

**Application form for Membership to  
Centralised Payment System (CPS)**

## **Covering letter for Membership to centralised payment systems (CPS)**

The Chief General Manager  
Department of Payment & Settlement Systems  
Reserve Bank of India  
Central Office  
14th Floor Central Office Building  
Shaheed Bhagat Singh Marg  
Mumbai- 400 001

Dear Sir

### **Application for membership to Centralised Payment Systems(CPS)**

We hereby submit an application for in terms of RBI circular No. dated..... for following:  
(please tick the applicable)

- a. membership to the Centralised Payment Systems namely (RTGS/NEFT/NECS)
- b. current account with Deposit Account Department, RBI, Mumbai
- c. SGL account with RBI
- d. INFINET membership

2. The required information and documents have been furnished as mandated in the circular under reference.

3. We declare that the information furnished are true/current and complete to the best of our knowledge and belief.

Yours faithfully

Signature:

Name:

Designation:

Company Seal:

Date:

Place:

Encls:

## Part-A: General Information

1. Name of the applicant desirous of membership to CPS:
2. Constitution of the applicant: Bank/Financial Institution/Primary Dealer/ other entity:
3. Statute under which the applicant is incorporated/established (For other entities):
4. Status (For banks only):
  - a. *Licensed/Unlicensed:*
  - b. *Scheduled/Non-scheduled:*
5. Registered Office Address:
6. Date of incorporation :

*Note: Certificate of Incorporation – certified true copy to be provided.*
7. Date of commencement of business:

*Note: Memorandum of Association and Memorandum of Article to be provided)*
8. Name of the concerned Regulatory/Supervisory Department of RBI or other regulator IRDA / SEBI, etc., as the case may be:
9. Payment system/s for which membership/s is/are desired:
  1. Real Time Gross Settlement System
  2. National Electronic Fund Transfer System
  3. National Electronic Clearing Services System
10. Type of RTGS membership sought (Type A/B/D):
11. Purpose of seeking membership (details may be given in a separate Annex for each payment system):
12. No. of branches having connectivity all over India and likely to participate in the CPS (payment system wise):
13. Expected transaction volume/value (payment system wise):
14. Payment system/s in which the applicant is currently participating:
15. Whether the applicant is seeking membership to payment system/s only or seeking membership to payment system/s as well as opening of current account and SGL and/or CSGL account with RBI and, INFINET membership:
16. Status of availability of Current Account with DAD Mumbai: Yes/No
  - a. If yes, details of the Current Account may be provided
  - b. If no, whether applicant is seeking Current Account with DAD, Mumbai
17. Whether entity is having NDS membership- Yes/No
  - a. If yes, details of the NDS membership?

18. Status of availability of SGL and/or CSGL with PDO Mumbai: Yes/No

- a. If yes, details of the SGL and/or CSGL account may be provided
- b. If no, whether applicant is seeking SGL and/or CSGL account with PDO, Mumbai

19. Whether the applicant is a member of INFINET: Yes/No

- a. If yes, certificate of INFINET membership may be provided
- b. If no, whether applicant is seeking INFINET membership

## Part-B: Financial and Risk Management aspects

### 1. Financial indicators:

Financial Parameter	As per last audited balance sheet
CRAR	
Net NPA	
Net-Worth	
Profit/loss in last two years	

*Note: Attach the audited balance sheet and profit and loss statement for the last two years. For entities for which the financial indicators are not available and/or applicable, they may indicate so.*

2. The applicant has also to comply with the necessary technical/infrastructural requirements of the individual CPS which have been covered in Part-C.
3. Risk management practices in place or being planned to be in place for participating in the payment systems: Please elaborate in a separate Annex.
4. Risk management practices in place or being planned to be in place for operating SGL and/or CSDL account: Please elaborate in a separate Annex.

## **Part-C: Individual application forms for CPS, Current Account, SGL and / or CSDL Account, NDS, and INFINET**

*This part contains the application forms and documents required for individual CPS and form for opening current account, SGL and/or CSDL account, NDS and INFINET Membership*

- I. *Annex-I: Application form for opening Current Account at Deposit Account Department, Mumbai*
- II. *Annex-II Application form for opening SGL account with RBI, Mumbai*
- III. *Annex-III Application form for NDS membership*
- IV. *Annex-IV Application form for INFINET membership*
- V. *Annex-V Application form for RTGS membership*
- VI. *Annex-VI Application form for NEFT membership*
- VII. *Annex-VII Application form for NECS membership*

**Application Form and other documents required for opening of Current Account with  
DAD, Mumbai**

Reserve Bank of India  
Application for Opening Account- Licensed Banks/ /Primary Dealers

The Regional Director for Maharashtra & Goa Reserve Bank of India, Main Building Shahid Bhagat Singh Marg Mumbai - 400 001.	The Regional Director for ..... Reserve Bank of India, .....
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Dear Sir,

**Opening of Current Account in the name of: (Bank/Primary Dealer Name)**

**Registered Office:**

**Address:**

**Fax No:**

**Telephone No:**

**Email ID (not more than 38 characters):**

We request you to open an account in your books in the name of above mentioned company/ Association/ bank and forward herewith the following documents:

- (i) Original Certificate of Incorporation/Registration.
- (ii) Original Certificate of commencement of business (not required when)-
  - a. the company is registered before 1913 and does not invite public to subscribe to for shares
  - b. the Company is limited by guarantee and does not have a share capital
  - c. the entity is cooperative bank
- (iii) An up-to-date copy of the Memorandum and Articles of Association/Bye-Laws duly authenticated by the Chairman of the Board of Directors of the bank or a duly authorised official.
 

**Note :** *In the case of banks/institutions incorporated outside India the requisite documents listed at (i) (ii) and (iii) are not required since permission to operate in India has been granted by RBI.*
- (iv) True copy of Resolution of the Board of Directors (as per the specimen enclosed) authorising the opening of the account together with specimen signatures of the authorised signatories duly attested by the Chairman.

**Note:** *The resolution is not required if the official/s who has/have signed the Account Opening Form on behalf of a bank hold(s) power of attorney authorising him/them to open bank accounts in its name singly/jointly.*

v) Properly executed and stamped Power of Attorney/Resolution of the Board in favour of the officials authorised to operate on the account.

vi) Photocopy of the license issued by RBI (in case of a bank).

2. We hereby agree

i. to maintain a minimum balance requirement (of Rs.1.00 lakh for Subsidiary and Secondary Current Account) / (as per CRR requirement for Principal Current Account).

ii. that the account will not be overdrawn (intraday/overnight).

iii. to conduct the account in accordance with the rules and regulations prescribed by the Reserve Bank of India from time to time.

Yours faithfully

( )

Chairman/Authorised signatories

Officials authorized to operate the account

Name	Designation	Signature	
1.			
2.			
3.			

### **Specimen of the Resolution of the Board of Director**

We hereby certify that the following Resolution of the Board of Directors of the .....was passed at the meeting of the Board held on the.....(Name of the entity) and has been duly recorded in the Minutes Book of the said.....

"Resolved that a banking account for the ..... (Name of the entity) to be opened with the Reserve Bank of India,..... and the said account to be opened with any of the following officials jointly:

1.....  
(Designation)

2. ....  
(Designation)

Resolved further that the Reserve Bank of India ,..... be hereby authorized to honour cheques, bills of exchanges, promissory notes drawn, accepted or made on behalf of the ..... (Name of the entity) by any of the officials namely the general manager singly or any two of the following officials. ...., ..... acting jointly and to act on any instructions so given relating to the transaction of the .....(Name of the entity)

## Checklist for opening of Current Account

<b>Sl. No.</b>	<b>Documents required</b>
<b>1.</b>	Original Certificate of Incorporation/Registration
<b>2.</b>	Original Certificate of commencement of business
<b>3.</b>	An up-to-date copy of the Memorandum and Articles of Association/Bye-Laws duly authenticated by the Chairman of the Board of Directors of the bank or a duly authorised official
<b>4.</b>	True copy of a Resolution of the Board of Directors (as per the specimen enclosed) authorising the opening of the account together with specimen signatures of the authorised signatories duly attested by the Chairman.
<b>5.</b>	Properly executed and stamped Power of Attorney/Resolution of the Board in favour of the officials authorised to operate on the account.
<b>6</b>	Copy of banking license issued by Reserve Bank of India
<b>7</b>	In case of Primary Dealers, a copy of IDMDs approval to work as PD
<b>8</b>	In case of other non bank entities, a copy of RBI's approval.

