**Annexure– XIV**

**UNDERTAKING FOR AVAILING SMART ORDER ROUTING FACILITY**

(***Note:*** *Document to be stamped for Rs.500/- 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*)

I / We \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, an individual / 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/ 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 on this the \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_ 20 at \_\_\_\_\_\_\_\_\_\_\_\_\_ IN FAVOUR of National Stock Exchange of India Limited, a company incorporated under the Companies Act of 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)

**WHEREAS,** NSEIL, has prescribed the SMART ORDER ROUTING FACILITY which allows the trading member’s trading engines to systematically choose the best execution destination based on factors viz. price, costs, speed, likelihood of execution and settlement, size, nature or any other consideration relevant to the execution of the order as may be approved by NSEIL from time to time.

NOW THEREFORE IN CONSIDERATION OF my / our application to NSEIL for approval for availing the SMART ORDER ROUTING FACILITY. I / We hereby IRREVOCABLY AND UNCONDITIONALLY UNDERTAKE and agree to abide by and be bound by the following terms and conditions: -

1. The SMART ORDER ROUTING shall route orders in a neutral manner.
2. That I / We shall execute Member Client agreement which will clearly prescribe the features of SMART ORDER ROUTING facility and the possible risks, rights, responsibilities and liabilities associated with SMART ORDER ROUTING Facility.
3. That I / We shall formulate best execution policy and communicate the same to my clients.
4. That I / We shall notify to my / our clients if any material changes are made in best execution policy. Such Changes shall be preceded by a notice of 15 days.
5. That I / We shall ensure that our best execution policy at all times shall be in compliance with best execution guidelines prescribed by the Exchange / SEBI from time to time.
6. That I / We shall carry out changes to the SMART ORDER ROUTING software only after getting a specific prior approval of the NSEIL in this regard.
7. That I / We shall ensure that all orders pertaining to SMART ORDER ROUTING facility would only be routed through the platform of respective recognized stock exchanges. I / We shall ensure that all orders entered into the SMART ORDER routing system are offered to the market for matching and no cross trades are generated.
8. That I / We shall maintain logs of all the activities to facilitate audit trail and shall also maintain records of orders, trades and data points for the basis of decision.
9. In case wherein client does not want to use SMART ORDER ROUTING facility for a particular order, the same shall be well documented by me / us.
10. That I / We shall carry out periodic system audit of the SMART ORDER ROUTING facility as may be specified by the Exchange from time to time and a Certificate in this regard shall be submitted to the Exchange.
11. That I / We shall carry out appropriate validation of all risk parameters before the orders are placed in the SMART ORDER ROUTING system.
12. That I / We shall ensure that alternative mode of trading system is available in case of failure of SMART ORDER ROUTING facility and I / We agree to bring the same to the notice of client.
13. That I / We shall ensure that the server which is routing orders placed through SMART ORDER ROUTING system to the exchange trading system is located in India.
14. That I / We shall co-operate with the Exchange to resolve Investor grievance if any, received with regard to SMART ORDER ROUTING. Further, in case of any disputes or complaints, I / We shall share necessary data as and when required in order to facilitate necessary examination.
15. That I / We agree that NSEIL decision with respect to SMART ORDER Routing facility will be binding on me / us and I / We hereby agree not to dispute the same.
16. That I / We agree that NSEIL approval with respect to SMART ORDER Routing system shall be specific with respect to recognized Stock Exchange(s) and I / We hereby agree that in case of any addition of recognized Stock Exchange(s) I / We shall be required to get a separate specific approval.
17. That I / We shall abide by all other obligations which are applicable to me / us as per rules, regulations, guidelines and circulars in force from time to time.

**IN WITNESS WHEREOF** this Undertaking is executed by the undersigned 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) )………………………….

**ANNEXURE – INSTRUCTIONS FOR UNDERTAKING**

1. The Undertaking is to be executed on a non-judicial stamp paper / franking worth **Rs.500/- if** executed in State of Maharashtra. If this Undertaking is executed outside the State of Maharashtra, then it must be executed on a non-judicial stamp paper stamped in accordance to the duty as payable in the place of execution or on a non-judicial stamp paper worth **Rs. 500/- whichever is higher.**
2. Further this Undertaking (including all annexures / schedules) has to be notarized before a Notary Public.
3. All the pages of this Undertaking (including all annexures / schedules) have to be signed in full. The persons signing should also sign in full at all places in the Undertaking where anything has been hand-written / any corrections have been made.
4. If the Trading Member is an individual, then the Undertaking has to be signed by the individual Trading Member himself.
5. If the Trading member is a firm, then ALL the partners are required to sign this Undertaking.
6. If the Trading Member is a corporate, then the Undertaking has to be signed by the Managing Director or any two Directors of the company named as an authorized signatories of the company. If the Trading Member is a corporate, the Undertaking has to be accompanied with a certified copy of the resolution of the Board of Directors of the company authorizing the person(s) executing the undertaking to do so. The Common Seal of the company has to be affixed by the company on this Undertaking in the presence of such persons as authorized by the Articles of Association of the company. The Board Resolution should clearly state that the affixation of common seal shall be made in the presence of such persons as authorized by the Articles of Association of the company and should also clearly state the names of such persons. The above persons should sign the undertaking as a token of their presence when the common seal is affixed.