

Roles & Responsibilities of participants on EBP Platform – BSE BOND

Issuer:

- 1) The Issuer shall utilize the Electronic Book Platform (“platform”) provided by BSE Ltd (“Exchange”) for book building mechanism for issuance of securities on private placement basis.
- 2) The permission granted by the Exchange is only to use the platform for conducting book building and the Issuer shall be responsible for ensuring compliance with all legal/regulatory requirements in relation to any private placement including ensuring compliance with Section 42 of the Companies Act, 2013 and other relevant statutes.
- 3) The permission granted by the Exchange to use the platform should not in any way be deemed or construed as compliance with various statutory requirements as prescribed by Securities and Exchange Board of India (SEBI)/Exchange/Companies Act 2013 and various rules, regulations prescribed under it; nor does the Exchange in any manner warrant, certify or endorse the correctness or completeness of any of the compliance with the statutory and other requirements nor does the Exchange take any responsibility for the financial or other soundness of the Issuer, its promoters, its management or any scheme or project of the Issuer.
- 4) The Issuer shall comply with directions/guidelines/circulars issued by SEBI/the Exchange/ ICCL from time to time and promptly pay the fees/expenses as prescribed by the Exchange for using the platform.
- 5) The Issuer is duty bound to comply with all the statutory provisions of the applicable laws and circulars/notices/directions issued by SEBI/the Exchange/ICCL , including but not limited to the relevant provisions of the Companies Act, 2013, extant guidelines, notifications, circulars released by the Reserve Bank of India from time to time in this regard.
- 6) The Issuer shall submit the Private Placement Memorandum (“PPM”)/ Information Memorandum (“IM”) and term sheet to the Exchange, containing all the information and disclosures as prescribed by the Exchange and as per the directions issued by SEBI.
- 7) The Issuer shall submit information/data/make disclosures with respect to the issue in the format as may be prescribed by the Exchange from time to time.
- 8) The Issuer shall comply with and maintain due procedures to receive and redress grievances raised by bidders/participants/investors relating to private placement by the Issuer as mandated by SEBI. However, an aggrieved participant may also approach the Exchange for redressal of its grievances against the Issuer/a bidder.
- 9) The Issuer shall make announcements relating to bidding process as prescribed under the SEBI circular.
- 10) The Issuer shall not use the platform of the Exchange simultaneously with other SEBI approved different Electronic Book Building Platforms for the same issue size of eligible securities as specified by SEBI.
- 11) The Issuer may withdraw from the issue process and shall be liable for the consequences as prescribed by SEBI from time to time.
- 12) The Issuer agrees that it shall not share its login credentials with any unauthorized third party and the Exchange shall not be liable for any consequences arising out of usage of login credentials by any third party.
- 13) The Issuer agrees not to upload, publish or transmit any information belonging to any other person and to which it does not have any right, is relating to money laundering, infringement of trademark, copyright or other proprietary rights, violation of applicable laws, or any information containing software virus/files/programs which may cause interruption/destruction/limit the functioning of platform.

- 14) The Issuer shall conduct its activities on the electronic book building platform efficiently and in a transparent manner, make necessary disclosures and shall ensure that its actions/conduct are not detrimental to the interests of the Exchange or the Participants using the Platform.
- 15) The Issuer shall maintain and preserve record, information, documents regarding the said participation on the Electronic Book Building Platform for such period as may be specified by the Exchange/SEBI/any other Regulator from time to time.
- 16) The Issuer shall be responsible for any claims, actions, damages or proceedings by third party (including but not limited to all costs, expenses, damages, losses) arising due to breach/violation of any requirements or obligation prescribed for using the platform, by the Issuer.
- 17) The Issuer will provide bank account details to the Exchange/ICCL for the purpose of settlement of funds as per provisions of SEBI circular it's amendments from time to time
- 18) The Issuer understands that the Exchange shall endeavor to provide the platform on a best effort basis to the Issuer and the participants. However, the Exchange shall not be liable for non-availability or failure of the platform or for any loss, damage, or other costs arising thereof in any manner, whatsoever, including in the following situations:
 - a. Telecom network or system failures including failure of ancillary or associated systems or fluctuation or power; or
 - b. Accident, neglect, misuse, errors, frauds by any person/entity; or
 - c. Act of God, fire, flood, war act of violence, force majeure events or any other similar occurrence, and/or an act of State; or
- 19) The Issuer expressly understands that funds and securities shall be credited by Indian Clearing Corporation Ltd to the accounts as per the details provided by the concerned party and neither the Exchange nor Indian Clearing Corporation Ltd shall be liable on account of such transfer of funds and securities undertaken as per the instructions provided to it.
- 20) The Issuer understands that the role of Exchange is restricted to providing the platform and it shall not be liable for any other obligations/liabilities, of whatsoever nature, to any person(s). The Exchange or Indian Clearing Corporation Ltd shall not be liable on failure by the party to make payment as per the schedule mentioned in the Private Placement Memorandum issued by the Issuer.
- 21) The Issuer understands that the Exchange shall have all rights including proprietary right on platform provided by it for book building process. The Issuer shall not infringe the Intellectual Property Rights of the Exchange in course of its use of the platform and any act of infringement of the Intellectual Property Rights of the Exchange shall be construed as breach of requirements for using the platform except limited to represent that the platform is provided by the Exchange.
- 22) The Issuer understands that the Exchange is entitled to withdraw the facility of providing the platform for any issue for violation by bidder/ participant/ arranger of any requirements prescribed by SEBI/the Exchange. The Exchange may cancel/suspend transactions of the participants as directed by any competent regulator/authority or arising due to occurrence of any material event having a bearing on the operation of the Issuer during the book building process and further on an informed status of the Issuer.

