

Trading Membership Undertaking - corporate

(To be executed on Rs.200/- stamp paper under the common seal of the company and duly notarized)

This undertaking is executed at _____ this _____ day of _____, 200_

To :

Power Exchange of India Ltd.,
Regd. Office,
"Exchange Plaza",
Bandra-Kurla Complex,
Bandra (E)
Mumbai- 400 051

hereinafter called "PXI" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns)

BY

.....
Regd. Office.....
.....

hereinafter called "The Undersigned" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors and permitted assigns).

WHEREAS PXI has agreed to admit the Undersigned as a Trading Member of Power Exchange in accordance with the Bye-laws and Rules of PXI in force from time to time.

AND WHEREAS PXI has as a precondition to the Undersigned being admitted as a Trading Member required the Undersigned to furnish the undertaking in the manner and on the terms herein below:

AND WHEREAS at a duly convened meeting of the Board of Directors (the "Board") of the Undersigned being M/s _____ Limited, the Board has authorised Mr./Ms. _____ and Mr./Ms. _____ to sign, execute and furnish the Undertaking to PXI on its behalf on the following lines.

NOW THEREFORE in consideration of PXI admitting the Undersigned as a Trading Member of PXI, the Undersigned hereby undertakes and agrees that :-

1. the Undersigned shall comply with all such requirements, existing and future with regard to and in connection with our admission as a Trading Member;
2. the Undersigned shall adhere to the Bye-laws and Rules framed by PXI for the respective segments/sub-segment from time to time;
3. the Undersigned shall abide by the Bye-laws and Rules introduced/ modified from time to time with/without prior notice;
4. the Undersigned shall abide by and adopt the Bye-laws and Rules pertaining to the clearing and settlement systems of PXI and any other agencies appointed by PXI for this purpose and any amendments made thereto from time to time;

5. PXI shall be entitled to amend its Bye-laws and Rules unilaterally and the Undersigned shall be deemed to have consented to them, and accordingly be bound by the Rules, Bye-laws and Business Rules prevailing from time to time and PXI shall be entitled to all powers vested in them under the Rules, Bye-laws and Business Rules, by which the Undersigned unconditionally agreed to be bound;
6. the Undersigned shall abide by the code of conduct as laid down from time to time by PXI and also any Rules, Regulations, circulars, guidelines etc. framed by Central Electricity Regulatory Commission (CERC) or any other regulatory authorities from time to time;
7. the Undersigned shall maintain and preserve such information, records, books and documents pertaining to the working of the Undersigned as a Trading Member for such period as may be specified by PXI from time to time;
8. the Undersigned shall permit PXI or any other authority appointed by it for inspection, access to all records, books, information, documents as may be required therefore;
9. the Undersigned shall submit periodic reports, statements, certificates and such other documents as may be required by PXI, and shall comply with such audit requirements as may be framed specially by PXI from time to time;
10. 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 PXI or any committee of PXI duly constituted for the purpose, in the event of the Undersigned committing any violation of any rules, bye laws, regulation or practice or code of conduct prescribed by PXI in respect of the conduct of the business in PXI;
11. the Undersigned shall conduct business at the Power Exchange prudently and shall ensure that it will not be prejudicial or detrimental to public interest in general, and to PXI in particular;
12. the Undersigned shall pay the costs and expenses including fees prescribed by PXI from time to time, arising from or incidental to the Undersigned operating on the Power Exchange's trading systems; and to establish other systems in accordance with the specifications prescribed by PXI from time to time;
13. the Undersigned shall use the Power Exchange's infrastructure facilities and equipment only for the purpose for which they are permitted to be used;
14. 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 PXI from time to time and to do all acts, deeds and things to enable PXI to exercise all or part of the above mentioned securities to secure recovery of default in payment and other incidental charges relating to default and other dues of the PXI, if any;
15. the Undersigned shall bring in additional deposits and funds as and when required to maintain the level of capital adequacy norms as decided from time to time to operate on the Power Exchange;
16. the Undersigned is aware that the Undersigned would be/is admitted as a Trading 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 it surrenders its trading membership to PXI, that too for the amount lying after appropriation of amounts due from it towards its liabilities or obligation towards Power Exchange;