**Application form for opening Subsidiary General Ledger Account (PDO 136)**

Address:

Date:

The Regional Director  
Reserve Bank of India  
Public Debt Office  
**Mumbai 400 001.**

Dear Sir,

**Subsidiary General Ledger Account**

We enclose a Bond of Indemnity duly executed by us in terms of the instructions contained in your Memorandum of procedure for the opening of Subsidiary General Ledger Accounts and request that the under mentioned securities held by us in our name may kindly be credited to the Account to be opened in our name.

2. We confirm that the undertaking given by us in the aforesaid Bond also covers all securities held by us in our name.
3. We also enclose the specimen signature sheet/s duly signed by the authorised persons empowered to operate on the Subsidiary General Ledger Accounts. The relative Power of Attorney already stands registered in the Books of your Office under No.\_\_\_\_\_.
4. We are maintaining a current account No.\_\_\_\_\_ with DAD, RBI, Mumbai (not applicable to entity not having account with DAD, Mumbai).
5. We also undertake to bear the cost of additional stamp duty under the law prevailing in any of the states in future.
6. We undertake to obtain INFINET connectivity and NDS/CCIL membership immediately after opening of SGL Account.

Please acknowledge receipt.

Yours faithfully,

Authorised Officials

(1)

(2)

**Encls:**

**Bond of indemnity: To be executed on Rs. 200/- Stamp Paper by two authorised officials of the entity concerned**

**PDO-137**  
Para 16.21(b)

**COMPANY**

**STAMP**

Rs.

THIS INDENTURE made this..... day of .....two thousand and ..... BETWEEN .....a company/bank incorporated in .....and carrying on business at \*..... and elsewhere in India hereinafter called the "Obligor" (which expression shall where the context so requires include its successors or assigns) of the One Part and THE RESERVE BANK OF INDIA constituted under the Reserve Bank of India Act II of 1934 hereinafter called the 'Obligee' (which expression shall where the context so requires include its successors or assigns ) of the Other Part :

WHEREAS the Reserve Bank of India has been constituted under Reserve Bank of India Act, II of 1934 AND WHEREAS at the request of the Obligor and for its convenience the Obligee has agreed to allow the Obligor to lodge Government securities held by it and standing in its name with the Obligee with powers of conversion into Stock in Ledger Form as also reconversion and WHEREAS the Obligee has agreed to open a Ledger Account in the books of any of its Public Debt Offices in India in respect of Government of India and State Government securities of different States so to be lodged by the Obligor from time to time with the Obligee and WHEREAS the Obligee relying on the representations made by the depositor that it is rightfully entitled to the said securities has agreed to accept the securities that will from time to time be lodged with the Obligee without any admission as to the title thereto or the propriety or validity of the endorsements thereon, provided the Obligor executes a Deed as is herein contained in favour of the Obligee agreeing to indemnify fully and effectually the President of India and Governors / State Governments of the States whose securities will from time to time be lodged by the Obligor with the Obligee and/or the said Obligee against any claim, demand, action, proceedings, costs, charges and expenses whatsoever in respect of the securities AND WHEREAS the Obligor has agreed to execute a Deed of Indemnity being these Presents NOW THIS INDENTURE WITNESSETH that pursuant to the said Agreement and in consideration of the premises, the Obligor doth hereby covenant with the Obligee that the Obligor shall and will from time to time and at all times hereafter well and effectually save, defend , keep harmless and indemnified the President of India and Governors / Governments of the concerned States and/or the

Obligee, their estate and effects of / from and against all claims, actions, demands , proceedings, costs, charges and expenses whatsoever in respect of the Government Securities which may from time to time be lodged by the Obligor with the Obligee and converted into Stock and held to its credit in the said Ledger Account and pay or make good to any person to whom the Obligee may assign this bond in pursuance of the provisions of Sub-Section (2) of Section 15 of the Government Securities Act 2006, or otherwise, which assignment may be in respect of all or any of the securities referred to above, the amount payable on any such security or securities covered by the assignment, including any amount of interest thereon received by the Obligor.

The common seal of the said obligor has hereunto been affixed @

IN WITNESS WHEREOF

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These presents have been signed by the obligor @

the day and year first above written.

\* Insert here place where principal account is maintained with the R.B.I.

@ Retain only whichever is applicable

**Specimen copy of the Resolution passed for opening SGL account and to deal in Government Securities transactions.**

**SPECIMEN OF RESOLUTION \*\***

Place of meeting with full address :  
Date of meeting :  
Convened by :

Resolved that S/Shri @ -----

Trustees / Officials / Directors of-----  
(Bank's / Trust's / Company's Name)

or any two of them jointly are hereby authorised to sell, purchase, transfer, endorse, negotiate and or / otherwise deal in Securities and sign letter of indemnity, execute bond of indemnity, guarantee, sign declaration and also authorised to receive interest and principal thereof on behalf of \*-----

-----  
Bank's / Trust's / Company's Name

True copy

Signature \_\_\_\_\_  
Chairman of the Fund / Company / Bank /  
Company Secretary / Director

-----Bank / Fund / Trust /Company

NOTE: Names in Resolution, G.P. Notes and PDO Form 57 must  
be identical (applicable in case of conversion into GP Notes-being issued to  
any office-by debit to SGL account)

- @ Please state here personal / individual name/s of the Trustees.
- \* Name of the Fund/Trust should be stated here. Name stated here should be in conformity with that stated in Registration / Recognition Certificate issued by Income-tax Commissioner/Charity Commissioner.
- \*\* Resolution should be submitted within six months from the date of Meeting.

\* Delete the words not required I/We request that, in respect of the stock detailed below,  
which is \*registered/to be transferred in my/our  
favour

Here put in the personal

I/We.....

Name(s) in block letters.

.....

.....

.....

Here put in the name of the  
Office in block letters.

May be described in the books of the Public Debt Office as  
the holder(s) of the office of.....

Without mentioned of my/our personal name(s).

This demand is made in pursuance of Rule 8(2)(b) of the Public  
Debt Rules, 1946.

(Signature).....

Address .....

(Signature) .....

Address .....

(Signature) .....

Address.....

Date .....

Particulars of Securities Referred to above		
No.	Loan	Amount

## **Checklist for Opening SGL Account with RBI**

### **A. General Checklist of documents to be submitted for opening a SGL Account<sup>3</sup>**

<b>SI No.</b>	<b>Name of the document</b>
1.	Application for opening of SGL Account in Form 136, as per PDO Manual, 1999. The membership No. needs to be indicated on the form. <sup>1</sup>
2.	Bond of indemnity on Rs. 200/- Stamp Paper executed by two authorised officials of the entity concerned.(For co-operative banks, no stamp duty is required in terms of para 16.21: Note of PDO Manual IV Edition 1999)
3.	Copy of Certificate of incorporation / registration/banking license certified by the Chairman / Managing Director (MD) or a Company Secretary (CS)
4.	A copy of Resolution passed for opening SGL account and to deal in Government Securities transactions. The same should be certified as a 'True Copy' by Chairman of the Meeting in which the resolution was passed.
5.	Two sets of specimen signatures (in original) of the officials authorised to operate the account, duly attested by the Chairman or MD or CS.
6.	PAN Number given by the Income Tax Authorities
7.	Certified copies of Rules /Regulations/Memorandum & Articles of Association/Byelaws etc.
8.	Current Account No. with Deposit Accounts Department (DAD) RBI, Mumbai
9.	NDS Membership application and undertaking on RS. 100/- (subject to change as per the stamp law in force) Stamp Paper. Both have to be submitted in prescribed format.
10.	The Foreign banks also have to submit a Power of Attorney <sup>2</sup> .

**Note:** Copies of all the documents mentioned above should be certified by the Managing Director, CEO or CS

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<sup>3</sup> For opening a CSGL account, an entity which already has a SGL account, if eligible, has to make a written request along with the application form

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1 Member ID for holding a G Sec, if not already obtained from PDO Mumbai would be created by them when the application is processed.

<sup>2</sup> Power of Attorney (PoA) executed in India and outside India, should fulfill the requirements of the provisions of relevant Acts in India (e.g. Notaries Act, 1952, Indian Stamp Act, 1899, etc., as applicable). There should be express provision to receive interest on and principal amount of securities and / or to negotiate / transfer them. As regards PoA of a foreign bank, it should be signed by their CEO / MD / CS; contain names of the Donor and Donee and date of execution of PoA; notarised by Notary in place where it is executed and attested by the officials of the Indian Consulate in that country; documents should be unconditional; As required under Section 17 of the Indian Stamps Act, all documents executed abroad have to be stamped within 3 months after they are received in India. Any other requirement as per the reciprocal arrangement with the country may also be complied.

**Application for Membership of NDS**

**(Name and Address of the Institution)**

Date

Place

To,

The Regional Director for Maharashtra and Goa  
Reserve Bank of India

Fort

**Mumbai – 400 001**

Dear Sir

**Application for membership of NDS**

We hereby apply for the membership of NDS.

2. We also undertake to comply with the enclosed undertaking for using NDS application software, as prescribed in Annex 'B' (enclosed below).

Yours faithfully

( )  
Authorised Official

**Annexure 'B'**

Format of Undertaking to be submitted by the Members

(To be stamped as an undertaking in accordance with the stamp law in force)

The Regional Director for Maharashtra and Goa  
Reserve Bank of India  
Fort  
Mumbai – 400 001

Dear Sir

We .... incorporated under the ..... and having its registered Office at -----(hereinafter referred to as the 'Member') gives this undertaking in favour of the Reserve Bank of India (hereinafter referred to as the 'Bank')

Whereas the Bank is providing NDS application software to members of NDS to enable dissemination of online trade information relating to deals in secondary market operated through NDS or reported on NDS by market participants in government securities, including treasury bills, repos, call/ notice/ term money, commercial paper and certificates of deposit, underwriting bids by primary dealers, bids/applications in auctions/floatations of primary issuance of government securities, bids/applications in auctions/ sales under Open Market Operations of Reserve Bank of India, bids in auctions of Liquidity Adjustment Facility - repos and reverse repos, interface to settlement systems and for matters connected therewith or incidental thereto.

And Whereas the Member has made an application in writing to the Bank for grant of membership of NDS in the format prescribed.

And whereas the Bank has agreed to admit the Member provided, the Member executes the undertaking in following form in its favour.

In consideration of the Bank having agreed to grant the Member membership of NDS, the Member unconditionally and irrevocably undertakes and agrees as follows:

i. The member shall abide by and comply with the NDS (Membership) Regulations, 2002, (“The Regulations”) as amended from time to time and also with any circular, order, notification, press release, instructions issued by the Bank in this behalf from time to time.

ii. The member shall execute, sign such deeds, documents, agreements, bonds and/or undertakings as required by the Bank from time to time in terms of the Regulations.

iii. The Member shall follow and comply with such orders or instructions whether being in the nature of penalty or otherwise as may be issued by the Bank or the Standing Committee under the Regulations or any institution duly constituted and authorized by the Bank for the purpose in the event of the member committing any violation of the Regulations.

iv. The Member agrees that the Bank shall have the absolute discretion to part with/disclose or disseminate such information concerning the members quotes/trades settled or rejected and either cleared and settled directly in Public Debt Office (PDO) of the Bank or through the Clearing Corporation of India relating to government securities and all other instruments traded or reported on NDS as deemed necessary by the Bank to regulatory authorities, government, other agencies and press and media.

v. The Bank shall not be held responsible or liable for any failure of computer system, telecommunication network and other equipment installed at the Member’s office premises. The Bank shall have right to inspect and supervise all computer systems, systems software, telecommunication equipments running NDS application software at the members’ end.

vi. The Bank is authorized to review the Member’s continuation as a member of the NDS if in the opinion of the Bank any event or likely occurrence of an event where the Member has resulted/ likely to result or affect directly or in any other manner the interests of the Bank or any policy changes of the Bank. The decision of the Bank in this behalf shall be final and binding upon the Member.

vii. The Member agrees that in case it undergoes any corporate reorganization including any amalgamation, demerger or acquisition of any undertaking, its membership shall be liable for suspension/ termination as per the Regulations.

viii. In the event of any corporate change in the management of the Member, the Bank shall have a right to call for such information, data and documents as may be deemed necessary and the member shall provide the same to the Bank and also extend all necessary cooperation in this behalf.

ix. The Member agrees to bind itself in all respect of all the transactions made by it with other members through NDS and to use digital signature currently provided by the IDRBT or digital signature provided by a Certifying Authority appointed under the Information Technology Act, 2000.

x. The Member unconditionally and irrevocably agrees that any transaction made by it by electronic SGL transfer form through NDS shall be binding on the member. The Member will not repudiate the transaction/s subsequently for any reason whatsoever and the Bank may act on such electronic forms and put through the transactions without any risk and responsibility.

xi. The Member agrees that it will indemnify the Reserve Bank against any possible loss/damage suffered in consequence of its acting on electronically reported trades through NDS for settlement.

xii. Without prejudice to the other rights and remedies available to the Bank, the Member hereby agrees to indemnify and shall keep indemnified the Bank against any loss/damage suffered by the Bank while availing of the facilities through NDS by the Member and any loss, damage, cost, expenses arising due to any default, misconduct or negligence on the part of the Member or any employee, agent, servant or representative of the Member.

xiii. The Member agrees that the liabilities for using NDS facilities for various activities, viz., bids, its submission in auctions and the result thereof, giving quotes, dealing in securities and money market instruments, generating deal ticket and approvals by dealers and settlers i.e. entering into a transaction settled by the Bank in electronic book entry form shall rest solely on the Member. The Member acknowledges that it is well aware of the consequences of signing this undertaking and fully comprehends the terms of using NDS application software.

xiv. In the event of any differences/dispute arising between the Member and the Bank /any other member as to the interpretation, meanings or effect of this undertaking or as to the

rights and liabilities of the member/s or the Bank or as to any other matter, the Bank's decision in this behalf shall be final.

Yours faithfully

( )

Authorised Official

Date:

Place:

**A. APPLICATION FOR MEMBERSHIP OF INFINET**

**(Name and address of the Financial Institution)**

Date:  
Place:

To  
The Regional Director for Maharashtra and Goa  
Reserve Bank of India  
Fort  
Mumbai – 400 001

Dear Sir,

**Application for membership of INFINET**

We hereby apply for the membership of INFINET. We undertake unconditionally to:

- i. abide by the Indian Financial Network Membership Regulations, 2001
- ii. comply with these regulations and conditions stipulated by the licensing authority
- iii. ensure not to provide access to INFINET to any other institution including its own subsidiary
- iv. maintain secrecy of information about other members received by it, in the course of usage of INFINET, and not to make use of such information

Yours faithfully,  
( )

**B. Undertaking to be given by the applicant**

To,

Regional Director  
for Maharashtra & Goa,  
Reserve Bank of India, Fort  
Mumbai - 400001

Dear Sir,

We hereby apply INFINET membership. We also undertake unconditionally to: -

1. abide by the operational guidelines and comply with the technical requirements as prescribed by the Bank/IDRBT
2. enter into a Service Level Agreement with the Service Provider
3. pay charges levied by the service provide for use of INFINET

Yours faithfully

(            )

### **C. Checklist for documents**

Co-operative banks have to submit the following documents:

<b>Sl. No.</b>	<b>Document</b>
<b>1.</b>	Copy of Board Resolution to obtain INFINET Membership
<b>2.</b>	Details of Existing IT Infrastructure
<b>3.</b>	Copy of banking license

**A. RTGS Membership- Type 'A/B'**

**1. Application for membership of the RTGS system**

**(Name and registered office address of the institution)**

Date: \_\_\_\_\_

Place : \_\_\_\_\_

The Regional Director for Maharashtra & Goa  
Reserve Bank of India,  
Main Building  
Shaheed Bhagat Singh Marg  
Mumbai - 400 001.