Arranger:

- 1) The Arranger(s) shall ensure that they are registered entities as per the relevant laws and regulations and are eligible to place the bids in accordance with the applicable law.
- 2) The facility provided for placing bids for securities is entirely at the sole discretion of the Exchange and the Exchange shall be entitled to discontinue the same, which shall be final and binding.
- 3) The Arranger(s) undertake to comply with the requirements as may be prescribed by SEBI /Exchange from time to time for the purpose of placing the bids.
- 4) The Arranger(s) shall ensure the Know Your Client (KYC) verification and enrolment of the eligible Participants on the platform in the manner as prescribed by SEBI/Exchange.
- 5) The Arranger(s) undertake to make disclosures of information/data as may be prescribed SEBI/Exchanges from time to time.
- 6) The Arranger(s) shall ensure that it will comply monetary limits with respect to bid on behalf of eligible participants.
- 7) The Arranger(s) warrant that information or data provided for the purpose of bidding is true and correct and undertake to provide information as sought by the Exchange from time to time.
- 8) The Arranger(s) shall be responsible for accuracy/veracity of the information uploaded for the purpose of bidding through the facility.
- 9) The Arranger(s) shall ensure to meet all the obligations for pay-in of funds in relation to bids placed as per terms and conditions mentioned in Private Placement Memorandum (PPM)/Information Memorandum/Term sheet and that the Exchange shall not be held responsible for any such non-compliance thereof.
- 10) The Arranger(s) understands and agrees that, in case of non-fulfilment of bidding obligations by the bidders, the Participant shall be debarred from accessing the platform for thirty days from the date of default. The decision of the Exchange regarding non-fulfilment of bidding obligations shall be final and binding.
- 11) The Arranger(s) shall neither use the infrastructure nor the facilities provided by the Exchange for any other purpose other than those mentioned herein.
- 12) The Arranger(s) understand that the Exchange shall neither be liable to the Arranger(s) or any other person(s) nor responsible regardless of the cause or duration, for any errors, inaccuracies, omissions, or other defects in, or untimeliness or unauthenticity, or for any delay or interruption, or for any claims or losses arising therefrom or occasioned thereby during bidding on the facility or thereafter.
- 13) The Arranger(s) understands and agrees to provide bank account details to the Exchange/ICCL for the purpose of transferring funds to the designated account of ICCL towards allotment
- 14) The Arranger(s) understands and agrees to provide demat account details to the Exchange for the purpose of transferring securities to the designated account towards allotment
- 15) The Arranger(s) understands that the Exchange shall endeavor to provide the platform on a best effort basis to the Issuer and the participants. However, the Exchange shall not be liable for non-availability or failure of the platform or for any loss, damage, or other costs arising thereof in any manner, whatsoever, including in the following situations:

