**Clearing Member Undertaking**

On Rs. 600 Stamp Paper, Duly Notarised)

**CORPORATES**

We \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,a company incorporated under the Companies Act, 1956/ 2013 and having its registered office at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter referred to as the 'Undersigned' which expression shall unless repugnant to the context include its successors, assigns and legal representatives) give this Undertaking IN FAVOUR of AMC Repo Clearing Limited (“**AMC Repo**” or “**Clearing Corporation**”), a company incorporated under the Companies Act, 2013 and having its registered office at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter referred to as the 'Clearing Corporation' which expression shall unless repugnant to the context include its successors, assigns and legal representatives)

WHEREAS the Clearing Corporation is a company which offers clearing and settlement services, in relation to the Repo Transactions, to any person/entity/organisation including any member / trading member of any recognised stock exchange subject to the provisions of the Clearing Corporation's Rules, Bye-laws and Regulations.

AND WHEREAS the Undersigned are desirous of becoming a Clearing Member of the Clearing Corporation and the Clearing Corporation has agreed to admit the Undersigned to the benefits of its Clearing Membership provided, inter alia, the Undersigned execute an Undertaking in its favour.

NOW THEREFORE IN CONSIDERATION OF THE PREMISES AND IN CONSIDERATION OF THE CLEARING CORPORATION HAVING AGREED TO GRANT THE UNDERSIGNED AT ITS REQUEST, THE CLEARING MEMBERSHIP, THE UNDERSIGNED UNCONDITIONALLY AND IRREVOCABLY UNDERTAKE AND AGREE AS FOLLOWS

1. That the Undersigned shall abide by, comply with and be bound by the Rules, Bye-laws and Regulations of the Corporation as in existence or in force from time to time and also with any circular, order, direction, notice, instruction issued and in force from time to time.
2. That the Undersigned shall execute, sign, subscribe, to such documents, papers, agreements, covenants, bonds and/or undertakings whether legal or otherwise as required by the Clearing Corporation from time to time.
3. That the Undersigned shall follow and comply with such orders or instructions including any such order or instruction, whether being in the nature of a penalty or otherwise, as may be issued by the Clearing Corporation or any committee of the Clearing Corporation duly constituted for the purpose, in the event of the Undersigned committing any violation of any Rules, Bye laws, Regulations or practice or code of conduct prescribed by the Clearing Corporation in respect of the conduct of the business on the Clearing Corporation;
4. That if any difference/dispute shall arise as to the interpretation, meanings or effect of this undertaking or as to the rights and liabilities of the parties to this undertaking or as to any other matter relating to the Clearing Corporation's operations, the same shall be decided in accordance with the provisions contained in the Bye-laws, Rules and Regulations of the Clearing Corporation and that the decision of the relevant authority shall be final, conclusive and binding on the undersigned;
5. That the Undersigned shall furnish security deposits, pledge securities, hypothecate movables, create lien on bank accounts or furnish such other security as may be required by the Clearing Corporation from time to time and to do all acts, deeds and things to enable the Clearing Corporation to exercise all or part of the above-mentioned securities to secure recovery of defaulted amounts or in payment of any amounts due and payable to the Clearing Corporation including any other incidental charges relating to default and other dues of the Clearing Corporation and Stock Exchange(s), if any;
6. That the Undersigned is/are aware that it would be/are admitted as a Clearing Member on paying the prescribed membership fee and security deposit and that the Undersigned do unequivocally undertake that it shall not be entitled to make any claim for refund of the security deposit, except when the Undersigned surrenders its clearing membership to the Clearing Corporation, that too for the amount lying after appropriation of amounts due from the Undersigned towards its liabilities or obligations towards the Clearing Corporation/ Stock Exchange(s) and any other dues recongnised as payable by the undersigned under the Rules/Bye-laws and Regulations of the Clearing Corporation;
7. That without prejudice to the foregoing, the Clearing Corporation shall be entitled to forfeit any property, funds, amounts, deposits or other sums due to the Undersigned or to the credit of the Undersigned in such events or contingencies as may be stipulated in the Rules, Regulations and Bye-laws of the Clearing Corporation in force from time to time;