Dear Sir

**Application for Membership of the RTGS System**

We, (Name & Address of the Registered Office of the applicant institution), hereby apply for the membership of the Real Time Gross Settlement (RTGS) System and request you to admit us as a Type A/B member of the RTGS System.

2. We are a Scheduled Bank / Primary Dealer/ non-schedule bank maintaining Current Account bearing number ... with DAD, RBI, Mumbai.

3. We forward herewith the following documents:

a) A Certified copy of the advice of INFINET Membership.

*Note: In case the applicant is not an INFINET member and is seeking INFINET membership as part of this application to payment system, the same may be mentioned.*

b) A Certified copy of the advice of NDS (Negotiated Dealing System) Membership.

*Note: In case the applicant is not an INFINET member and is seeking INFINET membership as part of this application to payment system, the same may be mentioned.*

c) A Certificate regarding the Infrastructural arrangements as specified in Chapter 12 of the RTGS (Membership) Business Operating Guidelines, 2004, in the prescribed form

d) An Undertaking in the prescribed form

e) A Power of Attorney, in original, in the prescribed form

f) An Intra Day Liquidity (IDL) Agreement in the prescribed form

g) A Certified true copy of the Resolution of the Board of Directors authorizing to apply for the membership of the RTGS System.

*Note: The Resolution need not be insisted upon if the official/s who has / have signed the application form on behalf of the applicant institution hold/s a valid Power of Attorney authorizing him / them to apply for membership in its name.*

**OR**

*A letter from the Chairperson / Chief Executive Officer of the bank / Primary Dealer requesting for grant of membership of the RTGS System pending submission of a certified true copy of the resolution of the Board of Directors approving our decision to seek RTGS Membership. We undertake to furnish a copy of the Board resolution in this regard within a period of two months from the date of this application.*

4. We also request you and accordingly apply for the opening of a RTGS Settlement Account and a Special SGL Account for Intra-Day Liquidity (IDL) purposes. We unconditionally accepting your terms and conditions for opening and operating the above accounts, as stipulated in the RTGS (Membership) Regulations, 2004 and RTGS (Membership) Business Operating Guidelines, 2004 as amended from time to time and also such circulars, orders, Notifications, instructions and press releases as may be issued by Reserve Bank of India in this behalf.
5. We unconditionally undertake to comply with the RTGS (Membership) Regulations, 2004 and RTGS(Membership) Business Operating Guidelines,2004 as amended from time to time and also such circulars, orders, Notifications, instructions, press releases as may be issued by the Reserve Bank of India in this behalf.
6. We request that the Intra-Day Liquidity limit in terms of the aforesaid agreement may be sanctioned to us. A separate application will be submitted by the Authorized Official/s of our Institution.

Yours faithfully,

(Name & Designation of the Chairman/ Chief Executive)

Enclosures:

## **2. Certificate regarding the Infrastructural arrangements as specified in Chapter 12 of the RTGS (Membership) Business Operating Guidelines, 2004**

### **Certificate regarding System Administration**

1. Member Interfaces : Each RTGS member shall at its own cost and responsibility install and maintain in good order such Computer Systems (hardware, software, networking and security products), as required/recommended by the Bank for the purpose. Bank may ask the RTGS members to upgrade/modify/replace such Computer Systems (hardware, software, networking and security products) and other associated components in this regard from time to time. The Computer Systems shall be located securely within each RTGS member's premises such that access to them is restricted to that member's authorised personnel only. An RTGS member shall notify the addresses of the locations, housing the above computer systems in relation to the RTGS System, to Bank including the list of its authorised personnel at each of the above locations in case Bank asks for the same.

2. Each RTGS member must connect its PI to the Central Systems. An RTGS member's Payment Systems Gateway must be a computer system, conforming to the standards involving formats and communication protocols, approved by the Bank. The connection must undergo formal verification and connection tests, as required for the purpose. All telecommunication and maintenance and other charges including the replacement charges in respect of the computer systems and other associated products, used for the purpose, shall be borne by the relevant RTGS members only.

3. Each RTGS member shall strictly observe and comply with the license or sub-license agreement entered with the Bank in connection with any computer software to be provided by or licensed from Bank relating to its PI and any other components, if any, in connection with the operations of RTGS System.

4. Each RTGS member must maintain Backup PI facilities. The Backup PI must be able to emulate fully the primary PI with respect to the functions and capacity and must afford the same level of message authentication security as the primary PI. The Payment Systems Gateway will require to be an 'Active-Active' or 'Active-Passive' clustered system. The 'Active-Active' clustered system will be put in place through the implementation of, inter alia, Oracle RAC. Further, each RTGS member will put in place the Disaster Recovery System for its Payment Systems Gateway.

5. With regards to the Backup facility:

- (a) Each member must ensure system availability with an uptime of about 99 per cent.
- (b) Each member must also ensure that the maximum down time in case of failure must be minimal only.
- (c) In the event of failure of the PI, the member must immediately convey its status to the Helpdesk at the RBI's end.

6. The primary or backup facility (Active-Active or Active-Passive clustered Payment Systems Gateway), linked to INFINET, must be located in a place where there are adequate arrangements for on-site review of the member's computer facilities, adequate access to digital telecommunications facilities, adequate arrangements for necessary authentication and security devices and adequate assurances that the Payment Systems Gateway will not be subject to interruption or interference due to internal or external developments.

7. The office in which the PI is located must be staffed with personnel, qualified and authorised at all times to take appropriate action on behalf of the RTGS member with respect to the computer system, PI and Tele communication facilities.

8. Installation and Configuration of any new versions/patches of the PI application software, distributed by the RBI, should be complete by the date, as indicated by the RBI. The usage of the version will be according to the release documents, provided along with the version.

9. The RTGS members must ensure that the PI is run under a controlled environment and any loss incurred by any RTGS member in connection with its participation in the RTGS System, shall be borne by the RTGS member only.

10. The RTGS Members must use the PI server (i.e. the Payment Systems Gateway) for the operationalisation of only those applications, as recommended by the RBI.

11. **Emergencies** : In the event that the communications between the Central System and one or more of the RTGS members' Payment Systems Gateways fail or if some other emergency affects its operation, the RTGS transactions shall be handled in accordance with the special instructions, as decided and intimated by the Bank for the purpose.

12. **Helpdesk** : The Bank will be commissioning a Helpdesk at the Bank, Mumbai for assistance to the RTGS members. The Helpdesk will:

- (a) Attend to the queries of the RTGS members.
- (b) Make notifications and clarifications, if any, concerning the RTGS system.
- (c) Look after the dissemination of information in respect of the application software required for the RTGS system and any subsequent up-gradation of the RTGS system and the environment.
- (d) Reasonably assist the RTGS members during any contingency situation faced by them (i.e. Breakdown of the system, fire etc).

