



EBP Undertaking - Issuer

[To be submitted on the letter head of the applicant]

To,
The Metropolitan Stock Exchange of India Limited,
2nd Floor, Piramal Corporate Park, Building A,
Lal Bahadur Shastri Marg, near Sunder Baug Lane,
Kurla West, Mumbai, Maharashtra 400070

We, _____ (the “Applicant”), an Issuer in accordance with relevant Securities and Exchange Board of India (SEBI) Regulations and having our registered office at _____, wish to register to access the Electronic Bidding Portal of MSE (hereinafter referred to as the “Platform”) to issue Private Placements of Debt Securities on/through the Platform.

1.	Entity PAN	
2.	Contact Person	
3.	Contact Number	Landline: Mobile:
4.	E-mail ID	
5.	E-mail ID of Admin User	
6.	Category((NBFC/HFC/others):	
7.	LEI Number	

To satisfy the requirements for such application as specified by MSE, we hereby represent and warrant as follows:

1. We have read, understood and agree to comply with the 'Terms and Conditions' governing our access to the Platform, as enclosed with this letter, and agree to be bound by them at all times, as applicable.
2. We shall execute, sign, and subscribe, to such documents, papers, undertakings, covenants, bonds and/or undertakings as may be required by MSE from time to time in relation to our access to the Platform.
3. We represent and warrant we have full legal right, power and authority to enter into this Undertaking.
4. We represent and warrant that all our disclosures made in connection with this application are true and correct, and that we are eligible under applicable law to participate on the Platform.
5. We agree that this Undertaking, read with the enclosed Terms and Conditions, shall be subject to and construed and interpreted in accordance with the laws of India and we hereby submit to the exclusive jurisdiction of the Courts in Mumbai in relation to any disputes or differences that arise in the interpretation or effect thereof.

I, the undersigned, represent that I have been duly authorized by the Applicant to execute this binding undertaking as its authorized representative in terms of the resolution of the Board of Directors at the duly convened meeting held on _____.

On behalf of _____

Authorized Signatory

Name:

Designation:

TERMS AND CONDITIONS

MSE provides a facility to issuers to conduct electronic book building through the use of the Electronic Bidding Portal of MSE (hereinafter referred to as the “Platform”) and to bidders to participate in such book building processes on the Platform through prior registration in each case with MSE;

1. The Issuer shall be required to satisfy the eligibility requirements specified by MSE, from time to time, in the Operating Guidelines on a continuous basis to be able to use the Platform.

2. Responsibilities of the Issuer

- a) The Issuer shall always be compliant with and be bound by all applicable laws and regulatory requirements in relation to the activities carried out by the Issuer on the Platform for the time being in force, including but not limited to the relevant provisions of the Companies Act, 2013, the relevant extant Guidelines, Notifications, Directions, and Circulars released by the Reserve Bank of India (“RBI”), relevant Securities and Exchange Board of India (“SEBI”) Regulations, Circulars, and Directives and all Circulars notified in connection therewith, applicable directions, notifications, guidelines, regulations, etc. issued by the Government of India, and the relevant directions from such other competent authorities who may have jurisdiction over the Issuer (together hereinafter referred to as the “Legal Framework”), in addition to the EBP Operating Guidelines as available on <https://mseindia.com/products/debt/ebp>.
- b) The Issuer shall conduct its activities on the Platform fairly and diligently, and shall ensure that its actions or conduct are not in any manner detrimental to the interests of MSE, or the Participants in the Platform.
- c) The Issuer shall promptly and diligently pay all such fees and expenses for using the Platform in such manner as set out by MSE from time to time.
- d) The Issuer shall be responsible for identifying the bidders registered on the Platform to be given access to the bidding portal for any Private Placement. While doing so, the Issuer shall be solely responsible for complying with the Legal Framework governing private issues, and for responding to any enquiries or proceedings initiated by any regulator in connection with the actions of the Issuer’s on the Platform.
- e) The Issuer shall be responsible for making all necessary disclosures in relation to any Private Placement in accordance with the parameters set out by the Platform and the Legal Framework. The Issuer shall be responsible to provide the terms of the Private Placement, and the relevant material information in relation to the securities being issued to the EBP Platform/ MSE to enable a transparent and fair bidding process.