17. without prejudice to the foregoing, PXI 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 and Bye-laws of the PXI in force from time to time;
18. PXI shall not be held responsible or liable for any failure of computer systems, telecommunication network and other equipment installed at the offices of the Undersigned and PXI shall also not be held responsible for any misuse, mishandling, damage, loss, defect etc. and PXI has the right to inspect and supervise all computer systems, software programs, telecommunications equipment, VSAT etc, which are provided by PXI at the office of the Undersigned and the Undersigned shall not make any alterations, modifications and changes without prior written consent of PXI;
19. the Undersigned shall not disclose, reveal, publish and advertise any material information relating to operations, membership, software, hardware, etc. of PXI without prior written consent of PXI except and to the extent as may be required in the normal course of its business;
20. where in the opinion of PXI, any change in the composition of the Board of Directors of the Undersigned has resulted or is likely to result due to any direct or indirect transfer of shares or securities in the share capital of the Undersigned, PXI will be entitled to review continuation of the Undersigned as a Trading Member of the Power Exchange; and the Undersigned shall be bound by any decision taken by PXI in this regard which shall be final;
21. where in the opinion of PXI any change in the composition of the Board of Directors of the Undersigned has resulted or is likely to result due to any direct or indirect transfer of shares or securities in the share capital of, any one or more companies or bodies corporate holding any part of the paid-up capital of the Undersigned, PXI will be entitled to review continuation of the Undersigned as a Trading Member of the Power Exchange; and the Undersigned shall be bound by any decision taken by PXI in this regard which shall be final ;
22. within 3 days from the date of the meeting of the Board of Directors of the Undersigned or other competent committee, the Undersigned shall notify PXI of any approval or refusal to transfer the shares or securities forming part of the issued capital of the Undersigned, if such transfer has or is likely to result in any change in the composition of the Board of Directors of the Undersigned;
23. the Undersigned shall execute, sign, subscribe to such other documents, papers, agreement, covenants, bonds, and/or undertakings as may be prescribed or required by PXI from time to time;
24. the Undersigned shall abide and be bound by the provisions of the Byelaws of Exchange even after the Undersigned is either declared a defaulter or expelled or has surrendered its trading membership, for all disputes with respect to dealings, contracts and transactions entered into prior to the date of such declaration as defaulter, expulsion or surrender of trading membership.
25. the Undersigned undertakes to make such contributions to Investor's Protection Fund as and when required by the PXI and also comply with all requirements of the PXI in respect thereof;
26. the Undersigned undertakes to subscribe to the mandatory insurance cover as required by the PXI for the Trading Members and to pay the requisite insurance premium and also to comply with all requirements of the PXI in respect thereof;
27. the Undersigned shall arrange to get itself registered with the relevant Central Excise Authority(ies) for the purpose of service tax, if any;

- 28. the Undersigned agrees and undertakes that the fees, security deposits, other monies and any additional deposits paid, whether in the form of cash, bank guarantee, securities or otherwise, with PXI, by the Undersigned from time to time, shall be subject to a first and paramount lien for any sum due to PXI 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 and Rules of PXI. PXI 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;
- 29. the Undersigned shall indemnify the PXI against any loss or damage including liabilities arising out of failure to comply with the Clauses above.

The Undersigned do hereby confirm that the information provided in its application form for the Trading Membership of PXI is true and correct to the best of the knowledge and belief of the Undersigned and that the above undertakings will be binding on the successors and permitted assigns of the Undersigned.

Signed sealed and delivered)
 by the withinnamed)
 being the authorised person)
 in terms of the resolution)
 of the Board of Directors)
 at the duly convened meeting)
 held on)
 in the presence of)

WITNESSES

Signature

(1) Name :
 ADDRESS

Signature

(2) NAME :
 ADDRESS

Before Me