13. **Security** : Each RTGS member shall ensure compliance with the procedures laid down by the Certifying Authority (i.e. IDRBT CA) in regard to the generation and use of the digital signatures and /or encryption/decryption methodologies, as required for participation in the RTGS System. The RTGS members shall also ensure compliance of any instructions issued relating to the , security, house keeping etc., issued from time to time by the Bank and follow the User Guide relating to the PI with regard to their participation in the RTGS System.

**3. Format of Undertaking to be submitted by RTGS Type 'A' or Type 'B' Members**  
(to be stamped as an Undertaking in accordance with the State Stamp Law in force)

The Regional Director for Maharashtra and Goa  
Reserve Bank of India  
Main Building  
Shaheed Bhagat Singh Marg  
Mumbai - 400 001

Dear Sir,

We,..... incorporated / constituted under the ..... and having Registered Office at -----(hereinafter referred to as "the Member") hereby execute this Undertaking in favour of the Reserve Bank of India (hereinafter referred to as the "the Bank") .

Whereas the Bank is providing Participant Interface (PI) Application Software to the Members of the Real Time Gross Settlement (RTGS) System in terms of the RTGS (Membership) Regulations, 2004 and the RTGS (Membership) Business Operating Guidelines, 2004 framed there under to enable settlement of transactions as specified therein and for matters connected therewith or incidental thereto.

And whereas the Member has made an application in writing in the prescribed format to the Bank for grant of membership of the RTGS System.

And whereas the Bank has agreed to admit the Member provided the Member shall execute an Undertaking in its favour to be bound, inter alia, by the RTGS (Membership) Regulations, 2004 and the RTGS (Membership) Business Operating Guidelines,2004 as amended from time to time and also by such circulars, orders, notifications, instructions, press releases etc. as may be issued by the Bank in this behalf.

In consideration of the Bank having agreed to grant Membership of the RTGS System, the Member unconditionally and irrevocably undertakes and agrees as follows :

- i) The Member shall abide by and comply with the RTGS (Membership) Regulations, 2004 and the RTGS (Membership) Business Operating Guidelines,2004 as amended from time to time and also such circulars, orders, Notifications, press releases, instructions etc. as may be issued by the Bank in this behalf (hereinafter collectively referred to as "The Regulations").
- ii) The Member shall execute and sign such deeds, documents, agreements, bonds and/or Undertakings as required by the Bank from time to time in terms of the Regulations.
- iii) The Member shall follow and comply with such orders or instructions, be they are in the nature of penalty or otherwise as may be issued by the Bank or the Standing Committee

- set up under the RTGS (Membership) Regulations, 2004 or any Institution duly constituted and authorized by the Bank for the purpose, in the event of the Member committing any violation of the Regulations.
- iv) The Member agrees that the Bank shall have the absolute discretion to part with or disclose or disseminate such information concerning the Member's transactions settled or rejected through the RTGS System as deemed necessary by the Bank to Regulatory Authorities, Government and other appropriate authorities.
  - v) The Bank shall not be held responsible or liable for any failure or malfunctioning of the computer system, including software, telecommunication network and other equipments, installed at the Member's office premises. The Bank shall have the right at all times to inspect and supervise all computer systems including software, telecommunication network and other equipments running PI application software at the Member's end, both at the Primary Site and the Disaster Recovery Site. The Member agrees to set right the deficiencies pointed out by the Bank forthwith and consider implementation of its suggestions.
  - vi) The Bank shall not be responsible for the loss, if any, that may be caused to the Member or its customers or any person, arising out of any action taken in good faith by the Bank's staff or the malfunctioning or break down of the Bank's computer systems, computer network, telecommunication network or any other equipment (inclusive of hardware and software) used in the RTGS system or any force majeure .
  - vii) The Bank shall be at liberty to review the Member's continuance as a member of the RTGS System if, in the opinion of the Bank, any event or likely occurrence of an event has affected or is likely to affect directly or indirectly, the interests of the Bank or any of the policies of the Bank. The decision of the Bank in this regard shall be final and binding on the Member.
  - viii) The Member agrees that in the event of occurrence of any of the circumstances specified in Regulation 14 of the RTGS (Membership) Regulations,2004, its membership may be liable for suspension or termination as per the Regulations.
  - ix) ix. In the event of any change in the management of the Member, the Bank shall have a right to call for such information, data, documents etc. as may be deemed necessary and the Member shall provide the same to the Bank and also extend all necessary co-operation in this behalf.
  - x) The Member agrees to use digital certificates provided by the Institute for Development and Research in Banking Technology, Hyderabad, the Certifying Authority or any other Certifying Authority as may be approved by the Standing Committee or the Bank.
  - xi) The Member shall ensure that the transactions submitted are genuine, valid and are eligible under the RTGS according to the Regulations. The Member unconditionally and irrevocably agrees that any transaction submitted by it through the RTGS System shall be binding on it. The Member shall not repudiate the transaction(s) subsequently for any reason whatsoever and the Bank may act on such electronic instructions and put through the transactions, at the sole risk and responsibility of the Member.
  - xii) The Member shall indemnify and keep indemnified the Bank against any loss or damage that may be suffered by it in consequence of its acting on the messages / transactions received electronically through the Member's PI for settlement. The Member will be solely liable for the consequences arising from duplicate messages / transactions.
  - xiii) Without prejudice to the other rights and remedies available to the Bank, the Member hereby agrees to indemnify and keep indemnified the Bank against any loss or damage, cost or expenses suffered by the Bank arising out of any default, misconduct or negligence on the part of the Member or any employee, agent, servant or representative of the Member while availing of the facilities through PI.

- xiv) The Member agrees that the liabilities, responsibilities / obligations, if any, arising out of the use of the PI facilities for various activities under the RTGS System shall rest solely on the Member.
- xv) The Member undertakes to observe and comply with the license or sub-license agreement entered into with the Bank in connection with any computer software provided or licensed from the Bank relating PI and other components, if any, in connection with the operations of the RTGS System. The Member agrees to maintain the Infrastructural arrangements specified in Chapter 12 of RTGS (Membership) Business Operating Guidelines, 2004 in good order.
- xvi) The Member undertakes not to make any changes, alterations, modifications, deletions or otherwise in the PI Application software provided by the Bank without the knowledge and the written consent of the Bank. The Member undertakes not to misuse or transfer the PI Application Software to any other entity. The Member also undertakes to bind itself with the guidelines issued by the Bank on the use of the PI Application software.
- xvii) The Member agrees that the Bank reserves the right to disable the PI Application software provided by it at its discretion for any reason whatsoever.
- xviii) The Member undertakes to ensure that its Disaster Recovery Site is functional when its Primary Site is not functioning.
- xix) In the event of any differences or disputes arising between the Member and the Bank or any other member of the RTGS System as to the interpretation, meaning or effect in consequence of this undertaking or as to the rights and responsibilities / liabilities of the member(s) or the Bank or as to any other matter, the Bank's decision shall be final.

Yours faithfully

( )

Authorised Official  
Company Seal

Date :  
Place :

#### **4. Power of Attorney, in original, in the prescribed form**

##### **Power of Attorney**

##### **(To be stamped as a General Power of Attorney under the State Stamp Act)**

This Power of Attorney is made on this the \_\_\_\_ day of \_\_\_\_ 200 , by \_\_\_\_\_ registered /incorporated / constituted under..... and having registered office at.....

WHEREAS the Reserve Bank of India hereinafter referred to as “the Bank” has framed the RTGS (Membership) Regulations,2004 and RTGS (Membership) Business Operating Guidelines,2004 facilitating on-line real time settlement of payments between participating members.

And whereas we had applied for membership of the said RTGS System and the Bank has admitted us as type ‘A’/‘B’ member of the RTGS System.

And whereas the Bank has agreed to grant us access to Intra-Day Liquidity (IDL) facility during the RTGS business day for settlement of the transactions.

