage whatsoever or however caused or arising, whether directly or indirectly, in connection with the payments facilitated by SBlePay and/or this Agreement/MOU, including without limitation any:-

a) Loss of data contained in the Website and/or the servers maintained by the RAILWAYS arising directly or indirectly by use of the payment mechanism;

b) Any interruption or stoppage in the IREPS User's access to and/or the use of the SBlePay.

c) Any breach of security in respect of or loss of data residing on the server of the RAILWAYS, or a third party designated by the RAILWAYS (e.g., a host);

d) Any failure or delay in performing the Services, if such failure or delay: (i) is caused by the RAILWAYS’s acts or omissions; (ii) results from actions taken by the SBlePay in good faith to avoid violating Applicable Law or to prevent fraud on a or (iii) is caused by any of the circumstances specified in Clause 14.1 below.

13.1 In the performance of the Services, the SBlePay shall be entitled to assume that:

a) Messages that originate from the server of the RAILWAYS or the server of a third party designated by RAILWAYS (e.g., a host) have been duly authorised by the RAILWAYS,

b) Messages that originate from the IREPS user are deemed to be authorised by the IREPS user;

And shall not be liable for any losses or damages caused to any person whatsoever as a result of any such message being unauthorised, inaccurate or fraudulent

14.0 Term & Termination:

14.1 Either party may terminate the agreement/MOU by giving 120 days notice in writing to the other party.

14.2 Upon termination by either, the SBlePay or RAILWAYS, the SBlePay shall within 45 days of the termination hand over/ furnish to RAILWAYS/all information /transaction details, any material relating to transaction in its
The charges as specified in annexeure C may be reviewed every year or at any time to comply with any RBI mandate /Government directives but shall be applied only after both the parties agree to the changes made other than those mandated by RBI or other authorities.

15.0 Confidentiality

15.1 The Parties agree and acknowledge that in connection with this Agreement/MOU, each Party will have access to certain trade-secrets and other non-public confidential information of the other during and in connection with its performance of services hereunder ("Confidential and Proprietary Information"), and hereby agrees not to disclose any confidential information to any third party and not to use any such confidential information for any purpose other than those as strictly required for performance under this Agreement/MOU. All such confidential information is and shall remain the exclusive property of the disclosing party and no license shall be granted or implied with respect to such confidential Information by reason of other party’s access to such confidential information. Each party agrees to protect the proprietary information of the other with the same standard of care and precaution used by each to protect its own proprietary information of similar importance.

"Confidential and Proprietary Information" is not meant to include any information which

a) is publicly available prior to this Agreement/MOU or is made publicly available by the Parties without restriction.

b) is rightfully received by the personnel of both the parties from third party without accompanying secrecy obligations.

c) is already in the possession of both the parties’ personnel and was lawfully received from sources other than the parties themselves.

d) is independently developed by the personnel of both the parties without use or reference to Confidential and Proprietary Information.

e) is disclosed under any judicial or regulatory directive or disclosed to auditors appointed under any law.
However, the above exclusions shall not be applicable in respect of the IREPS user data of the Banks/Cards and IREPS user data shall always remain confidential and proprietary information.

15.2 The secrecy of the Confidential and Proprietary Information disclosed pursuant to this Agreement/MOU shall remain valid irrespective of the expiry / cancellation / termination of this Agreement/MOU.

16.0 General Provisions:

(i) **Amendment and Waiver**

This Agreement/MOU shall only be amended in writing, signed by parties. The failure of either party at any time or times to demand strict performance by the other of any of the terms of this Agreement/MOU shall not of itself be construed as a continuing waiver or relinquishment thereof and each may at any time demand strict and complete performance by the other of such terms.

(ii) **Force Majeure**

Neither Party shall be held responsible for any consequences or liabilities under this Agreement/MOU if it is prevented in performing its obligations under the terms of this Agreement/MOU by reason of laws or regulations, action by anybody or authority, local or otherwise, riots, insurrection, war, terrorist action, acts of God and unforeseen circumstances beyond its control. If the force majeure event continues for more than 30 days, either party shall be entitled to terminate this Agreement/MoU with a notice of 30 days to the other party.

(iii) ** Entire Agreement/MoU**

This Agreement/MOU constitutes the entire Agreement/MOU between the Parties concerning the services and all other matters covered herein, and supersedes all prior and contemporaneous Agreement/MOUs, written or oral, other than any written, fully-executed contemporaneous Agreement/MOU which specifically acknowledges the existence of this Agreement/MOU.

