**Annexure I**

**Undertaking to be given by the members applying for NNF facility** **developed In-house or procured from empanelled vendor or through** **Application Service Provider (ASP)**

(***Note:*** *Document to be stamped for Rs.600/- or the value prevailing in your State, whichever is higher. Please execute document on Non-Judicial stamp paper/s or on paper franked from Stamp Office/authorized banks*)

This undertaking is executed on \_\_(Date)\_\_\_ at \_(Place)\_ towards registration of NNF facility.

I / We \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, an individual / a proprietor / a firm registered under the Indian Partnership Act, 1932 / an Limited Liability Partnership under Limited Liability Partnership Act 2008 / a Company / body corporate incorporated under the Companies Act of 2013, and residing at / having our registered office at / principle place of business at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter referred to as the ‘**Undersigned**’ which expression shall unless repugnant to the context include his / its successors, assigns and legal representatives) give this Undertaking IN FAVOUR of **NATIONAL STOCK EXCHANGE OF INDIA LIMITED**, a company incorporated under the Companies Act, 2013 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)

1. **WHEREAS**, NSEIL provides inter alia a Non-Neat Front-End facility developed In-house or procured from empanelled vendor or through ASP (hereinafter referred to as the "NNF facility") by which NSEIL provides a facility to its Trading Members to access the trading system of NSEIL.

**WHEREAS**, NSEIL makes available the NNF facility to its Trading Members on case to case basis, subject to such terms and conditions as NSEIL specifies from time to time in the Scheme governing the use of facility relating to Compute to Computer Link (CTCL), Internet Based Trading (IBT), Direct Market Access (DMA), Securities Trading using Wireless Technology (STWT), Smart Order Routing (SOR), Algorithmic Trading (AT),etc. (hereinafter referred to as the "NNF scheme") and in order to avail of the NNF facility, it is mandatory for each trading member to execute an undertaking in favour of NSEIL agreeing to abide by any modifications / additions to the scheme of NNF effected by NSEIL from time to time.

1. **WHEREAS,** I/We am/are desirous of availing of the NNF facility by fulfilling all the terms and conditions as may be prescribed by NSEIL from time to time at its discretion in this regard.
2. WHEREAS, if any undertaking executed prior to this Undertaking for availing NNF facility, that shall cease to exist on execution of this Undertaking.

**NOW THEREFORE IN CONSIDERATION OF NSEIL** having agreed to allow the Trading Member at his / its request, to avail of the various types of NNF facility from time to time , the Trading Member hereby IRREVOCABLY AND UNCONDITIONALLY UNDERTAKES and agrees to abide by and be bound by the following terms and conditions:

1. That I/We shall abide by, comply with and be bound by the Rules, Bye-laws, Regulations and NNF scheme of NSEIL as in existence or as may be modified / amended by the relevant authority from time to time and any circular, order, direction, notice, instructions issued and / or as maybe modified or amended from time to time by the relevant authority;
2. That NSEIL shall be entitled to amend its Rules, Bye Laws, Regulations and NNF scheme unilaterally and I/We shall be deemed to have consented to them, and accordingly be bound by the Rules, Bye-laws, Regulations and NNF scheme prevailing from time to time and NSEIL shall be entitled to all powers vested in them under the Rules, Bye-laws and Regulations, by which I/We unconditionally agree to be bound;
3. That I/We shall execute, sign, subscribe, to such documents, papers, agreements, covenants, bonds and / or undertakings whether legal or otherwise as maybe if required by NSEIL from time to time.
4. That without prejudice to the rights, remedies whether legal or otherwise available to NSEIL upon my / our non-compliance with this Undertaking, I/We shall indemnify and keep indemnified NSEIL against any loss / damage suffered by it whether legal or otherwise arising due to non-compliance by me/us with the provisions of this Undertaking.
5. The above undertaking will be binding on my / our heirs / our successors and permitted assignees.

**IN WITNESS WHEREOF** this Undertaking is executed by me / us (\*in terms of the resolution passed by the Board of Directors at the duly convened meeting held on \_\_\_\_\_\_\_\_\_\_\_\_) on the day, month, year and the place first mentioned above.

*(\*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) )………………………….