

National Stock Exchange of India Limited

Arranger Registration - List of documents required for registering on NSE - EBP	
S. No	Particulars
1	Copy of PAN Card
2	Proof of the Bank Account details. Below documents are accepted for verification purpose <ul style="list-style-type: none">- Bank Account Statement- Cancelled Cheque- Letter from Bank containing all the details (To be issued on letterhead of bank) <p>Note: Proof submitted should mandatorily contain below details for verification. Account Holder Name, Account Number, Account Type, IFSC Code and Bank Name</p>
3	Proof of DP Account details. <ul style="list-style-type: none">- Demat Account Statement/Client Master List
4	Application from the company (As per Annexure I)

Note :-

1. Once the Registration is complete, Exchange will verify the details and provide Entity Code, User ID and Password to access the EBP platform

Annexure I

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

Date: _____

To,

National Stock Exchange of India Limited
Exchange Plaza, Bandra-Kurla Complex,
Bandra (East), Mumbai - 400051

Subject: Application for registration to use the electronic bidding portal of NSE for private placement of debt securities

We, _____ (the “Applicant”), an Arranger as defined in the Securities and Exchange Board of India (SEBI) Circular No. SEBI/HO/DDHS/CIR/P/2018/05 dated January 5, 2018, and having our registered office at _____, wish to register to access the Electronic Bidding Portal of NSEIL (hereinafter referred to as the “Platform”) to participate as bidders (Category 1 Participants) in Private Placements of Debt Securities by issuers on the Platform. Details regarding the Applicant are as follows:

1.	Entity PAN	
2.	Contact Person:	
3.	Contact Number:	Landline: _____ Mobile: _____
4.	E-mail ID:	
5.	E-mail ID of Admin User:	
6.	Category(QIB/Non-QIB):	

In order to satisfy the requirements for such application as specified by NSEIL, we hereby represent and warrant as follows:

1. We have read and understood the ‘Terms and Conditions’ governing our participation on 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, agreements, covenants, bonds and/or undertakings as may be required by NSEIL from time to time in relation to our participation on the Platform.
3. We agree that in the event of non-performance of any of its obligations by any issuer registered on the Platform, we shall not be entitled to claim any compensation in any form or manner from NSEIL.
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

1. These terms and conditions shall govern the Bidder's registration for and subsequent use of the online electronic bidding portal and related facilities provided by NSEIL for the private placement of debt securities (the "Platform"). These terms and conditions shall be binding on the Bidder till such time it is registered on the Platform, save as provided otherwise.
2. The Bidder agrees to the [Disclaimer](#) in connection with the provision of the Platform by NSEIL, the [Privacy Policy](#) governing the collection, storage and use of personal information of the Bidder in the manner described therein, and the [Platform Rules](#) specifying the general rules governing the use of the Platform by registered bidders and issuers ("Participants"), each of which are published on the platform website and the NSE website respectively, and the provisions of which shall be read harmoniously with these Terms and Conditions, may be modified from time to time with/without prior notice, and shall prevail in case of any conflict with these Terms and Conditions.
3. The Bidder shall always be compliant with all applicable laws and related requirements applicable to the activities carried out 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"), the relevant Securities and Exchange Board of India ("SEBI") Regulations, Circulars, and Directives, applicable NSE Circulars, and applicable directions, notifications, guidelines, regulations, etc. issued by the Government of India (the "Legal Framework"), in addition to the Platform Rules.
4. The Bidder 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 NSEIL.
5. The Bidder shall promptly and diligently pay all such fees and/or expenses in such manner as set out by NSEIL from time to time for using the Platform.
6. The Bidder shall not infringe the intellectual property rights of NSEIL while using the Platform, directly or indirectly.
7. The Bidder shall be solely responsible for submission of correct and valid bids reflecting their preferences, and NSEIL shall not be responsible for the consequences of incorrect or invalid bids being placed on the Platform.
8. The Bidder understands that its login credentials constitute a unique signature of the Bidder/its authorized representative(s), and establishes identity, consent to the acts/operations carried out/instructions conveyed on the Platform, and attribution of such acts/operations/instructions. NSEIL shall facilitate the modification/ resetting of the Bidder's login credentials upon request. However, the Bidder 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, and NSEIL shall not be liable for any consequences of the same faced by the Bidder.
9. The Bidder shall suitably record/document the consent of its clients to participate in the Platform for any private placement, and their consent to submit bids on their behalf. The Bidder shall be solely responsible for the fulfillment of necessary KYC formalities in relation to its clients who are not Qualified Institutional Buyers (as defined under Regulation 2(zd) of SEBI (Issue of Capital and Disclosure Requirements) Regulations, 2009).
10. The Bidder shall ensure that its clients are suitably informed about, and made to understand, the Legal Framework governing their participation, relevant clauses of these Terms and Conditions, the Platform Rules, the Disclaimer, and the Privacy Policy. The Bidder shall not charge fees/commissions higher than the maximum permissible fees/commissions as may be prescribed by NSEIL or SEBI.
11. The Bidder shall ensure that its clients are suitably informed about, and made to understand, the material terms of any Private Placement in which such clients wish to participate, including the risks involved in the investment, the nature & timeframe of returns, and the terms in relation to redemption/transferability of the securities being bid for.
12. The Bidder shall suitably maintain its clients' personal information and such other information that are obtained in the course of such clients' participation in the Platform, and shall not disclose the same to any person/authority except as required under any law/regulatory requirements, or as consented to by its clients in writing.
13. The Bidder, while placing bids on behalf of its clients, shall ensure cooperation with the issuer in limiting the number of clients on whose behalf it is bidding for any Private Placement on the Platform. The Bidder shall ensure that information pertaining to any Private Placement ("Issue-specific Information") is shared only with such number of clients as has been permitted / assigned by the issuer for that Private Placement or the Platform ("Permitted Limit"). The Bidder agrees that it shall be solely responsible for exceeding the Permitted Limit while sharing Issue-specific Information, and the consequences that ensue as a result.
14. The Bidder shall diligently follow its clients' instructions in relation to their participation on the Platform, including while submitting bids on their behalf. The Bidder understands that NSEIL shall not verify, validate, or be held responsible for the accuracy of its bids placed on behalf of its clients, or the consequences of submitting incorrect client bids on the Platform. The Bidder shall be solely responsible for meeting its clients' instructions.
15. The Bidder shall make prompt and timely communication to its clients of disclosures by an issuer of any material information or event prior to, during, or subsequent to any Private Placement on the Platform.
16. The Bidder shall maintain appropriate policies and procedures to receive and redress grievances of its clients in connection with their bids on the Platform, and suitably communicate these policies and procedures to its clients.