(iv) **Severability**

In the event that any provision of, or restriction contained in, this Agreement/MoU is held by a court of competent jurisdiction to be invalid or unenforceable, and is not reformed by such court, the remaining provisions and restrictions contained in this Agreement/MOU shall nevertheless continue to be valid and enforceable as though the invalid or unenforceable provisions or restrictions of this Agreement/MOU had not been included.

(v) **Arbitration**

In case of any dispute or difference between the Parties, they shall endeavor to resolve such dispute or difference in an amicable manner through mutual
discussions. If no settlement can be reached through consultations between
the Parties within 30 business days of one Party delivering a written notice of the dispute
to the other Party, then such matter may be referred to arbitration by the disputing
party to be settled by arbitration in accordance with the provisions of the Indian
Arbitration and Conciliation Act, 1996 (the "Act").
The Parties agree with respect to such arbitration that:

a) The arbitration proceedings shall be conducted in English and the place of
arbitration shall be Mumbai.

b) If the Parties fail to appoint a single arbitrator acceptable to both the
Parties, there shall be three (3) arbitrators, One (1) arbitrator shall be
appointed by each Party and the third shall be appointed by the other two
(2) arbitrators and shall serve as the presiding arbitrator of the arbitral
tribunal.

c) Subject to the provisions of the Act the arbitration award shall be binding on
the Parties, and enforceable in accordance with its terms. The arbitrators
shall state the specific reasons for their findings in writing. The Parties
agree to be bound thereby and to act accordingly.

(vi) Governing Law and Jurisdiction

This Agreement/MOU shall be governed by the laws of India and subject to Clause
(v) above, the courts located at Delhi shall have exclusive jurisdiction in the event of
any dispute.

(vii) Counterparts

This Agreement/MoU may be executed in two counterparts, each of which shall be
deemed to be an original and both taken together shall be deemed to constitute one
and the same instrument, and it shall not be necessary in making proof of this
Agreement/MOU to produce or account for more than one such counterpart.

Headings and sub – headings: The headings and sub headings in this MOU are for
convenience only and do not affect the meaning of the relative section / clause

Assignment: Each party may assign all its rights, titles, and benefits under this MOU
to any of its affiliates with prior written confirmation of other parties, which may not be
unreasonably denied.

(viii) Notices:

Any notice, direction or instruction given under this MOU or other documents, which
may be given by either Party under this MOU, shall be in writing and delivered in
person or by pre-paid recorded delivery post or by facsimile transmission. The
notice shall be addressed to the other Party's office address as mentioned first
herein above. Notice and instructions will be deemed served 7 days after posting or
upon receipt in the case of hand delivery, cable or facsimile. All notices sent by either
parties shall be address to the undersigned, at the following address:

For Bank
DGM/Aggregator Module
New Business Department,
State Bank Global IT Centre,
4th floor, Railway Building,
CBD Belapur,
Navi Mumbai -400614

For RAILWAYS
Director Railway Stores (M)
Room No. 306
Rail Bhawan
Raisina Road
New Dehl-110 001

(ix) Survival

The rights and obligations of the Parties under the Agreement/MOU, which by their nature survive the termination of this Agreement/MOU.

IN WITNESS WHEREOF the parties hereto have executed this Agreement/MOU (in duplicate) on the day, month and year first hereinabove mentioned.

<table>
<thead>
<tr>
<th></th>
<th>Ministry of Railways</th>
<th>State Bank of India</th>
</tr>
</thead>
<tbody>
<tr>
<td>Signature</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Name</td>
<td>Sudhir Kumar Sharma</td>
<td>V. Girivasan</td>
</tr>
<tr>
<td>Designation</td>
<td>Director, Railway</td>
<td>Dy General Manager</td>
</tr>
<tr>
<td></td>
<td>Stores(M)</td>
<td>(Aggregator Module)</td>
</tr>
<tr>
<td>Seal</td>
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<tr>
<td>Signature of</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Witness.</td>
<td></td>
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</tr>
<tr>
<td>Name of Witness</td>
<td>Madhu Ranjan Kumar</td>
<td>Sanjeeb Das</td>
</tr>
<tr>
<td>Designation</td>
<td>E D R S (G)</td>
<td>Asstt General Manager</td>
</tr>
<tr>
<td></td>
<td>(Aggregator Module)</td>
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</table>
Features of E-payment system of IREPS through SBlePay

Central Government and various State Governments have already introduced the facility for various online services and receipt of electronic payment of money after introduction of Net Banking. Enabling provisions have been made under the Information Technology (Amendment) Act, 2008 of Government of India (Sec. 6A). The bidders/contractors having account with SBI have already been provided the facility of net banking in IREPS. The bidders having account with other banks and desirous of using net banking facility, or bidders desirous of using mobile banking or credit or debit cards are presently not covered by e-payment facility.