And whereas we have executed an undertaking in favour of the Bank agreeing to be bound by the terms and conditions laid down in the RTGS (Membership) Regulations, 2004 and RTGS (Membership) Business Operating Guidelines,2004 as amended from time to time and also such circulars, orders, Notifications, instructions, press release etc. as may be issued by the Bank in this behalf and an agreement agreeing to the terms and conditions for grant of IDL Facility.

And whereas in terms of the said agreement it is necessary for us to transfer to the Bank in a designated IDL-SGL account dated Central Government Securities and/or treasury bills and / or any other security notified by the Bank from time to time for availing of the IDL facility.

And whereas for operational convenience and for ensuring that the documents required for transferring the securities to the Bank are executed before the start of RTGS business day.

And whereas under the agreement for grant of IDL, the securities transferred to the Bank have to be re-transferred to us at the end of the RTGS business day subject to the terms and conditions stipulated in the RTGS (Membership) Regulations, 2004 and RTGS (Membership) Business Operating Guidelines,2004 as amended from time to time and also such circulars, orders, Notification, instructions, press releases etc. as may be issued by the Bank in this behalf. And whereas it will not be practicable for us to execute the necessary documents at the beginning and at the end of each RTGS business day.

NOW THIS DEED WITNESSES THAT we do hereby nominate, constitute and appoint the Bank to be our true and lawful attorney (hereinafter referred to as “our Attorney”) in fact and in law in our name and on our behalf to do the following acts, deeds, matters and things.

- i) To transfer and deliver from our IDL-SGL account, maintained in Public Debt Office at RBI,, Mumbai or elsewhere, the securities as per the standing instructions that may be given by us to the Bank from time to time to RBI (IDL SGL) account prior to the beginning of or during any RTGS business day and for the purpose, to sign and/or execute such instruments, documents or authority and to authenticate any electronic record or form or document in our name and on our behalf
- ii) To transfer and deliver to our IDL-SGL account in PDO, Mumbai or elsewhere, the securities transferred under the IDL arrangement, at the discretion of the Bank during or at the end of any RTGS business day or any subsequent day and for the purpose to sign and/or execute such instruments, documents or authority and to authenticate any electronic record or form or document in our name and on our behalf as are required.
- iii) To do all such acts and things as are necessary to grant IDL facility to us during the RTGS business day and in the event of our failure to repay any IDL so granted before the end of RTGS business day and not reversed as per the scheme to dispose of such securities in any manner the Bank deems fit.
- iv) To authorise any of its officials to sign or execute the documents referred to hereinabove or to any acts or things that are necessary for the smooth operation of the RTGS system.

AND we hereby agree that we shall be bound by all the transactions entered into on our behalf bona fide by our attorney in exercise of the powers conferred by these presents and to ratify and confirm all and whatsoever acts our attorney shall do or purport to do or cause to be done by virtue of these presents.

AND this power of attorney shall be co-terminus with our RTGS Membership.

For and on behalf of .....

Authorised Signatory  
Before me.

Notary, Public

## **5. Intra Day Liquidity (IDL) Agreement in the prescribed format**

### **Form of Agreement to be obtained from the RTGS member Type 'A' & 'B'**

**(To be stamped as an agreement in accordance with the Stamp Act in force)**

Grant of Intra-Day Liquidity Support – Section 17(8)

of the Reserve Bank of India Act, 1934

We, ..... incorporated / constituted under the ..... and having registered office at..... undertake in favour of the Reserve Bank of India (hereinafter referred to as the "Bank") as under.

Whereas we have been granted RTGS Membership Type "A"/ "B".

AND whereas we have undertaken to comply with the RTGS (Membership) Regulations, 2004 and RTGS (Membership) Business Operating Guidelines,2004 as amended from time to time and also such circulars, orders, Notifications, instructions, press releases, etc. as may be issued by the Bank in this behalf hereinafter collectively referred to as "the Regulations".

AND whereas the Bank is agreeable to grant us Intra-Day Liquidity Facility under Section 17(8) of the Reserve Bank of India Act, 1934 at its discretion from time to time for facilitating settlement of RTGS transactions.

AND whereas we have agreed to repay or reverse the said transactions, before the end of the RTGS business day, as specified in the Regulations or on demand by you

In consideration of the Bank having agreed to grant the Intra Day Liquidity (hereinafter referred to as IDL) facility to us as aforesaid, we unconditionally and irrevocably undertake and agree as follows.

1. We shall avail of the IDL facility from the Bank within the limit sanctioned to us by the Bank only for the purpose of settlement of the RTGS transactions and subject to the terms and conditions stipulated by the Bank in this regard.
2. The outstanding balances of the IDL at any point of time during the RTGS business day will automatically be reversed by the RTGS system operated and maintained by the Bank using the funds in our RTGS Settlement Account. Such IDL reversal transactions shall have the second highest priority in the use of the above said funds, next only to the Bank initiated transactions.
3. The outstanding balances, if any, arising out of the IDL transactions shall be repayable by us before the end of the RTGS business day or on demand by the Bank.
4. The transaction costs or charges due on each of the IDL transactions entered into by us, at such rate and on such terms and conditions as may be decided by the Bank from time to time, shall be paid by us.

5. The Bank may debit our current account/s maintained with its Mumbai Office or any of its other offices/branches, for the amount due on account of our IDL transactions including costs and charges payable by us.
6. The balances outstanding in the RTGS Settlement Account in respect of IDL transactions shall be distinct and separate from the loans, if any, granted to us for other purposes under any other provision / Section of the RBI Act.
7. In case we need IDL facility on any RTGS business day, we undertake to transfer and deliver to the Bank at the beginning of that RTGS business day, adequate Government of India dated securities or treasury bills or such eligible securities as notified by the Bank which may be held by it till the end of that RTGS business day and transferred and delivered back to us at the end of that day subject to the terms and conditions hereinafter mentioned.
8. The securities transferred and delivered to the Bank at the beginning of any RTGS business day may not be transferred back and delivered to us till the repayment to the Bank by us of the following:
  - a) All moneys which become due and owing from us to the Bank in respect of the IDL support provided to us
  - b) Transaction costs on the aforesaid IDL transactions at the rate specified by the Bank for the purpose;
  - c) All expenses which may be incurred by the Bank in selling or attempting to sell the above-said securities or any part thereof;
  - d) All other costs, charges and expenses, if any, which the Bank may be entitled under law to recover from us in connection with and / or in matters related to the above-said securities for IDL support from the Bank.
9. We further agree to maintain with the Bank, such margin or margins as it may, from time to time and with respect to each class of securities prescribe, so that the market value of such securities less the stipulated margin, shall not be less than the total amount due to the Bank towards the IDL provided, charges and costs in respect of the aforesaid transactions. If there should, at any time, be a shortfall in the margin stipulated by the Bank, we shall forthwith, on demand by the Bank, transfer and deliver to it such further securities as are necessary to cover the shortfall or reduce the balance due to it by payment so as to make good the amount of margin required to be maintained by us with the Bank.
10. The securities to be transferred and delivered to the Bank shall be free from any prior charge or encumbrance. 11. In default of payment by us of any sums payable by us to the Bank in respect of the IDL transactions entered into with us in pursuance hereof and any penalties, which the Bank may impose on us for violation of any terms or conditions, laid down by it in respect of the said IDL transactions, we agree that the Bank may, without any obligation on its part so to do, debit our current account/s with it for the amount due on account of the IDL support granted by it. We also agree and undertake to comply with any other pecuniary or non-pecuniary penalties, which the Bank may choose to impose on us for defaulting in complying with any terms and conditions in connection with the said intra-day liquidity support, which the Bank may stipulate from time to time. In case of any default in Cash Reserve Ratio (CRR) on account of the above transactions, the default shall be governed by the provisions of law for the time being in force or any other relevant circulars/notifications issued by the Bank in that regard..

12. If the amount of the said IDL support, charges and costs, could not be paid to the Bank on demand or if we, at any time on demand, fail to restore the above stipulated margin, it shall be lawful for the Bank forthwith or at any time thereafter to sell all or any of the said securities, without further notice and to apply the net proceeds of such sale in satisfaction so far as the same will extend towards the liquidation of the amount due hereunder and we agree to accept the Bank's account of such sale as sufficient proof of the correctness of the amount realized by it and the charges and expenses in connection with, such sale. If the net sum, so realized, should be insufficient to cover the full amount due hereunder, we agree to pay to the Bank forthwith, on the delivery of an advice from it, the amount of shortfall in this regard. In case of any default in Statutory Liquidity Ratio (SLR) on account of the above transactions, the default shall be governed by the provisions of law for the time being in force or any other relevant circulars/notifications issued by the Bank in that regard.
13. We further agree and undertake that we shall ensure that the total amount(s) outstanding under IDL transactions shall not exceed the stipulated limit for IDL support sanctioned to us from time to time.
14. We further agree that we will, from time to time, without demur and whenever required by the Bank, furnish such information regarding the securities and about the usage of the intra-day liquidity facility availed of from the Bank by us, as it may require us to furnish.
15. We further unconditionally agree to execute on demand such other documents, as may be required by the Bank for the above purposes.
16. We further agree and undertake to comply with the stipulations specified by the Bank in respect of the mechanism by which the securities shall be transferred and delivered to it and the mechanism by which the said securities shall be held by it and / or transferred and delivered to us by it.
17. Our signatory/ies, as under, have the requisite power of attorney (copy enclosed), issued by the relevant and competent authority in our institution/organization to execute such agreements binding our organization/institution thereto.

For and on behalf of the.....

**(Name of the RTGS Member)**

**(Signatures of authorized officers with names  
and designations)**

## **6. Standing instruction for start of the day fund transfer**

*< On the letter head of the institution >*

The Regional Director for Maharashtra and Goa,  
Reserve Bank of India,  
Deposit Accounts Department,  
Shaheed Bhagat Singh Marg  
Mumbai.

Dated: dd/mm/yyyy

Dear Sir,

### **Standing Instruction for the Funding/Zeroing of the RTGS Settlement Account**

1. In modification of the standing instruction placed by us with you on dd/mm/yyyy, we request that the Settlement Account opened by us with you for participation in the RTGS System be funded at RTGS Start of Day from the current account number ... with a sum of Rs..... only.
2. The other terms and conditions remain the same.

Signature of authorized signatory(ies)  
for the current account with company seal

## **7. Certificate for Infrastructure Readiness**

(On the letterhead of the bank)

To

The Regional Director  
Deposit Accounts Department  
Mumbai Regional Office  
Fort  
Mumbai 400 001

### Certificate for Infrastructure Readiness

This is to certify that the bank would be in readiness with the Infrastructure set up for RTGS as specified in DIT, CO circular DIT (CO) Circular No. 5 /09.63.08/2009-10 dated November 23, 2009 and any amendments notified by RBI thereafter.

( Signed by two authorized signatories with company seal)

Date:

Place:

## Membership- Type 'D'

### 1. Application form for RTGS Membership- Type 'D'

**(Other than the Clearing House or Clearing Agency Managed by RBI)**

Application for membership of the RTGS system  
(Name and registered office address of the institution)

Date: \_\_\_\_\_  
Place : \_\_\_\_\_

The Regional Director for Maharashtra & Goa  
Reserve Bank of India,  
Main Building  
Shaheed Bhagat Singh Marg  
Mumbai - 400 001.

Dear Sir

#### **Application for Membership of the RTGS System**

We, (Name & Address of the Registered Office of the applicant institution), hereby apply for the membership of the RTGS system and request you to admit us as a Type D member of RTGS System in terms of the RTGS (Membership) Regulations, 2004.

2. (a) We are maintaining a Current Account bearing number ... with DAD, RBI, Mumbai;

(b) We have been provided / are to be provided with a Net Settlement Interface Software.

3. We forward herewith the following documents:

(a) An Undertaking in the prescribed form.

(b) A certificate of IFINET membership

(c) A certificate of membership of NDS, Wherever applicable

(d) A Certified true copy of the Resolution of the Board of Directors / Governing Body authorizing to apply for membership of RTGS System.

(e) An undertaking to the effect that directions issued by SEBI / Regulatory Authority and the rules / bye laws of the Clearing House / Clearing Agency do not prohibit acquisition of RTGS membership

(f) A certified true copy of Memorandum of Article of Association

(g) Details of the sponsorship / LOC arrangement

*Note : The Resolution need not be insisted upon if the official/s who has / have signed the Application form on behalf of the applicant Institution hold/s a valid Power of Attorney authorizing him / them to apply for Membership in its name.*

**OR**

A letter from the Chairperson/ Chief Executive Officer requesting for grant of membership to the RTGS System pending submission of a certified true copy of the resolution of our Board of Directors / Governing Body approving our decision to seek RTGS Membership. We undertake to furnish a copy of the Board resolution in this regard within a period of two months from the date of this application.

4 We unconditionally undertake to comply with the RTGS (Membership) Regulations, 2004 and RTGS(Membership) Business Operating Guidelines,2004 as amended from time to time and also such circulars, orders, Notifications, instructions, press releases etc. as may be issued by the Reserve Bank of India in this behalf.

Yours faithfully,

(Name & Designation of the Chairman/ Chief Executive)

## 2. Format of Undertaking to be submitted by RTGS Type 'D' Members

(to be stamped as an Undertaking in accordance with the State Stamp Law in force)

The Regional Director for Maharashtra and Goa  
Reserve Bank of India  
Main Building  
Shaheed Bhagat Singh Marg  
Mumbai - 400 001

Dear Sir,

We,..... ..,incorporated / constituted under the ..... .. and having Registered Office at -----(hereinafter referred to as "the Member") hereby execute this Undertaking in favour of the Reserve Bank of India (hereinafter referred to as the "the Bank") .

Whereas the Bank is providing Participant Interface (PI) Application Software to the Members of the Real Time Gross Settlement (RTGS) System in terms of the RTGS (Membership) Regulations, 2004 and the RTGS (Membership) Business Operating Guidelines, 2004 framed there under to enable settlement of transactions as specified therein and for matters connected therewith or incidental thereto.

And whereas the Member has made an application in writing in the prescribed format to the Bank for grant of membership of the RTGS System.

And whereas the Bank has agreed to admit the Member provided the Member shall execute an Undertaking in its favour to be bound, inter alia, by the RTGS (Membership) Regulations, 2004 and the RTGS (Membership) Business Operating Guidelines,2004 as amended from time to time and also by such circulars, orders, notifications, instructions, press releases etc. as may be issued by the Bank in this behalf.

In consideration of the Bank having agreed to grant Membership of the RTGS System, the Member unconditionally and irrevocably undertakes and agrees as follows :

- i) The Member shall abide by and comply with the RTGS (Membership) Regulations, 2004 and the RTGS (Membership) Business Operating Guidelines,2004 as amended from time to time and also such circulars, orders, Notifications, press releases, instructions etc. as may be issued by the Bank in this behalf (hereinafter collectively referred to as "The Regulations").
- ii) The Member shall execute and sign such deeds, documents, agreements, bonds and/or Undertakings as required by the Bank from time to time in terms of the Regulations.
- iii) The Member shall follow and comply with such orders or instructions, be they are in the nature of penalty or otherwise as may be issued by the Bank or the Standing Committee set up under the RTGS (Membership) Regulations, 2004 or any Institution duly

constituted and authorized by the Bank for the purpose, in the event of the Member committing any violation of the Regulations.