Signature: _____ Date: _____ Name: _____ Designation: _____

17. NSEIL will ensure that the Platform, and its dealings with Participants, is compliant with the requirements under the Legal Framework. NSEIL shall promptly address any defects/problems in the system as reported to it. NSEIL shall ensure the integrity, secrecy, and retrievability of data shared on the Platform through suitable security, storage and dissemination features. NSEIL shall provide suitable facilities to enable proper upload of information/data in connection with any Private Placement and their communication to the required Participants, and registration, storage, & communication of bids to the concerned issuer. NSEIL's liabilities shall be subject to the Disclaimers.
18. The Bidder agrees that NSEIL can take necessary disciplinary action against it, including cancellation/suspension of its activities on the Platform, or its de-registration from the Platform, without prior notice if required, for reasons including non-compliance with these Terms and Conditions, directions as such against the Bidder 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 Bidder/its participation in any Private Placement, or the winding up of the Bidder. De-registration of the Bidder shall not be deemed to terminate its allied covenants towards NSEIL.
19. Notwithstanding the remaining Terms and Conditions, all grievances brought by Participants to NSEIL in connection with their use of the Platform shall be addressed through the mechanism specified under the Platform Rules.
20. **Reservation of rights:** The Bidders understands that NSE reserves its right to (a) modify/revise these Terms and Conditions or the Platform Rules with/without prior notice, and the continued use of the Platform by the Bidder shall constitute its explicit agreement of its understanding and acceptance of such modifications; (b) cancel any bids placed by the Bidder or any the transactions of Participants for violations of these Terms and Conditions, or 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 any bidding process or on an informed appraisal of the status/position of the issuer by the Bidder/its clients. NSEIL reserves the right to release/discard information regarding bids on the Platform to third parties/competent authorities as may be required/permitted by law.
21. **Indemnity:** The Bidder shall, for the duration of its registration and one year thereafter, keep NSEIL and its officers, directors, employees, and agents indemnified and held harmless against all actions, proceedings, claims, liabilities (including statutory liability), costs (including legal costs), awards, losses and/or expenses, arising as a result of any breach by the Bidder of any of its representations, warranties, undertakings, declarations, these Terms and Conditions, or the Platform Rules, or any negligent act/omission/default/misconduct/ fraud by the Bidder or its authorized representatives.
22. Neither the Bidder nor NSE shall be deemed to have any relationship of agency or partnership vis-à-vis each other.
23. All communications/notices made to NSEIL by the Bidder shall be by way of e-mails from the registered email ID of the Bidder as designated by NSEIL. The Bidder shall, upon registration, be required to furnish to NSEIL a list of its authorized representatives for its interactions with NSEIL. The Bidder shall ensure that any changes to this list are forthwith communicated to NSEIL, and NSEIL shall not be responsible for omissions by the Bidder in this regard.
24. No party shall be held liable for non-performance of its obligations due to force majeure or an act of State.
25. These Terms and Conditions shall be subject to and interpreted in accordance with the laws of India, and NSEIL and the Bidder hereby submit to the exclusive jurisdiction of the Courts in Mumbai for any differences/disputes that may arise between them, at any point in time, as to the interpretation, meaning, or effect of these Terms and Conditions, the rights and liabilities of the Bidder in relation to its use of the Platform, or matters relating to NSEIL's administration of the Platform. If one or more of these Terms and Conditions are held to be unenforceable in law, such provision shall be deemed to be excluded from these Terms and Conditions and the remainder of the Terms and Conditions shall be interpreted and enforced to the extent permitted by law.

Signature: _____ Date: _____ Name: _____ Designation: _____