It has been decided that online processing for (i) tender cost and (ii) earnest money deposit/security deposit for e-tenders and (iii) registration money, (iv) balance sale value and (v) sales taxes (vi) TCS and other payment as demanded from bidders for e-auction/e-tender etc would be allowed to be processed / paid through the internet through Portal (www.ireps.gov.in) hosted by CRIS for various users of IREPS through SBlePay. By enabling this provision bidders having account with other banks or desirous of using mobile banking or credit or debit cards can make e-payment in IREPS portal. A procedure is needed to take care of following aspects-

- The Particulars of the payment,
- The amount paid,
- Payment by whom tendered,
- The particular authority in a Railway on whose account it is made,
- The Head of Account in a railway to which the amount should be credited.

The procedure in brief will be that the system would involve online payment and processing of transactions among IREPS, SBlePay and various railway units. The bidder will interact with the IREPS portal only. The Portal will calculate the amount payable as per information entered by bidder or contractor. Once the amount is accepted, the user will be prompted to choose one of the following payment options and as per the option, the payer will be guided by the Portal:

(a) Internet Banking
(b) Debit Card
(c) Credit Card
(d) Mobile banking/IMPS

The Payment Gate-way of the SBlePay will receive the payment information from the IREPS Portal for (a) to (d) above and it will ask the user to enter the required information for authentication of the payment and after successful authentication, the payment process shall start. On confirmation of payment from the Bank, IREPS Portal will generate an e-receipt which can be downloaded or printed by the payee and may be produced before the competent authority at appropriate time.

If there is any breakdown because of connectivity or other reasons before the payment is made i.e. entire process is completed, then the payee has to start the process again falling which the payment may not be confirmed. However, if the process has been completed and there is a breakdown after the payment has been made and before the e-receipt is generated, the transaction will be kept pending at IREPS and will be initiated again for re-submission/enquiry to SBlePay and records will be updated and e-receipt will be generated. The amount paid by a customer
(bidder or contractor) has to finally get accounted by the FA&CAO’s of the various railways and IREPS portal and SBlePay are the intermediaries. The role of three stakeholders- IREPS portal, SBlePay and Railway accounts department are as under-

The Role of Portal:

1. The IREPS Online Portal will process online tender and auction application and will calculate the requisite amount for the applied application.

2. The bidder/contractor has to login to IREPS. After login, the user shall click on the links provided on the webpage for the service she/he wants to avail. While availing the service, the User will be prompted to pay the requisite amount. On selection of appropriate payment option, the User will be directed to SBlePay.

3. The user would be directed for the payment of the amount and a unique reference ID shall be generated. Since, the IREPS Portal of and SBlePay have already been integrated, the amount, type of payment and unique reference ID etc. would be communicated to SBlePay site and user would select the amount to be paid on SBlePay site.

4. After the successful transaction, user would be redirected to IREPS and SBlePay would confirm the success of transaction to IREPS by a unique transaction ID, which will generate an e-receipt. User can print the e-receipt for future payment.

5. The IREPS Portal shall have availability of daily Railway wise MIS of all payments made, on format agreed between IREPS and user railways. At the end of the day / week / month, the railways shall verify the Online payments proceeds with their bank accounts and file such details at a central location.

6. The IREPS Portal shall also have MIS as per the requirement of the Stores Department (e.g. daily/weekly/monthly collection of sale value for a depot/ railway etc.) in the format and the information mutually agreed.

The Role of the SBlePay:

1. The IREPS Portal shall provide link to the SBlePay Payment Gateway Portal, and the parameters required to be shown to User at SBlePay website will be transmitted by the IREPS Portal to the SBlePay.

2. The user shall access IREPS Portal and fill in the required details and the Portal will direct the User to URL of SBlePay along with a string containing a reference ID.

3. SBlePay Portal shall receive the parameters as given in the site to site integration agreement and the payment screen as displayed to the User.

4. On successful transfer to SBlePay Portal the User shall be shown the non-modifiable payment details and he will confirm/cancel the payment as per the agreed procedure.
5. On confirmation of payment, status message string will be sent back to IREPS Portal by SBlePay Portal which shall contain details received from IREPS Portal and also the unique transaction ID generated by SBlePay with the success/failure/pending/exceeded flag and take the user back to the IREPS Portal. This transaction ID is unique and is needed as a reference for future communication with SBlePay.

