

(On Stamp paper/Frinking of Rs. 500)

Issuer Undertaking

Date:

The Managing Director
Metropolitan Stock Exchange of India Limited
Vibgyor Towers, 4th Floor,
Plot No C-62, Bandra Kurla Complex,
Bandra (E), Mumbai – 400098

Sub: Usage of the electronic facilities and software of the Exchange's Electronic Book Mechanism by (Name of Issuer)

Dear Sir,

I ("Name of Authorized Signatory"), _____ ("Designation") am authorised by (Name of the Company) ("hereinafter referred to as "Company/Issuer) vide its Board Resolution dated _____ to sign, initial, accept, or execute all documents relating to issue of debt securities on behalf of the Company.(a copy of the Board Resolution is annexed herewith)

I, on behalf of the company, hereby state that the Company intends to issue **a)** debt securities as defined under Issue and Listing of Debt Securities Regulations, 2008; **b)** non-convertible redeemable preference shares as defined under SEBI (Non-Convertible Preference Shares) Regulations, 2013; **c)** debt securities as defined under of SEBI (Issue and Listing of Debt Securities by Municipalities) Regulations, 2015 **d)** 'Commercial paper' and/or 'Certificate of Deposits' as defined under RBI guidelines, **(please remove whatever is not applicable to the issuer and specify Issue Size, Issue Price and Quantity)** through the Stock Exchange mechanism in accordance with SEBI Circular No. SEBI/HO/DDHS/CIR/P/2018/05 dated January 5, 2018.

I, on behalf of the company, request the Exchange to allow the Eligible Participants as defined under above mentioned circular to participate in the Electronic Book Mechanism through the online platform of the Exchange, subject to such terms and conditions as may be set by the Exchange in this regard including signing of this undertaking, as given below:

1. I, on behalf of the company, hereby agree and accept that the Exchange will make available the facilities and software of Electronic Book Mechanism and it is understood that, the permission given by the Exchange to use their network and software should not in any way be deemed or construed as compliance with any statutory requirements or an approval by the Exchange; nor does it in any manner warrant, certify or endorse the correctness or completeness of any of the compliance with the statutory and other requirements.

2. I, on behalf of the company, further agree and accept the below mentioned terms of operations in respect of the electronic facilities and software of the Electronic Book Mechanism.
 - a. A complete and continuous back up maintained by the Exchange, of the data being entered into the by Eligible Participants.
 - b. The Exchange to keep operational on-line Electronic Book Mechanism facilities during those hours and dates as are finalized by the Exchange in consultation with the Issuer and as allowed by the aforesaid SEBI circular.
 - c. The Exchange shall provide its services on a best effort basis. However, the Exchange shall not be liable for failure of the system or for any loss, damage, or other costs arising in any way out of:
 - i. Telecom network or system failures including failure of ancillary or associated systems or fluctuation or power or other environmental conditions, any viruses, bugs in the system, etc.
 - ii. Accident, transportation, neglect, misuse, errors, frauds of the trading members or its authorized persons or the agents or any third party including other stock exchange.
 - iii. Any fault in any attachments or associated equipment (either supplied by the Exchange or approved by the Exchange) which forms or does not form part of the trading workstation installation, including any system issue or fault at other stock exchange.
 - iv. Act of God, fire, flood, war, act of violence, or any other similar occurrence
 - v. Any accidental special or consequential damages including without limitation of loss of profit.

- d. I, on behalf of the company, also agree and undertake to indemnify and keep indemnified and harmless the Exchange, its Directors and employees, from and against any and all liability resulting from claims, demands, penalties, suits and judgments and all costs, charges and expenses relating thereto as a result of any non-compliance or violation of any SEBI regulations/ requirements/circulars by the Company at any point of time.

- e. That I/We understand that provision of the facility of placing bids for debt securities is entirely at the sole discretion of MSE and MSE shall be entitled to discontinue the same by providing prior notice of 30 days, which shall be final and binding.

- f. That I/ We understand and agree that, MSE is the sole owner of the electronic facility provided by MSE and shall retain all ownership rights, title and interest over the Intellectual Property Rights of MSE of the EBP system. By usage of the said electronic facility, I/We shall not gain any Intellectual Property Rights.

- g. That I/We understand that the terms and conditions in relation to the facility provided by MSE shall be governed by the Laws of India and shall be subject to the exclusive jurisdiction of the Civil Courts at Mumbai

Thanking you,
Yours sincerely,
For and on Behalf of _____

(Signature)

Name:

Designation:

Place:

Date: