**Checklist and Format of the proprietary undertaking is provided below:**

|  |
| --- |
| **CHECKLIST FOR DOCUMENTS TO BE SUBMITTED FOR PROPRIETARY UNDERTAKING** |
|   | Member Code : |   |
|   | Name of Member : |   |
| **Sr** | **Pre Checks** | **Tick wherever applicable** |
| 1 | Stamp paper is of minimum Rs. 500 /- \*\* for details refer instruction below |   |
| 2 | Stamp paper purchased in name of Trading 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 Signatory  |   |
| *c* | For Corporates : Minimum two directors or a managing director ORAny 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:

**Format of Undertaking**

**UNDERTAKING FOR AVAILING PROPRIETARY ACCOUNT ORDER ENTRY FACILITY**

 I/We \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, an individual /a firm registered under the Indian Partnership Act, 1932 / a Company / body corporate incorporated under the Companies Act of 1956 /\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Act, 19\_\_, and residing at / having our registered office at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 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 1956, with its registered office at "Exchange Plaza", Bandra - Kurla Complex, Bandra (E), Mumbai - 400 051(hereinafter called "NSEIL")

 **WHEREAS**

1. NSEIL provides the National Exchange for Automated Trading (NEAT) software to enable its Trading Members to trade and in addition NSEIL also provides Computer To Computer Link (hereinafter called "CTCL") facility to Trading Members for order entry, receipt of order and trade confirmation and also for receipt of data relating to its trade quotations.
2. NSEIL, has prescribed that the facility of placing orders on "Pro-account" through trading terminals shall be availed by the Trading Members only at one location of the Trading members as specified / required by the Trading Members; any trading terminal located at a place other than the above location shall have a facility to place order only for and on behalf of a Constituent by entering client code details as required by NSEIL/ SEBI; and In case any Trading Member requires the facility of using "Pro-account" through trading terminals from more than one location, such Trading Member shall request NSEIL stating the reason for using the "Pro-account" at multiple locations.
3. NSEIL has as a precondition to the Undersigned being permitted the facility of using "Pro-account" through trading terminals from more than one location required me/us to furnish the undertaking in the manner and on the terms herein below:-

**NOW THEREFORE IN CONSIDERATION OF NSEIL** having agreed to allow me/us at my/our request to avail the Pro-account facility from more than one location, I/we hereby IRREVOCABLY AND UNCONDITIONALLY UNDERTAKE and agree to abide by and be bound by the following terms and conditions:-

1. That I/we undertake to enter proprietary orders only from the Pro-account terminals permitted by NSEIL and undertake not to misuse the said "Pro-account" facility and state that the proprietary trades on the Pro-account terminals pertain to proprietary trades and not client trades.
2. That I/we state that either our Director(s)/Partner(s) is/are based at and supervise the location where “Pro-account” trading terminals are located or our Board of Directors/all Partners, have identified and authorized the Director(s)/Partner(s) to supervise the “Pro-account” trading terminals located at additional location where Directors/Partners may not be based. The Pro-account facility shall be made available to the Approved Users only after obtaining the prior written consent of NSEIL and subject to such terms and conditions as may be prescribed by NSEIL from time to time.
3. That I/we undertake not to use the "Pro-account" trading terminals for purposes other than the defined reasons.
4. That I/we undertake to take all such steps and/or precautions to ensure and keep ensured that the ‘Pro-account’ facility is not extended to a location other than the location of the trading terminals where the "Pro-account" facility is permitted by NSEIL and CTCL terminals shall not be extended beyond the location of such permitted trading terminals.
5. That NSEIL, at its absolute discretion, may make the Pro-account facility available to me / us only from the date of my / our enablement on the Pro-account facility till such time as it may deem fit and further that the Pro-account facility may at any time be withdrawn by NSEIL at its discretion without giving me / us any notice or any reasons whatsoever.
6. That I/we shall execute, sign, and subscribe, to such other documents, papers, agreements, covenants, bonds, and / or undertakings as may be prescribed or required by NSEIL from time to time.
7. That I/we undertake to abide by all the provisions of the Byelaws, Rules, Regulations and Circulars/norms and requirements that may be in force from time to time relating to use and operation of the NEAT Trading System (including use of CTCL software) and that they shall also mutatis mutandis become applicable to the use and operation of the Pro-account facility.
8. That I/we undertake to render all possible assistance and cooperation to NSEIL by providing all information in any form as it may require and shall produce such documents, records, accounts, books, data howsoever stored including data stored in magnetic tapes, floppy diskettes, etc. and any other information as may be required by NSEIL at its discretion.

**IN WITNESS WHEREOF** this Undertaking is executed by the undersigned on the day, month, year and the place first mentioned above.

Witness 1 Name & Sign:

Witness 2 Name & Sign:

Signed by, for and on behalf of: Before me

**Instructions for Board Resolution**

1. 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 authorising the person(s) executing the undertaking to do so along with their specimen signatures and designations.
2. The Board Resolution should clearly state that the affixation of common seal shall be made in the presence of such persons as authorised 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.

**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 minimum two authorised partners are required to sign this Undertaking. Further, the undertaking has to be accompanied with the copy of the Authority letter/ Power of Attorney duly signed by all the partners of a firm along with details of the authorised partners along with specimen signatures and designations has to be given in a certified copy.
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 authorised signatories of the company. OR any person authorized by the board can sign on behalf of the company and as such it is not necessary for the directors to sign the documents. The Common Seal of the company has to be affixed by the company on this Undertaking in the presence of such persons as authorised by the Articles of Association of the company.