6. After successful payment, the User will be re-directed to IREPS Portal for generating and printing the Electronic Money Receipt (e-money receipt) bearing a unique Identification number.

7. The SBI shall deposit the Government revenue (Tender document cost, EMD, Registration money, Sale value & Taxes) collected up to the mutually agreed cut off time from the designated Pool Account to the Government Account of Individual railways on the next working day.

8. Electronic payment system shall be a 24 X 7 facility under which transactions will be made round the clock and on all the days of the year. Payments received during Sundays and holidays will be credited to the Government Account on the next working day.

9. The SBI shall send the soft copy of the e-scroll to the IREPS and respective railways on daily basis in format agreed to between RAILWAYS, IREPS and SBlePay. The SBI shall also report the transaction date and the date of credit to Railway Account separately to the IREPS & Railway.

10. The MIS on the total transaction receipts will be sent to IREPS Portal on a daily basis through e-mail. The SBlePay shall send a ‘No Transaction Report’ to the CRIS and Railway account if there is no transaction on any day.

11. At the end of the month, the Bank Branch shall send the Date-wise Monthly Statement to the IREPS and railway units.

12. SBlePay will ensure to send IREPS Unique Reference ID in description field to the settlement account so that this information is displayed in bank scroll for cross verification from MIS.

The Role of Railway accounting units:
1. The Railway shall import the electronic data so received from the SBI ePay into their accounting system for accounting purposes.

2. The Railway shall generate monthly accounts on the basis of e-scroll received electronically and reconcile the same with the payments credited by SBlePay in their account.

3. There will be no physical Chellan accompanying the payment made by a user to IREPS.

4. However a softcopy of the accounts containing the unique transaction ID number generated by the IREPS shall be sent to the Railways.

5. The Railways shall generate MIS as per the requirement of the Department and activity (e.g. tender document cost or EMD received for stores tenders with tender numbers) on whose behalf the receipt is made and shall send the
reports to the concerned authority /authorities in the format mutually agreed between them.