- f) The Issuer understands that its login credentials constitute a unique signature of the Issuer/its authorized representative(s) and is used to establish identity. Access of the platform by the Issuer through the login credentials shall be considered deemed consent to the acts/operations carried out/instructions conveyed on the Platform, and attribution of such acts/operations/instructions. MSE shall facilitate the modification/ resetting of the Issuer's login credentials upon request. However, the Issuer agrees that sharing its login credentials to access the Platform with any unauthorized third party can result in adverse consequences and shall be at its sole risk and liability. MSE shall not be liable for any consequences of the same faced by the Issuer.
- g) The Issuer shall not host, display, upload, modify, publish, transmit, or share any information that belongs to another person and to which it does not have any right, violates any law for the time being in force, or communicates any information which contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer resource.
- h) The Issuer shall maintain appropriate policies and procedures in place to receive and redress grievances of bidders in connection with Private Placements by the Issuer.
- i) The Issuer shall maintain and preserve such information, records, books and documents pertaining to its participation on the Platform for such period as may be specified by SEBI, RBI or any other authority, from time to time.

3. Representations and warranties by the Issuer

Notwithstanding the generality of the foregoing clause(s), the Issuer agrees, represents, warrants, and undertakes as follows:

- a) MSE shall not be expected to verify, validate, or be held responsible for the accuracy or completeness of the information or data as provided by the Issuer during Private Placements to bidders, including the information in the private placement memorandum/private offer letter.
- b) The Issuer warrants that it shall use the software application deployed by the Platform only for the purpose of bidding for rate and / or amount and / or book building for Private Placements, and such related activities as may be necessary in the normal course of business.
- c) That the Issuer is and shall continue to be in compliance with the Legal Framework.

4. Consequences of Non-compliance:

The Issuer agrees that MSE can take necessary action against the Issuer, including discontinuation of its access, cancellation/suspension of its activities, or de-registration from the Platform, for reasons including non-compliance with these Terms and Conditions, directions issued against the Issuer under an order, injunction or decree issued by any court/authority with competent jurisdiction that is non-appealable, the enactment of any law rendering illegal the business of the Issuer/its participation in any Private Placement, or the winding up of the Issuer.. De-registration of the Issuer shall not affect any obligations of the Issuer that have already arisen from access to the Platform under the Terms and Conditions mentioned here or under the Legal Framework.

5. Reservation of rights

MSE reserves its right to:

- a) Modify/revise the Operating Guidelines, and the continued use of the Platform by the Issuer shall constitute an explicit undertaking by the Issuer of its understanding and acceptance of the modified Operating Guidelines.
- b) Cancel/withdraw any issue for violations by any Issuer of the terms mentioned herein, or the Legal Framework governing the use of the Platform.
- c) Cancel or suspend the transactions of its Participants when requested/directed by any competent legal authority(ies), or when necessitated due to the occurrence of material events that may have a bearing on the performance/operations of the Issuer during the book building process, and on an informed appraisal of the status/position of the Issuer.
- d) Release/disclose information regarding bids on the Platform or the Issuer to third parties/ as required/permitted by law.

Notwithstanding anything contained in these terms and conditions, the Issuer acknowledges and agrees that MSE does not provide any assurance, guarantee, warranty or representation, whether express or implied, regarding the success, subscription or performance of any of the securities issued or proposed to be issued by the Issuer through the EBP Platform.

MSE shall not owe any fiduciary duty or obligation to the Issuer or any other person in connection with the issuance of securities through the EBP Platform and shall not be liable for any loss, damage, costs, claims, liabilities, or expenses incurred by the Issuer, whether directly or indirectly, arising from or in connection with the use of the EBP Platform.