- a. Telecom network or system failures including failure of ancillary or associated systems or fluctuation or power; or
 - b. Accident, neglect, misuse, errors, frauds by any person/entity; or
 - c. Act of God, fire, flood, war act of violence, force majeure events or any other similar occurrence, and/or an act of State; or
- 16) The Arranger(s) expressly understands that funds and securities shall be credited by Indian Clearing Corporation Ltd to the accounts as per the details provided by the concerned party and neither the Exchange nor Indian Clearing Corporation Ltd shall be liable on account of such transfer of funds and securities undertaken as per the instructions provided to it.
- 17) The Arranger(s) understands that the role of Exchange is restricted to providing the platform and it shall not be liable for any other obligations/liabilities, of whatsoever nature, to any person(s). The Exchange or Indian Clearing Corporation Ltd shall not be liable on failure by the party to make payment as per the schedule mentioned in the Private Placement Memorandum issued by the Issuer.
- 18) The Arranger(s) understands that the Exchange shall have all rights including proprietary right on platform provided by it for book building process. The Issuer shall not infringe the Intellectual Property Rights of the Exchange in course of its use of the platform and any act of infringement of the Intellectual Property Rights of the Exchange shall be construed as breach of requirements for using the platform except limited to represent that the platform is provided by the Exchange.
- 19) The Arranger(s) understands that the Exchange is entitled to withdraw the facility of providing the platform for any issue for violation by bidder/ participant/ arranger of any requirements prescribed by SEBI/the Exchange. The Exchange may cancel/suspend transactions of the participants as directed by any competent regulator/authority or arising due to occurrence of any material event having a bearing on the operation of the Issuer during the book building process and further on an informed status of the Issuer
- 20) The Arranger(s) agrees that it shall not share its login credentials with any unauthorized third party and the Exchange shall not be liable for any consequences arising out of usage of login credentials by any third party.

Investor:

- 1) The Participant(s) undertake that they are registered entities as per the relevant laws and regulations and are eligible to place the bids in accordance with the applicable law.
- 2) The Participant(s) agrees to comply with requirement of enrolment as may be specified by the Exchange from time to time.
- 3) The Participant(s) shall ensure that it will comply monetary limits with respect to bid.
- 4) The Participant(s) shall comply with requirement of Know Your Client (KYC) as specified by SEBI/the Exchange from time to time.
- 5) The Participant(s) understand that the facility provided for placing bids for eligible securities is entirely at the sole discretion of the Exchange and the Exchange shall be entitled to discontinue the same.
- 6) The Participant(s) undertake to comply with the requirements as may be prescribed by SEBI /Exchange from time to time for the purpose of placing the bids and share the required information with the Exchange.
- 7) The Participant(s) warrant that information or data provided by it for the purpose of bidding is true and correct and undertake to provide information as sought by the Exchange from time to time.
- 8) The Participant(s) shall be responsible for accuracy/veracity of the information uploaded by it for the purpose of bidding through the facility.
- 9) The Participant(s) shall ensure to meet all the obligations for pay-in of funds in relation to bids placed by it as per terms and conditions mentioned in Private Placement Memorandum (PPM) and in terms of requirements specified by SEBI/the Exchange and that the Exchange shall not be held responsible for any such non-compliance thereof.
- 10) The Participant understands and agrees that, in case of non-fulfilment of bidding obligations by the bidders, the Participant shall be debarred from accessing the platform for thirty days from the date of default. The decision of the Exchange regarding non-fulfilment of bidding obligations shall be final and binding.
- 11) The Participant(s) shall neither use the infrastructure nor the facilities provided by the Exchange for any other purpose other than those mentioned herein.
- 12) The Participant(s) understand that the Exchange shall neither be liable to it or any other person(s) nor responsible regardless of the cause or duration, for any errors, inaccuracies, omissions, or other defects in, or untimeliness or unauthenticity, or for any delay or interruption, or for any claims or losses arising therefrom or occasioned thereby during bidding on the facility or thereafter.
- 13) The Participant(s) understands and agrees to provide bank account details to the Exchange/ICCL for the purpose of transferring funds to the designated account of ICCL towards allotment.
- 14) The Participant(s) understands and agrees to provide demat account details to the Exchange for the purpose of transferring securities to the designated account towards allotment
- 15) The Participant(s) understands that the Exchange shall endeavor to provide the platform on a best effort basis to the Issuer and the participants. However, the Exchange shall not be liable for non-availability or failure of the platform or for any loss, damage, or other costs arising thereof in any manner, whatsoever, including in the following situations:

- a. Telecom network or system failures including failure of ancillary or associated systems or fluctuation or power; or
 - b. Accident, neglect, misuse, errors, frauds by any person/entity; or
 - c. Act of God, fire, flood, war act of violence, force majeure events or any other similar occurrence, and/or an act of State; or
- 16) The Participant(s) expressly understands that funds and securities shall be credited by Indian Clearing Corporation Ltd to the accounts as per the details provided by the concerned party and neither the Exchange nor Indian Clearing Corporation Ltd shall be liable on account of such transfer of funds and securities undertaken as per the instructions provided to it.
- 17) The Participant(s) understands that the role of Exchange is restricted to providing the platform and it shall not be liable for any other obligations/liabilities, of whatsoever nature, to any person(s). The Exchange or Indian Clearing Corporation Ltd shall not be liable on failure by the party to make payment as per the schedule mentioned in the Private Placement Memorandum issued by the Issuer.
- 18) The Participant(s) understands that the Exchange shall have all rights including proprietary right on platform provided by it for book building process. The Issuer shall not infringe the Intellectual Property Rights of the Exchange in course of its use of the platform and any act of infringement of the Intellectual Property Rights of the Exchange shall be construed as breach of requirements for using the platform except limited to represent that the platform is provided by the Exchange.
- 19) The Participant(s) understands that the Exchange is entitled to withdraw the facility of providing the platform for any issue for violation by bidder/ participant/ arranger of any requirements prescribed by SEBI/the Exchange. The Exchange may cancel/suspend transactions of the participants as directed by any competent regulator/authority or arising due to occurrence of any material event having a bearing on the operation of the Issuer during the book building process and further on an informed status of the Issuer
- 20) The Participant(s) agrees that it shall not share its login credentials with any unauthorized third party and the Exchange shall not be liable for any consequences arising out of usage of login credentials by any third party.