6. There is no change in the reporting and reconciling procedure except that reconciliation would be done on the basis of electronic strings relating to the receipts provided by the SBiePay and through the e-scroll. Rest of the accounting drill and procedure will remain unchanged in the new system.
<table>
<thead>
<tr>
<th></th>
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<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Central Railway</td>
<td>SBI</td>
<td>Mumbai</td>
<td>00300</td>
<td>SBIN0000300</td>
<td>400002010</td>
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<td>2</td>
<td>Eastern Railway</td>
<td>SBI</td>
<td>Fort William, Kolkata</td>
<td>01597</td>
<td>SBIN0001597</td>
<td>700002037</td>
<td>30537652873</td>
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<td>3</td>
<td>East Central Railway</td>
<td>SBI</td>
<td>Main Branch, Hajipur</td>
<td>00088</td>
<td>SBIN000088</td>
<td>844002002</td>
<td>11042155126</td>
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<td>East Coast Railway</td>
<td>SBI</td>
<td>Main Branch, Bhubeswari</td>
<td>00041</td>
<td>SBIN000041</td>
<td>751002002</td>
<td>10972494993</td>
</tr>
<tr>
<td>5</td>
<td>Northern Railway</td>
<td>SBI</td>
<td>Parliament Street Branch, New Delhi</td>
<td>00891</td>
<td>SBIN0000891</td>
<td>110002087</td>
<td>32110080586</td>
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<td>6</td>
<td>North Central Railway</td>
<td>SBI</td>
<td>Main Branch, Allahabad</td>
<td>00006</td>
<td>SBIN000006</td>
<td>211002002</td>
<td>11076228768</td>
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<td>7</td>
<td>North Eastern Railway</td>
<td>SBI</td>
<td>Railway Colony, Gorakhpur</td>
<td>01494</td>
<td>SBIN0001494</td>
<td>273002014</td>
<td>10887714874</td>
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<td>8</td>
<td>N. F Railway</td>
<td>SBI</td>
<td>Malligaon</td>
<td>00229</td>
<td>SBIN000229</td>
<td>781002004</td>
<td>3010680082</td>
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<td>9</td>
<td>North Western Railway</td>
<td>SBI</td>
<td>Sengar Gate, Main Branch, Jaipur</td>
<td>0656</td>
<td>SBIN0000656</td>
<td>302002002</td>
<td>10474457554</td>
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<tr>
<td>10</td>
<td>Southern Railway</td>
<td>SBI</td>
<td>Chennai Main Branch</td>
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<td>SBIN0000800</td>
<td>800002026</td>
<td>10886074004</td>
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<td>11</td>
<td>South Central Railway</td>
<td>SBI</td>
<td>General Post Office, Secunderabad</td>
<td>00916</td>
<td>SBIN0000916</td>
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<td>32346724739</td>
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<td>12</td>
<td>South Eastern Railway</td>
<td>SBI</td>
<td>Garden Reach Branch, Kolkata-43</td>
<td>01402</td>
<td>SBIN0001402</td>
<td>700002126</td>
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<td>13</td>
<td>South East Central Railway</td>
<td>SBI</td>
<td>Main Branch, Gangashee Parade, Blishapur</td>
<td>00336</td>
<td>SBIN0000336</td>
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<td>10825239526</td>
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<td>14</td>
<td>South Western Railway</td>
<td>SBI</td>
<td>Main Branch, Keshwapur, Hubli-580020</td>
<td>00846</td>
<td>SBIN0000846</td>
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<td>15</td>
<td>Western Railway</td>
<td>SBI</td>
<td>Churchgate</td>
<td>01921</td>
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<td>16</td>
<td>West Central Railway</td>
<td>SBI</td>
<td>Main Branch, Civil Line, Jabalpur</td>
<td>00390</td>
<td>SBIN0000390</td>
<td>482002001</td>
<td>10608307143</td>
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<td>17</td>
<td>ICF</td>
<td>SBI</td>
<td>Royapettah, Chennai</td>
<td>00800</td>
<td>SBIN0000800</td>
<td>600002026</td>
<td>30531495075</td>
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<td>18</td>
<td>CLW</td>
<td>SBI</td>
<td>Chittaranjan</td>
<td>00241</td>
<td>SBIN0000241</td>
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<td>19</td>
<td>DLW</td>
<td>SBI</td>
<td>DLW, Varanasi</td>
<td>1668</td>
<td>SBIN0001668</td>
<td>221002201</td>
<td>10852349050</td>
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<tr>
<td>20</td>
<td>DMW</td>
<td>SBI</td>
<td>Chhoti Bari, Patiala</td>
<td>01637</td>
<td>SBIN0001637</td>
<td>147002002</td>
<td>32794751239</td>
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<td>21</td>
<td>RCF-Kapurthala</td>
<td>SBI</td>
<td>Kapurthala branch</td>
<td>01795</td>
<td>SBIN0001795</td>
<td>144002051</td>
<td>32377139786</td>
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<td>22</td>
<td>Rail Wheel Factory</td>
<td>SBI</td>
<td>New Town Branch, Yelahanka</td>
<td>06706</td>
<td>SBIN0006706</td>
<td>580002053</td>
<td>10503271748</td>
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<td>23</td>
<td>RCF-Raebareli</td>
<td>SBI</td>
<td>Lalgunj, Raebareli</td>
<td>01644</td>
<td>SBIN0001644</td>
<td>229002008</td>
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<td>24</td>
<td>Metro Railways</td>
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<td>Kolkata</td>
<td>00001</td>
<td>SBIN0000001</td>
<td>700002021</td>
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<td>25</td>
<td>Konkan Railways</td>
<td>SBI</td>
<td>KonkanBhavan, Beepur Nav Mumbai</td>
<td>06240</td>
<td>SBIN0006240</td>
<td>460002109</td>
<td>10308441704</td>
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</table>
SBlePay will charge the Customer and the RAILWAYS agrees for IREPS user Paying the following Interchange Fee in terms of the provisions of this Agreement/MOU to SBlePay, as Interchange fees depending on the gateway provided:

