

On Member Letterhead

Date:

To

Membership Department

Multi Commodity Exchange of India Ltd

Exchange Square, CTS No. 255, Suren Road,

Chakala, Andheri (East),

Mumbai – 400093

Dear Sir,

Sub: NOC for Private Leased Circuits

This is with reference to the captioned subject. We wish to apply for leased line from private service provider as per the details given below. We request you to kindly provide us the No objection Certificate for the said leased line.

Particulars	Details
Name of the member	
Member Id	
Name of Service Provider	
Speed of the leased line (kbps/Mbps)	
Address of the site where the circuit will be terminated	
City	
Pin Code	
State	
Name of the Contact Person	
Mobile no. of contact person	
Telephone no. of contact person	
Email Id	

Thanking you,

Yours faithfully

For _____ (Name of the member)

_____ (Signature of Authorized Signatory)

_____ (Name of Authorized Signatory)

(On Non-judiciary stamp paper of Rs 300/-)

UNDERTAKING

I/we (Member Name)_____do hereby undertake the following:

I/We agree that the leased Circuit (Circuit) will be used purely for the purpose of trading on MCX only.

I/We agree that this circuit will not be interconnected to any of the Leased Line/ Data Circuit/ Network/ PSTN/EPABX etc of any other service providers which are not permitted by the terms and conditions of Telegraph/DOT Authority. I/We further agree to extend facility to the Telegraph authority in order to enable (view only) monitoring of the purpose, performance and operation of the circuit, as and when required.

I/we hereby agree to abide by the provisions of Indian Telegraph Rules/DOT Rules in force and as modified from time to time and such other terms and conditions prescribed by the concerned Authorities.

I/We agree that necessary charges for registration/installation/Advance annual rental/Arrears, if any will be paid to the controlling/billing authority of service provider & MCX, as and when we receive demand note/advice from service provider/MCX and when such charges become due.

I/We agree that I/We shall pay the cancellation charges and other expenses incurred to establish the circuit as requested by me/us that may become payable, in the event of cancellation of the application/closure of the circuit at a later date.

I/We do hereby agree to indemnify the Govt. of India/ DOT/ service provider and keep them indemnified against any loss damage claim, cost, charges, expenditure incurred by or made against them in respect of loss of rent/ call charges, violation of C.U.G. norms due to misuse of the circuit or otherwise whatsoever in the matter.

In case service provider provides us modems, it will be our responsibility to maintain the same safely. In case of any physical damage or theft we will bear the charges specified by Service Provider.

I/We undertake to ensure that access shall be given only to the individuals authorised and also a method shall be established to ensure that non authorised persons cannot access the system.

(i) MCX shall have the right and privilege of inspecting and testing at my/our site without any prior notice.

I / We shall keep full security of MCX's databases and records in accordance with best computing practice.

I / We hereby undertake to duly inform MCX in case of any cause, resulting in any change to my/our entity, or any change in any of the eligibility criteria.

I / We shall render all possible assistance and co-operation to MCX by providing access to any kind of information in any form as it may require and I/we hereby undertake to produce such documents, records, accounts, books, data howsoever stored including data

stored in magnetic tapes, floppy diskettes, etc. and any other information as may be required by MCX at its discretion.

I / We agree and undertake that MCX shall not be liable for any direct or indirect loss, damage, costs, claims and expenses whatsoever caused or contributed by any event of force majeure. For the purposes of this Clause, "Force Majeure" means and includes wars, insurrections, revolution, fires, floods, epidemic, quarantine restrictions, declared general strikes in relevant industries, act of God, act of the Government of India and any concerned State Government and such other acts or events beyond MCX's control and further the above is without prejudice to the rights already accrued to MCX due to my/our failure to perform either in full or in part, my/our obligations prior to the occurrence of events of Force Majeure.

I / We shall not hold MCX responsible for delay, disturbance or non-availability of connectivity or delay in response from server during trading session or non-trading session, any delay in refund after surrender of connectivity or due to any reason at any time including the reasons stated in Force Majeure clause hereinabove.

I / We shall indemnify and keep indemnified MCX harmless against every and all claims, demand, damages, liabilities, losses and expenses suffered by it directly by reason of my / our non-compliance, contravention with any of the provisions of this Undertaking or any penalty imposed by Service Provider or DOT due to my non-compliances of any provisions of the applicable Act Rules and Regulations.

I / We agree that no forbearance, delay or indulgence by MCX in enforcing the provisions of this Undertaking shall prejudice or restrict the rights of MCX nor shall any waiver of its rights operate as a waiver of any subsequent breach and no rights, powers, remedies herein conferred upon or reserved for MCX is exclusive of any other right, power or remedy available to MCX and each right, power or remedy shall be cumulative.

I / We undertake that any declaration or other notice to be given by me/us to MCX shall be sent by registered letter or telex/cable or facsimile transmission to the address first mentioned above.

That I / we shall execute, sign and subscribe to such other documents, papers, agreement, covenants, bonds, and/or undertakings as may be prescribed or required by MCX from time to time.

I/We also agree that in the event of my/our non-compliance with any of the provisions as mentioned above, MCX shall take such action against us as it may deem fit in this regard.

IN WITNESS WHEREOF this Undertaking is executed by the undersigned on the day, month, year and the place mentioned hereunder.

Stamp & Signature of the Authorized Signatory

Date:

Place: