**CHECKLIST FOR REGISTRATION**

**AS**

**ONLINE BOND PLATFORM PROVIDERS (OBPP) IN DEBT SEGMENT**

|  |  |  |
| --- | --- | --- |
| **Sr.** | **Documents** | **Tick the box** |
| **I** | **Request letter to act as an Online Bond Platform Provider (OBPP)** |  |
|  | To be on the letter head of the Member |  |
|  | To be signed by the Designated Director and the Compliance Officer |  |
|  | SEBI registration to be mentioned |  |
|  | Segment details to be mentioned |  |
|  | TM Code to be mentioned |  |
|  | Specify the category of existing membership in debt segment – TM, TMSCM, TMCM |  |
|  |  |  |
| **II** | **Board Resolution (for Corporates/ Banks)**  **Letter for appointing authorized signatory (for Partnership Firms/ LLP)** |  |
|  | To authorize the Trading Member to act as an Online Bond Platform Provider (OBPP) as specified under NCS Regulations. |  |
|  | To authorize to comply with the requirements of SEBI circular ref. no. SEBI/HO/DDHS/DDHS-RACPOD1/P/CIR/2022/154 dated Nov 14, 2022, and any other circulars/regulations issued from time to time by the Exchange/SEBI. |  |
|  | To mention the names and designation of authorized signatory(ies) and whether jointly/severally, etc. |  |
|  | The specimen sign of authorized signatory (ies) to be provided. |  |
|  |  |  |
| **III** | **Details of the Compliance Officer** |  |
|  | To provide education proof of the Compliance Officer *(Requirement – Company Secretary)* |  |
|  | Details of Compliance Officer should be matching with the details provided on ENIT portal. |  |
|  |  |  |
| **IV** | **Details at least two qualified Key Managerial Personnel (KMPs)** |  |
|  | To provide experience certificate of the KMPs. (Requirement – Minimum 3 years of experience in the securities market*)* |  |
|  | To provide education proof of the KMPs  *(Requirement – professional qualification in finance, accountancy, law, engineering, company secretaryship or management from a university or an institution recognized by the Central Government or any State Government or a foreign university or post-graduation in the Securities Market from National Institute of Securities Markets (NISM) of a duration not less than one year)* |  |
|  | Details of KMPs should be matching with the details provided on ENIT portal. |  |
|  |  |  |
| **V** | **Undertaking/Declaration – (as per Annexure)** |  |
|  | To be on stamp paper of Rs.600/- |  |
|  | To be signed by the Designated Director and the Compliance Officer |  |

Note:

1. In case the entity is not registered as Stock Broker with Exchange, then the entity has to submit the application for registration for new membership as per the formats available on the link <https://www.nseindia.com/trade/documents-for-membership>
2. In case the Trading Member is not registered in Debt segment, then the Trading Member has to submit the application for additional segment registration in debt segment as per the formats available on the link <https://www.nseindia.com/trade/membership-formats>

*(On Stamp Paper of equivalent value)*

This Undertaking is executed at \_\_\_\_\_\_\_\_\_\_\_ on , 202\_

**In Favor of** National Stock Exchange of India Limited, having its registered office at Exchange Plaza, Bandra-Kurla Complex, Bandra (E), Mumbai – 400 050, hereinafter called “the Exchange” (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns) **By** <*Name of Member*>, a company incorporated in India under the Companies Act, 1956/2013 and registered as Trading Member in the Debt segment of the Exchange bearing SEBI registration no. <*Insert Sebi Reg. no*.> and Trading Member Code - *\*\*\*\**, with its registered office at *[to be inserted]* , represented by its duly authorized signatories hereinafter called “the Undersigned” (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors and permitted assigns).

**WHEREAS**

1. The Undersigned is desirous to operate as an Online Bond Platform Provider ("**OBPP**”) and has applied to the Exchange for its approval as specified under SEBI circular bearing reference number SEBI/HO/DDHS/DDHS-RACPOD1/P/CIR/2022/154 dated November 14, 2022, on ‘Registration and regulatory framework for Online Bond Platform Providers (OBPPs)’ as may be modified from time to time, hereafter referred to as “**SEBI Circular**”.
2. The Exchange as a prerequisite to the Undersigned being allowed to operate as an OBPP require the Undersigned to furnish the Undertaking in the manner and on the terms herein below:

**NOW THEREFORE IN CONSIDERATION OF THE EXCHANGE having agreed to provide its approval to the Undersigned to operate as an OBPP for the aforesaid purposes, The Undersigned hereby IRREVOCABLY AND UNCONDITIONALLY undertake and agree to abide by and be bound by the following terms and conditions:**