- iv) The Member agrees that the Bank shall have the absolute discretion to part with or disclose or disseminate such information concerning the Member's transactions settled or rejected through the RTGS System as deemed necessary by the Bank to Regulatory Authorities, Government and other appropriate authorities.
- v) The Bank shall not be held responsible or liable for any failure or malfunctioning of the computer system, including software, telecommunication network and other equipments, installed at the Member's office premises. The Bank shall have the right at all times to inspect and supervise all computer systems including software, telecommunication network and other equipments running PI application software at the Member's end, both at the Primary Site and the Disaster Recovery Site. The Member agrees to set right the deficiencies pointed out by the Bank forthwith and consider implementation of its suggestions.
- vi) The Bank shall not be responsible for the loss, if any, that may be caused to the Member or its customers or any person, arising out of any action taken in good faith by the Bank's staff or the malfunctioning or break down of the Bank's computer systems, computer network, telecommunication network or any other equipment (inclusive of hardware and software) used in the RTGS system or any force majeure.
- vii) The Bank shall be at liberty to review the Member's continuance as a member of the RTGS System if, in the opinion of the Bank, any event or likely occurrence of an event has affected or is likely to affect directly or indirectly, the interests of the Bank or any of the policies of the Bank. The decision of the Bank in this regard shall be final and binding on the Member.
- viii) The Member agrees that in the event of occurrence of any of the circumstances specified in Regulation 14 of the RTGS (Membership) Regulations, 2004, its membership may be liable for suspension or termination as per the Regulations.
- ix) In the event of any change in the management of the Member, the Bank shall have a right to call for such information, data, documents etc. as may be deemed necessary and the Member shall provide the same to the Bank and also extend all necessary co-operation in this behalf.
- x) The Member agrees to use digital certificates provided by the Institute for Development and Research in Banking Technology, Hyderabad, the Certifying Authority or any other Certifying Authority as may be approved by the Standing Committee or the Bank.
- xi) The Member shall ensure that the transactions submitted are genuine, valid and are eligible under the RTGS according to the Regulations. The Member unconditionally and irrevocably agrees that any transaction submitted by it through the RTGS System shall be binding on it. The Member shall not repudiate the transaction(s) subsequently for any reason whatsoever and the Bank may act on such electronic instructions and put through the transactions, at the sole risk and responsibility of the Member.
- xii) The Member shall indemnify and keep indemnified the Bank against any loss or damage that may be suffered by it in consequence of its acting on the messages / transactions

received electronically through the Member's PI for settlement. The Member will be solely liable for the consequences arising from duplicate messages / transactions.

- xiii) Without prejudice to the other rights and remedies available to the Bank, the Member hereby agrees to indemnify and keep indemnified the Bank against any loss or damage, cost or expenses suffered by the Bank arising out of any default, misconduct or negligence on the part of the Member or any employee, agent, servant or representative of the Member while availing of the facilities through PI.
- xiv) The Member agrees that the liabilities, responsibilities / obligations, if any, arising out of the use of the PI facilities for various activities under the RTGS System shall rest solely on the Member.
- xv) The Member undertakes to observe and comply with the license or sub-license agreement entered into with the Bank in connection with any computer software provided or licensed from the Bank relating PI and other components, if any, in connection with the operations of the RTGS System. The Member agrees to maintain the Infrastructural arrangements specified in Chapter 12 of RTGS (Membership) Business Operating Guidelines, 2004 in good order.
- xvi) The Member undertakes not to make any changes, alterations, modifications, deletions or otherwise in the PI Application software provided by the Bank without the knowledge and the written consent of the Bank. The Member undertakes not to misuse or transfer the PI Application Software to any other entity. The Member also undertakes to bind itself with the guidelines issued by the Bank on the use of the PI Application software.
- xvii) The Member agrees that the Bank reserves the right to disable the PI Application software provided by it at its discretion for any reason whatsoever.
- xviii) The Member undertakes to ensure that its Disaster Recovery Site is functional when its Primary Site is not functioning.
- xix) In the event of any differences or disputes arising between the Member and the Bank or any other member of the RTGS System as to the interpretation, meaning or effect in consequence of this undertaking or as to the rights and responsibilities / liabilities of the member(s) or the Bank or as to any other matter, the Bank's decision shall be final.
- xx) The Member undertakes to install and maintain the Net Settlement Interface Software provided by the bank.
- xxi) The Member undertakes to submit Multilateral Net Settlement Batch/es to Control System for settlement.
- xxii) The Member undertakes not to cancel transactions once they have submitted to the Control System.

Yours faithfully

( )

Authorised Official Company Seal

Date :

Place :

### Checklist for documents required for RTGS membership (Type A/B)

Sl. No.	Documents required
1.	A Certified copy of the advice of INFINET Membership.
2.	A Certified copy of the advice of NDS (Negotiated Dealing System) Membership.
3.	A Certificate regarding the Infrastructural arrangements as specified in Chapter 12 of the RTGS (Membership) Business Operating Guidelines, 2004, in the prescribed form.
4.	An Undertaking in the prescribed form.
5.	A Power of Attorney, in original, in the prescribed form.
6.	An Intra Day Liquidity (IDL) Agreement in the prescribed form.
7.	Standing instruction for start of the day fund transfer
8.	A Certified true copy of the Resolution of the Board of Directors authorizing to apply for the membership of the RTGS System
9.	Certificate for Infrastructure Readiness

### Checklist for documents required for RTGS membership (Type D)

Sl. No.	Documents required
1.	A Certified copy of the advice of INFINET Membership.
2.	A Certified copy of the advice of NDS (Negotiated Dealing System) Membership wherever applicable.
3.	An Undertaking in the prescribed form.
4.	An undertaking to the effect that directions issued by SEBI / Regulatory Authority and the rules / bye laws of the Clearing House / Clearing Agency do not prohibit acquisition of RTGS membership
5.	A certified true copy of Memorandum of Article of Association
6.	An Intra Day Liquidity (IDL) Agreement in the prescribed form.
7.	A Certified true copy of the Resolution of the Board of Directors authorizing to apply for the membership of the RTGS System.
8.	Details of the sponsorship / LOC arrangement

**Form NEFT-1A**

**NEFT System**

Ref. No.....

Date

The Chief General Manager  
Reserve Bank of India  
Department of Payment and Settlement Systems  
Central Office  
14<sup>th</sup> Floor, Central Office Building  
Fort, Mumbai – 400 001

Madam / Dear Sir,

**Application for participation in NEFT System**

Our bank requests Reserve Bank of India's approval for participation in the NEFT System and agrees to abide by the Procedural Guidelines for the NEFT System. Our bank satisfies the eligibility criteria devised in paragraph 5 (i) and Annexure IV of the NEFT Procedural Guidelines and documentary evidence in support of that are attached herewith for your perusal.

In the event of being admitted to the System, we would comply with the technical and operational requirements of the NEFT System and would meet the settlement obligations from our account/s maintained with Reserve Bank of India.

Place : (.....)

Signature with name, designation and seal of the applicant

Enclosures: As stated above

No. of Core Banking-enabled branches that can participate in NEFT:

**Checklist for documents required**

1. RTGS membership certificate
2. Three years audited balance sheet

**NECS System**

Ref. No ..... .

Date

The Chief General Manager  
Reserve Bank of India  
Department of Payment and Settlement Systems  
Central Office  
14<sup>th</sup> Floor, Central Office Building  
Fort, Mumbai – 400 001

Madam / Dear Sir,

**Application for participation in NECS System**

Our bank requests Reserve Bank of India’s approval for participation in the NECS System and agrees to abide by the Procedural Guidelines for the NECS System. Our bank satisfies the eligibility criteria as prescribed by Reserve Bank of India and documentary evidence in support of that are attached herewith for your perusal.

In the event of being admitted to the System, we would comply with the technical and operational requirements of the NECS System and would meet the settlement obligations from our account/s maintained with Reserve Bank of India.

Place : (.....)

Signature with name, designation and seal of the applicant

Enclosures : As stated above

No. of Core Banking-enabled branches that can participate in NECS :

**Checklist for documents required**

1. Details of current account and/or RTGS membership
2. Three years audited balance sheet