1. That the undersigned is fully aware and has full knowledge that the Clearing Corporation is not responsible or liable for any failure of computer systems, telecommunication network and other equipment installed at its offices and the Clearing Corporation shall also not be held responsible for any misuse, mishandling, damage, loss, defect etc; and the Clearing Corporation has the right to inspect and supervise all computer systems, software programmes, tele-communications equipment, etc, which are provided by the Clearing Corporation at the undersigned's office for which necessary assistance, cooperation and facility shall be provided and the Undersigned shall not make any alterations, modifications and changes without prior written consent of the Clearing Corporation
2. That the Undersigned undertake to subscribe to the mandatory insurance cover as required by the Clearing Corporation for the Clearing Members and to pay the insurance premium and also to comply with all requirements of the Clearing Corporation in respect thereof.
3. That the Clearing Corporation will be entitled to review the Undersigned's continuation as a Clearing Member of the Clearing Corporation if in the opinion of the Clearing Corporation any change in the constitution of the Undersigned or in composition of the Undersigned's Board of Directors has resulted or is likely to result due to any direct or indirect transfer of shares or securities in its share capital or in the share capital of any one or more companies or bodies corporate holding any part of its paid-up capital; and that any decision taken by the Clearing Corporation in this regard shall be final, conclusive and binding upon the Undersigned.
4. That within three calendar days from the date of the meeting of the Undersigned's Board of Directors or other competent committee, the Undersigned shall notify the Clearing Corporation of any approval or refusal to transfer the shares or securities forming part of its issued capital, if such transfer has or is likely to result in any change in the in the constitution of it or in composition of its Board of Directors;
5. The Undersigned further undertake that any change in its Control in any manner shall be effected only after prior permission from the Clearing Corporation.
6. That the Undersigned shall forthwith inform the Clearing Corporation in writing as and when any notice is received by the Undersigned in connection with any institution of winding up proceedings or similar proceedings against it and that the Undersigned shall also inform the Clearing Corporation in writing before the Undersigned initiate any winding up proceedings to be wound up. The Undersigned further undertake that it shall inform the Clearing Corporation in writing on the onset of any circumstance which is likely to or may render it to be wound up or which is likely to or may render it liable to be subject to winding up proceedings.
7. That the fees, security deposits, other monies and any additional deposits paid, whether in the form of cash, bank guarantee, securities or otherwise, with the Clearing Corporation, by the Undersigned from time to time, shall be subject to a first and paramount lien for any sum due to the Clearing Corporation and all other claims against the Undersigned for due fulfillment of engagements, obligations and liabilities of the Undersigned arising out of or incidental to any dealings made subject to the Byelaws, Rules and Regulations of the Clearing Corporation. The Clearing Corporation shall be entitled to adjust or appropriate such fees, deposits and other monies for such dues and claims, to the exclusion of the other claims against the Undersigned, without any reference to the Undersigned;
8. That without prejudice to the rights, remedies whether legal or otherwise available to the Clearing Corporation upon the Undersigned's non-compliance with this Undertaking, the Undersigned shall indemnify and keep indemnified the Clearing Corporation against any loss/damage suffered by it whether legal or otherwise arising due to its non-compliance with the provisions of this Undertaking.
9. That this Undertaking shall be binding upon the heirs, legal representatives, successors and assigns of the Undersigned.

Signed, sealed and delivered on this the

\_\_\_\_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_ at \_\_\_\_\_\_\_\_\_\_\_ on behalf of the within named Company in terms of the resolution passed by the Board of Directors at the duly convened meeting held on \_\_\_\_\_\_\_\_\_\_ in the presence of

Witnesses

(1)

(2)