1. The Undersigned shall comply with all such requirements of the SEBI or the Exchange, existing and future with regard to and in connection with the Undersigned operating as an OBPP.
2. The Undersigned shall adhere to all circulars, notifications, Byelaws, Rules and Regulations introduced/modified by the Exchange/SEBI from time to time.
3. The Undersigned shall comply with all the applicable guidelines, notifications, circulars rules and regulations more specifically the above-mentioned SEBI Circular and Regulation 51 A of SEBI (Issue and Listing of Nonconvertible Securities) Regulations, 2021, as may be issued/ modified by SEBI from time to time in this regard.
4. The Undersigned hereby agrees and understands that this Undertaking shall be co-terminus with the Trading Member undertaking and/or the undertaking provided for registration in Debt segment and the Undersigned further understand that in the event of any non-compliance with the terms of the said undertakings by the Undersigned, the Exchange shall have the right to take action in accordance with its Byelaws, Rules and Regulations.
5. The Undersigned understands and agrees that the Exchange has the right to monitor the operations of the Undersigned as may be required, regarding its compliance with applicable laws.
6. The Undersigned shall keep the Exchange informed of events resulting in disruption of activities or market abuse without undue delay.
7. The Undersigned undertakes that it shall conduct its business at the Exchange prudently and shall ensure that it will not be prejudicial or detrimental to public interest in general, and to the Exchange in particular.
8. The Undersigned undertakes and agrees that all the information/data provided by the Undersigned as a part of its application to operate as an OBPP and this Undertaking, are true, correct and adequate to enable the Exchange to take an informed decision. The Undersigned further agrees that it shall forthwith inform the Exchange in writing if there is any change in the information furnished to the Exchange.
9. The Undersigned agrees and understands that the Exchange shall have the right to audit and inspect any books of account, documents or information in the possession of the Undersigned pertaining to its operations with/without prior notice. Further, the Undersigned shall provide access to all such documents or information to the Exchange as well as their auditors and SEBI in order to ensure compliance with all applicable laws.
10. The Undersigned understands that the Exchange shall place absolute reliance on this Undertaking, its application submitted to the Exchange, or any other information/data submitted to the Exchange. The Undersigned shall be solely responsible for all consequences arising out of or in connection with, if this Undertaking, its applications or any other information/data provided to the Exchange or any part thereof is false.
11. The Undersigned shall indemnify the Exchange against any claims (including any third-party claims), demands, proceedings, actions, losses, costs, damages, charges (including reasonable legal fees and disbursements) arising as a result of the Undersigned operating as an OBPP or any non-compliance with this Undertaking.
12. The Undersigned shall maintain and preserve such information, records, books and documents pertaining to its operation as an OBPP for such period as may be specified by the Exchange from time to time.
13. The Undersigned understands that the Exchange shall have the right to take such action as it may deem fit in accordance with its Byelaws, Rules and Regulations or any other applicable circular/laws.
14. The Undersigned hereby agrees and undertakes that there are no pending fees/ dues payable to SEBI, stock exchange(s) and clearing corporation(s).
15. The Undersigned hereby undertakes and warrants to provide the following information to the Exchange at the time of its application and from time to time whenever such events arise:
16. Details of any enquiry/ adjudication/ prosecution or any other action including consent proceedings, administrative warning, caution or advisory letter, etc., pending/ taken against the Undersigned,any of its directors/ promoter or promoter group/ key managerial persons (“KMPs”)/Compliance Officer or its associate(s)/group companies and their directors/ promoter or promoter group/ key managerial persons (“KMPs”)/Compliance Officer by the Exchange, other stock exchange(s), SEBI or any other regulatory authority, alongwith the details of corrective steps taken by it to prevent the recurrence and details of compliance with any direction or order issued by the Exchange, other stock exchange(s), SEBI or any other regulatory authority in this regard.
17. Details of its directors/ promoter or promoter group / key managerial persons (“KMPs”)/Compliance Officer, who have been declared defaulter by any exchange/clearing corporation.
18. Details of its directors/ promoter or promoter group/ key managerial persons (“KMPs”)/Compliance Officer, who have been declared bankrupt.
19. Details of action initiated/taken against the Undersigned by stock exchange(s) pursuant to any inspection/audit, etc., alongwith the details of corrective steps taken by it to prevent the recurrence and details of compliance with any direction or order issued by any stock exchange in this regard.
20. The Undersigned herby confirms that it has necessary infrastructure like adequate office space, equipments and man power to effectively discharge all its activities as an OBPP.
21. The Undersigned hereby undertakes and warrants to provide to the Exchange, the information (such as nature of violation, action initiated / taken by any authority, the details of corrective steps taken thereon and and details of compliance with any direction or order issued in this regard) realated to any instances of violation or non-adherence to any securities market related regulations by the Undersigned, its directors/ KMPs/ Complaince Officer/ promoter or promoter group or any of its associate(s) / group companies and thier directors/ promoter or promoter group/ key managerial persons (“KMPs”)/Compliance Officer in India or any other jurisdiction. Such information shall be provided at the time of its application and from time to time whenever such events arise.

In addition to the above, the Undersigned shall provide the following information in the form of a declaration*:*

1. Monetary penalties imposed against the Undersigned, any of its associate(s)/group companies their directors/partners/proprietor/KMPs/Compliance Officer/ promoter or promoter group, for irregularities/ violations in the financial services sector, by any financial regulatory body or government authority or any settlement arrived with any financial regulatory body during the last five years and details thereof and penalties awarded for economic offences.
2. Details of all cases of suspensions and cancellation of certificate of registration of the Trading Member on any account in the last 10 years.

All disclosures pertaining to penalties and action taken as per (i) and (ii) above against its promoter(s) or promoter group may be limited to the jurisdiction of the country where the principal activities (in terms of income / revenue) of the Trading Member / associate companies are carried out or where the headquarters is situated.

1. The Undersigned agrees and understands that if any difference/dispute arises as to the interpretation, meaning or effect of this Undertaking or as to the rights and liabilities of the parties to this undertaking or as to any other matter, decision of the Exchange shall be final and binding on the Undersigned. This Undertaking shall be subject to, construed and interpreted in accordance with the laws of India and the Court in Mumbai shall have the exclusive jurisdiction over its.

Stamp:

Date:

Place:

Sign: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of the signatory: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Note: Should be signed by the designated directors /Compliance Officer/Authorized Signatory