Custodian:

- 1) The Custodian(s) shall ensure that they are registered entities as per the relevant laws and regulations and are eligible to place the bids in accordance with the applicable law and authorised by the client to place the bids on their behalf.
- 2) The facility provided for placing bids for securities is entirely at the sole discretion of the Exchange and the Exchange shall be entitled to discontinue the same, which shall be final and binding.
- 3) The Custodian(s) undertake to comply with the requirements as may be prescribed by SEBI /Exchange from time to time for the purpose of placing the bids.
- 4) The Custodian(s) undertake to make disclosures of information/data as may be prescribed SEBI/Exchanges from time to time.
- 5) The Custodian(s) shall ensure that it will comply monetary limits with respect to bid on behalf of eligible participants.
- 6) The Custodian(s) warrant that information or data provided for the purpose of bidding is true and correct and undertake to provide information as sought by the Exchange from time to time.
- 7) The Custodian(s) shall be responsible for accuracy/veracity of the information uploaded for the purpose of bidding through the facility.
- 8) The Custodian(s) shall ensure to meet all the obligations in relation to bids placed for pay-in of funds to the issuer as per terms and conditions mentioned in Private Placement Memorandum (PPM)/Information Memorandum/Term sheet and that the Exchange shall not be held responsible for any such non-compliance thereof.
- 9) The Custodian(s) understands and agrees that, in case of non-fulfilment of bidding obligations by the bidders, the Participant shall be debarred from accessing the platform for thirty days from the date of default. The decision of the Exchange regarding non-fulfilment of bidding obligations shall be final and binding.
- 10) The Custodian(s) shall neither use the infrastructure nor the facilities provided by the Exchange for any other purpose other than those mentioned herein.
- 11) The Custodian(s) understand that the Exchange shall neither be liable to the Custodian or any other person(s) nor responsible regardless of the cause or duration, for any errors, inaccuracies, omissions, or other defects in, or untimeliness or unauthenticity, or for any delay or interruption, or for any claims or losses arising therefrom or occasioned thereby during bidding on the facility or thereafter.
- 12) The Custodian(s) understands and agrees to provide bank account details to the Exchange/ICCL for the purpose of transferring funds to the designated account of ICCL towards allotment
- 13) The Custodian(s) understands and agrees to provide demat account details to the Exchange for the purpose of transferring securities to the designated account towards allotment
- 14) The Custodian(s) understands that the Exchange shall endeavor to provide the platform on a best effort basis to the Issuer and the participants. However, the Exchange shall not be liable for non-availability or failure of the platform or for any loss, damage, or other costs arising thereof in any manner, whatsoever, including in the following situations:

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- 15) The Custodian(s) expressly understands that funds and securities shall be credited by Indian Clearing Corporation Ltd to the accounts as per the details provided by the concerned party and neither the Exchange nor Indian Clearing Corporation Ltd shall be liable on account of such transfer of funds and securities undertaken as per the instructions provided to it.
- 16) The Custodian(s) understands that the role of Exchange is restricted to providing the platform and it shall not be liable for any other obligations/liabilities, of whatsoever nature, to any person(s). The Exchange or Indian Clearing Corporation Ltd shall not be liable on failure by the party to make payment as per the schedule mentioned in the Private Placement Memorandum issued by the Issuer.
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- 18) The Custodian(s) understands that the Exchange is entitled to withdraw the facility of providing the platform for any issue for violation by bidder/ participant/ arranger of any requirements prescribed by SEBI/the Exchange. The Exchange may cancel/suspend transactions of the participants as directed by any competent regulator/authority or arising due to occurrence of any material event having a bearing on the operation of the Issuer during the book building process and further on an informed status of the Issuer
- 19) The Custodian(s) agrees that it shall not share its login credentials with any unauthorized third party and the Exchange shall not be liable for any consequences arising out of usage of login credentials by any third party.
