**Annexure 7**

**UNDERTAKING**

(To be executed on Rs. 600/- stamp paper / applicable stamp duty of the state (whichever is higher), duly Notarized on all pages, signed, stamped & sealed by Authorized Signatory on all pages)

I / We \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, a firm registered under the Indian Partnership Act, 1932 / a Company / Body Corporate incorporated under the Companies Act of 1956 / \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Act, \_\_\_, are a Member (defined below) and residing at / having our registered office at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ give this UNDERTAKING on this \_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_ at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ IN FAVOUR of **NATIONAL STOCK EXCHANGE OF INDIA LIMITED**, a company incorporated under the Companies Act, 1956 and having its registered office at Exchange Plaza, Bandra-Kurla Complex, Bandra (East), Mumbai 400 051 (hereinafter referred to as ‘NSEIL’ which expression shall unless repugnant to the context include its successors, assigns and legal representatives).

**WHEREAS**

a) NSEIL provides Test Market facility for development activities and to perform the functional testing of the trading software.

b) NSEIL has decided that it shall make the Test Market facility available to the prospective members who have applied to the Exchange for membership and their application fees has been received by NSEIL. The prospective member should also be eligible to apply for Test Market facility in order to use their trading software for trading on NSEIL (defined herein as “the Member”).

c) The connectivity with the test market servers is provided to the Members through Leased Lines provided by telecom vendors, as prescribed NSEIL, from time to time.

**NOW THEREFORE IN CONSIDERATION OF NSEIL** having agreed to provide Test Market facility to me/us, I/we hereby IRREVOCABLY AND UNCONDITIONALLY UNDERTAKE and agree to abide by and be bound by the following terms and conditions :

1. In pursuance to the application made in the form as prescribed NSEIL for availing test market access by me / us, I/we shall deemed to have agreed by the provisions mentioned in the undertaking hereunder.
2. I / we shall also ensure that the activity carried out through use of the Test Market facility is strictly in accordance with the approved network diagram and the requirements specified by NSEIL / DOT / MTNL and / or other appropriate government / statutory authorities.
3. I / we shall pay requisite fee for Test Market facility as may be prescribed by NSEIL from time to time. The requisite fee for accessing Test Market facility is non- refundable.
4. I / we shall, at our own expense provide all lines, cabling, hardware, equipment and other communication facility required for transmission of the data between the receiving premises (defined below) and the server installed at the my / our office(s) and also obtain the necessary approval in writing from relevant authorities.
5. I / we shall pay such charges as required by NSEIL and as may be levied by any other authorities from time to time.
6. I / we shall ensure that the telecommunication network used by me / us shall be as per the requirements specified by NSEIL / DOT / MTNL / any other Government / Statutory Authorities from time to time.
7. I / we shall be responsible to connect to the Test Market with proper parameters and version nos. as provided by NSEIL from time to time.
8. I / we shall not assign and / or otherwise transfer any one or more rights and / or obligations relating to the use Test Market facility, without prior written permission of NSEIL.
9. I / we undertake that I / we shall connect to the Test Market Server only to perform functional testing of our trading softwares and will not use it for any other purpose without prior written permission of NSEIL.
10. I / we undertake that connection to the Test Market Server will terminate to our own office in India as intimated to NSEIL and will not change the location used to connect to the Test Market Server without prior written permission of NSEIL.
11. I / we undertake that the Test Market access shall be given to my / our employee / approved person and shall not provide to any unauthorized person.
12. I / we shall follow and comply with such orders or instructions including any such order or instruction, as may be issued by NSEIL from time to time.
13. I/we understand that the Test Market Facility shall be available for six months period from date of grant of access to Test Market Facility to the Member and NSEIL shall intimate the Member before expiry of such period of six months.
14. NSEIL may, at its discretion, provide access to the Test Market from any location, as may be notified by NSEIL from time to time (hereinafter referred to as the “receiving premises”), to me / us, and the I / we shall be responsible and required to establish connectivity with such receiving premises at my / our cost.
15. No forbearance, delay or indulgence by NSEIL in enforcing any of the conditions and / or requirements contained in Undertaking/ scheme and / or amendments thereto shall prejudice and / or restrict the rights of NSEIL nor shall any waiver of the right of NSEIL operate as a waiver of any subsequent breach. No right, power or remedy herein conferred upon or reserved for NSEIL is exclusive of any other right, power or remedy available to NSEIL and that each such right, power or remedy shall be cumulative.
16. NSEIL has and shall have an absolute right to add, modify, amend and/or delete any of the terms and conditions for providing the Test Market facility and such additions, modifications, amendments and / or deletions shall be applicable and come into force as may be notified by NSEIL from time to time and that I/we and/or every approved person associated with me/us shall abide and/or be bound by such additions, modifications, amendments and/or deletions as if such additions, modifications, amendments and/or deletions are part of this undertaking /scheme.
17. **Notice of withdrawal by** **me/us**
    * 1. I / we may be entitled, by giving one month’s written notice, to request NSEIL to withdraw the Test Market facility. Such withdrawal shall be subject to such conditions and/or requirements as may be stipulated by NSEIL, including payment of such amount to and/or by NSEIL, as may be decided by NSEIL at its discretion.
      2. I / we shall forthwith inform NSEIL in writing as and when any notice is received by me/us in connection with any institution of winding up proceedings against me/us and that I / we shall inform the Exchange in writing before I/we initiate any winding up proceedings to be wound up. I/we further undertake, that I/we shall inform NSEIL in writing on the onset of any circumstance which is likely to or may render me/us to be wound up or which is likely to or may render me/us liable to be subject to winding up proceedings.
18. **Indemnifying NSEIL**

I / we shall be deemed to have indemnified and keep indemnified NSEIL harmless against every and all claims, demand, damages, liabilities, losses and/or expenses suffered by NSEIL directly by reason of the use and / or non-use of the Test Market facility.