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Channel</th>
<th>Amount</th>
<th>Fee (exclusive of all applicable taxes)</th>
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<tbody>
<tr>
<td>1</td>
<td>Internet Banking: State Bank of India</td>
<td>Upto Rs. 1.00 Lakh</td>
<td>Rs. 50/- per transaction</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Rs. 1.00 to Rs. 10 Lakhs</td>
<td>Rs. 100/- per transaction</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Rs. 10.00 to Rs. 50.00 Lakhs</td>
<td>Rs. 250/- per transaction</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Rs. 50.00 to Rs. 1.00 Crore</td>
<td>Rs. 400/- per transaction</td>
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<tr>
<td></td>
<td></td>
<td>Above Rs. 1.00 Crores</td>
<td>Rs. 500/- per transaction</td>
</tr>
<tr>
<td>2</td>
<td>Internet Banking: All other banks</td>
<td>Upto Rs. 1.00 Lakh</td>
<td>Rs. 75/- per transaction</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Rs. 1.00 to Rs. 10 Lakhs</td>
<td>Rs. 160/- per transaction</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Rs. 10.00 to Rs. 50.00 Lakhs</td>
<td>Rs. 400/- per transaction</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Rs. 50.00 to Rs. 1.00 Crore</td>
<td>Rs. 600/- per transaction</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Above Rs. 1.00 Crores</td>
<td>Rs. 750/- per transaction</td>
</tr>
<tr>
<td>3</td>
<td>Debit Card (Mater/Mastero/Visa/Rupay)</td>
<td>Up to Rs. 2000/-</td>
<td>0.75% of transaction amount</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Above Rs. 2001/-</td>
<td>1% of transaction amount</td>
</tr>
<tr>
<td>4</td>
<td>Credit Card (Amex, Master, Visa)</td>
<td>All amounts</td>
<td>1.5% of transaction amount</td>
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</table>

1. SBlePay reserves the right to review and revise the Interchange Fee after mutual consent with the RAILWAYS.
List of Payment Type:

<table>
<thead>
<tr>
<th>S.N.</th>
<th>Inward Payment Type</th>
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</thead>
<tbody>
<tr>
<td>1.</td>
<td>Tender Document Cost</td>
</tr>
<tr>
<td>2.</td>
<td>Earnest Money Deposit</td>
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<tr>
<td>3.</td>
<td>Balance Sale Value</td>
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<tr>
<td>4.</td>
<td>Bidder Registration Fee</td>
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<td>5.</td>
<td>Security Deposits</td>
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<tr>
<td>6.</td>
<td>Interest</td>
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List of Status Received from SBlePay (complete list will be updated later)

<table>
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<tr>
<th>S.N.</th>
<th>Status received from SBlePay</th>
<th>Its Meaning</th>
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</thead>
<tbody>
<tr>
<td>1.</td>
<td>SUCCESS</td>
<td>Transaction is Successful</td>
</tr>
<tr>
<td>2.</td>
<td>EXCEEDED</td>
<td>Transaction attempted 3 times and was not processed successfully</td>
</tr>
<tr>
<td>3.</td>
<td>FAIL</td>
<td>Transaction is Failed</td>
</tr>
<tr>
<td>4.</td>
<td>Pending</td>
<td>Transaction is pending and will be verified again</td>
</tr>
</tbody>
</table>
MIS Requirement

Some of the major MIS reports required from IREPS e-Procurement portal are as under:
1) Railway wise/Tender wise payment details
2) Date wise/Tender wise Payment details
3) Tender wise payment details
4) Bank wise/Date wise/tender wise payment details

For all the above reports, following information would be required to be displayed:
1) Tender No/ Lot No
2) Tender/Lot Published date
3) Railway Name /sub unit name and ID
4) Railway code
5) Bidder Name
6) Unique reference number
7) Unique transaction number
8) Transaction type: Net banking/NEFT/RTGS, Credit card, Debit Card, Mobile
9) Payment Date & Time
10) Tender document cost
11) EMD Amount
12) Registration fees
13) Balance sale value
14) Service processing fees
15) Bank through which payment was made

Some of the major MIS reports required from SBlePay are as under:
1) Railway wise/Tender wise/Lot wise payment details
2) Date wise/Tender wise/ Lot wise Payment details
3) Tender wise/ Lot wise payment details
4) Account wise EMD-Tender cost/ Registration fees/ Balance sale value details

For all the above reports, following information would be required to be displayed with appropriate grouping and control breaks:
1) Tender No
2) Tender/ Lot Published date
3) Railway Name
4) Railway Code
5) Bidder Name
6) Unique reference number
7) Unique transaction number
8) Transaction type Net banking/NEFT/RTGS, Credit card, Debit Card, Mobile
9) Payment Date & Time
10) Tender document cost
11) EMD Amount
12) Registration fees
13) Balance sale value
14) Service processing fees
15) Funds transfer details

Date
- TendercostAmount
- Tender cost transferred to Bank-Account
- Date
- EMD Amount
- EMD Amount transferred to Bank Account
- Date
- Registration Amount
- Registration Amount transferred to Bank Account
- Date
- Balance sale value amount
- Balance Sale value transferred to Bank-Account