1. **No warranty by NSEIL**

I / we agree and am /are fully aware that NSEIL does not, in any manner, warrant that the use of Test Market facility, will be error-free and / or uninterrupted.

1. **No liability to NSEIL**

NSEIL shall not, in any way, be responsible for development, maintenance, updates, upgrades, error fixes or any other support to the software being used for Test Market facility by me/us and shall not be liable for any loss suffered by me/us due to the use of software for Test Market facility.

Also, NSEIL shall, in no way, be liable for any direct and / or indirect damage, costs, claims and / or expenses whatsoever, in connection with

1. Mechanical or electrical or telephone or network breakdown or power failure or malfunction of any of the servers or auxiliary equipment used by me/us and / or any other cause beyond the reasonable control of NSEIL.
2. Special direct / indirect economic or consequential loss or damage including, but not limited to loss of profit, business revenue, opportunity costs, goodwill or anticipated saving.
3. Any event of a force majeure.

For the purpose of this clause, “Force Majeure” means and includes wars, insurrections, revolution, fires, floods, epidemic quarantine restrictions, declared general strikes in relevant industries, Act of God, Act of the Government of India and / or any concerned State Government and any such other acts or events beyond the control of NSEIL. Further, this will not be prejudicial to the rights already accrued to NSEIL due to failure by any member to perform either in full or in part any of the obligations prior to the occurrence of the event of Force Majeure.

1. **No guarantee**

It is clearly understood that neither NSEIL nor the directors, managers, officers, employees or agents of NSEIL guarantee the functioning of the Test Market facility or uninterrupted connectivity to the Test Market system of NSEIL. NSEIL and the directors, managers, officers, employees and agents of NSEIL shall not be, in any way, liable to me/us and/or to any other person for any problem in performance or interruption Test Market facility or for any damages, consequential or otherwise, arising therefrom or occasioned thereby. No proceedings shall be issued by me/us or approved person/third party against NSEIL or against any of the directors, managers, officers or employees of NSEIL for any act of commission or omission done in discharge of official functions.

1. **Applicability**

This Undertaking shall be applicable not only to the information services and terminal equipment already used by me/us but shall also be applicable to any information services and terminal equipment that may be developed by me/us in future, even if I/we have either altered and / or intend to alter mode of supplying information to, except where I/we have obtained permission, in writing, for such alteration with complete details, from NSEIL.

1. **Withdrawal of Test Market facility**

I / we understand that I / we don’t have any right whatsoever for continued access to Test Market facility and NSEIL may, at its discretion, make the Test Market facility available to me / us upto such time as NSEIL may deem fit and that the Test Market facility may, at any time, be withdrawn, at its discretion by NSEIL, without giving any notice / reference to me / us and / or reasons whatsoever.

1. I/ we understand that NSEIL has the full discretion to accept our application for membership on NSEIL trading platform. In case such application is rejected, NSEIL shall reserve the right to withdraw our access to Test Market Facility and I/ we cannot hold NSEIL responsible for the fee paid towards accessing Test Market Facility.

*(\*I / We or me/us or my / our delete whatever is inapplicable)*

**SIGNED and DELIVERED** by the within named )

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \*for and on behalf of )

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

In the presence of Witnesses )

1. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Name & Address) ) ………………………….

2. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Name & Address) )………………………….

**The checklist and format of the undertaking is given below:**

|  |  |  |
| --- | --- | --- |
| **CHECKLIST FOR DOCUMENTS TO BE SUBMITTED** | | |
|  | Name of Member : |  |
| **Sr** | **Pre Checks** | **Tick wherever applicable** |
| 1 | Stamp paper is of minimum Rs. 600 /- \*\*for details refer instruction below |  |
| 2 | Stamp paper purchased in name of Member |  |
| 3 | Undertaking is executed in favour of NSEIL |  |
| 4 | Date of Stamp paper purchase : |  |
| 5 | Date of execution of undertaking mentioned : |  |
| 6 | Date of Notarizing to be mentioned : |  |
| 7 | Notary stamp on all pages |  |
| 8 | Date of entering into the agreement as specified on the first page of the agreement should be on or before the date of notarizing the agreement. |  |
| 9 | Undertaking is executed within validity of stamp paper (Date of execution is on or after the date of, and is within six months of, the stamp paper purchase date) |  |
| 10 | Clauses of Undertaking are as per format |  |
| 11 | Signature on all pages of the Undertaking |  |
| *a* | For Individual : Only self can sign |  |
| *b* | For Partnership Firm : All Partners OR Authorised Signatories |  |
| *c* | For Corporates : Minimum two directors or a managing director OR  Any person authorized by the board can sign on behalf of the company. |  |
| *d* | For LLP : Minimum 2 designated partners |  |
| *e* | For others : Authorised signatories |  |
| 12 | Signature of 2 witness on last pages of the Undertaking |  |
| 13 | Company’s stamp / common seal if affixed and in presence of persons authorised by the Board Resolution (for Corporates only) |  |
| 14 | If there is any correction in the undertaking , then ensure the persons as authorised by the board resolution have signed across the correction |  |
| 15 | Additional Documents to be collected | Remarks |
| *a* | For Individual : None | - |
| *b* | For Partnership Firm : Partnership deed or any other documents as advised |  |
| *c* | For Corporates : Copy of board resolution and specimen signature list of authorised signatories |  |
| *d* | For LLP : copy of LLP agreement along with board resolution with specimen signature of minimum 2 designated partners |  |
| *e* | For others : any other documents as advised |  |

In case of discrepancies the below person may be contacted:

Contact Person Name:

Contact Number: