



Circular No.: MCX/TECH/134/2009

March 20, 2009

VSAT Connectivity facility on Quarterly payment basis

In terms of the provisions of Rules, Byelaws and Business Rules of the Exchange, and in continuation to circular no. MCX/95/2006 dated March 02, 2006; Members of the Exchange are notified as under:

VSAT Connectivity facility on quarterly payment basis offered to Trading Cum Clearing Members (TCM) of the Exchange as per the above mentioned circular is now extended to Trading Members(TM's) affiliated under a Professional Clearing Member (PCM)/ Institutional Trading-cum-Clearing Member (ITCM), registered with the Exchange.

Trading members affiliated under a PCM/ ITCM, desirous of availing this facility, may apply for VSAT connectivity facility with following documents.

- 1) Application for VSAT connectivity facility on quarterly payment basis : Annexure I
- 2) Authorization letter from PCM/ITCM to debit Quarterly payment from their settlement Account : Annexure II
- 3) No objection Certificate : Annexure III
- 4) Questionnaire for VSAT : Annexure IV
- 5) CST/LST Declaration : Annexure V
- 6) VSAT Undertaking : Annexure VI

P.P. Kaladharan
Chief Technology Officer

Encl: As above

Kindly contact Customer Service Team on 022 – 6649 4040 or send an email at customersupport@mcxindia.com for any clarification.

----- Registered office -----

Multi Commodity Exchange of India Limited
255, Exchange Square, Suren Road, Chakala, Andheri (East), Mumbai – 400 093
Tel.: 022 – 6649 4000 Fax: 022 – 6649 4151
www.mcxindia.com email: customerservice@mcxindia.com

To be printed on letter head of the applicant member.

Date:

To,
The Membership Department
Multi Commodity Exchange of India Limited
5th Floor, Exchange Square, CST No. 255,
Suren Road, Chakala, Andheri (East),
Mumbai – 400 093
Fax No.: 022 – 6726 9566

Dear Sir,

Sub: VSAT Connectivity facility on quarterly payment basis.

Ref: Member ID No.: _____

This has reference to your circular no. _____ dated _____.

I / We _____ (Name of the trading member) would like to apply for the VSAT connectivity facility on quarterly payment basis for which I / we enclosing Demand draft / Cheque no. _____ dated _____ drawn on _____ (Name of the Bank) of Rs. _____ /- (Rs. 15,750/- plus Service Tax as applicable) as an advance towards quarterly payment of VSAT.

VSAT installation site details are as follows: -

Address of Site : _____
City : _____
Pin Code : _____
Contact person : _____
Tel. No. with STD Code : _____
Mobile No : _____
Fax No : _____
Email ID : _____

I / we submit the following documents for the above stated request

1. Authorization letter from PCM/ITCM in favor of the Exchange to debit Quarterly payment from their settlement Account
2. No objection Certificate
3. Questionnaire for VSAT
4. CST/LST Declaration
5. VSAT Undertaking

For any further communication in this regard, please contact the undersigned or Mr. / Ms / Mrs. _____ (name of the contact person) on _____ (contact numbers) or e-mail at _____.

For _____ (Name of Member)

Authorized Signatory

Name -

Rubber Stamp

Place:

Annexure - II

To be printed on letter head of the respective PCM / ITCM

Date:

To,
The Membership Department
Multi Commodity Exchange of India Limited
5th Floor, Exchange Square, CST no. 255,
Suren Road, Chakala, Andheri (East),
Mumbai – 400 093
Fax No.: 022 – 6726 9566

Dear Sir,

Sub: VSAT Connectivity facility on quarterly payment for our Trading member,
_____ (Name of the Trading Member) having Member ID _____.

This has reference to Exchange circular no. _____ dated _____.

I / we authorize Exchange to debit our settlement account no. _____ in
_____ (Name of the bank) for Rs. _____ /- (Rs. 15,750/- plus
Service Tax as applicable) on every 10th of January, April, July and October towards the
balance payment of VSAT for the next 11 quarters and other charges as applicable for
VSAT connectivity facility.

For
(Name of ITCM / PCM)

Authorized Signatory

Name -

Member ID -

Rubber Stamp:

Place:

NO OBJECTION CERTIFICATE (NOC)

Date:

To,
The Membership Department
Multi Commodity Exchange of India Limited
5th Floor, Exchange Square, CST no. 255,
Suren Road, Chakala, Andheri (East),
Mumbai – 400 093

Dear Sir,

Sub: No-objection Certificate for installation of VSAT – Dish Antenna

We hereby declare that the following building/premises where the VSAT - Dish Antenna will be installed for the use of (name of the member), belongs to us and we have no objection in your installing the VSAT - Dish Antenna in the said building/premises:

Address	
Tel. No.	

Details of the (Name of the Member):

Tel. No.	
Fax No.	
Email	
Contact person	
Mobile No.	

Signature of Landlord :

Rubber Stamp of Landlord :

QUESTIONNAIRE FOR VSAT

DATE : _____

NAME : _____

ADDRESS : _____

CONTACT PERSON : _____

CONTACT NOS. : _____

Sr.No	Particulars	Member's Comments
1	Working Days & Hours at Site Days :	
	Timings :	
2	Building Details No. of Floors Height of the Building Floor on which Trading Workstation is located Voltage between Earth & Neutral (Not exceeding 2 V)	
3	Rooftop Flat Inclined Dimension of the door for entering the rooftop. Nearest electrical earth point near the antenna.	
4	VSAT Antenna Any restriction to access the site VSAT Antenna to be taken to the rooftop via : By Elevator By Staircase Other mode : Please specify Provision of conducting from the antenna to the trading workstation.	
5	Hardware for the Trader Workstation Minimum requirement: PIV (2.8Ghz or above) processor.	

		Minimum 1GB RAM	
		Hard Disk (HDD) 20 GB	
		CD ROM	
		Network Card : 10/100 Mbps	
		Color Monitor - 15"	
		MS Windows 2000 / MS XP / MS Vista (with latest service pack)	
6	Capacity of UPS connected to the PC - Trader Work Station	Recommended: 2 KVA Online UPS	_____ KVA Online UPS

Signature of the applicant member

Note:

1. Necessary permissions / Security pass to be arranged by the Member for accessing the rooftop and office of the Member.
2. Enclose a sketch describing the route of IFL cable from the VSAT Antenna to IDU.
3. Provide any other pertinent information about the site that wasn't asked elsewhere in this form.

Declaration

(To be printed on the letter head of the Member)

HCL Comnet Ltd.

C-9, Sector-III,

NOIDA – 201 301

This is to certify that I/we, M/s. _____ is

not registered with the Central Sales Tax or Local Sales Tax Authorities.

I/We also declare that the equipments procured from HCL Comnet Limited are for my / our company use and not for re-sale.

The site address for the installation of VSAT equipment is as given below:

Thanking you.

For Name of the firm

Authorised Signatory
(Signature & Rubber Stamp)

Do not print

Please Note: The site address for VSAT installation and address mentioned on the letter head should be same as per HCL Comnet to avoid transit issues.

Declaration

(To be printed on the letter head of the Member)

HCL Comnet Ltd.

C-9, Sector-III,

NOIDA – 201 301

This is to certify that I/we, M/s. _____ is
registered with the Central Sales Tax or Local Sales Tax Authorities.

My/Our CST Registration number is _____ and LST Registration number is
_____.

I/We also declare that the equipments procured from HCL Comnet Limited are for my/ our
company use and not for re-sale.

The site address for the installation of VSAT equipment is as given below:

Thanking you.

For Name of the firm

Authorised Signatory
(Signature & Rubber Stamp)

Do not print

Please Note: The site address for VSAT installation and address mentioned on the letter
head should be same as per HCL Comnet to avoid transit issues.

Annexure VI

INSTRUCTIONS TO FILL VSAT UNDERTAKING

1. The VSAT UNDERTAKING has to be executed on a Non-Judicial stamp paper of Rs.300/- or the value prevailing in the state, whichever is higher
2. Please ensure that each and every blank in the undertaking is duly filled.
3. Please ensure that each and every handwritten detail filled is to be countersigned by the authorized signatories and to be rubber stamp at the place shown as ☆_____
4. Members are requested to obtain the signature of the authorized Signatories and rubber stamp on each and every page of the undertaking
5. Obtain signature of two witnesses on the last page of undertaking
6. In case of a Corporate entity affix the common seal of the company on the last page of the undertaking
7. The undertaking is to be Notarised.
8. Please type the following on the Stamp Paper (as the First Page)

VSAT UNDERTAKING

This Non-Judicial Stamp paper of Rs._____ forms part and parcel of this Undertaking submitted to Multi Commodity Exchange of India Limited executed by

Mr./Mrs./M/s.

_____ on _____ day of _____, 20 ____.



Signature 1.....

Signature 2.....

Rubber Stamp

Rubber Stamp

Notary (Stamp & Seal)

VSAT UNDERTAKING

THIS UNDERTAKING is made on this day of, 20....., by admitted as a Trading Member of Multi Commodity Exchange of India Limited and having his address/its registered office at.....

(Hereinafter referred to as "Trading Member" which expression shall unless repugnant to the context or meaning thereof include his/its heirs, successors, assigns and legal representatives in favour of Multi Commodity Exchange of India Limited., company incorporated under the Companies Act, 1956 with its registered office at 102 A, Landmark, Suren Road, Chakala, Andheri (East), Mumbai – 400 093 (hereinafter referred to as "MCX" which expression shall unless repugnant to the context or meaning thereof include its successors or assigns).

WHEREAS

1. MCX has introduced a trading system, for the purpose of providing a screen based trading facility for the whole territory of India, known as Online Automated Trading System (hereinafter referred as 'MCX System').
2. MCX through its MCX System has established trading facilities in the whole territory of India by setting up a central trading system at Mumbai connected to the Trading Members workstations through appropriate communication network using a Very Small Aperture Terminal (VSAT) Network. The Trading Members will be connected to the central trading system through the hub of the VSAT network.
3. In order to use the said network known as MCXNET, MCX has extended the facility to use the MCXNET, to the Trading Members subject to certain restrictions and conditions prescribed or to be prescribed by the Department of Telecommunications (DoT) and MCX.
4. Network provider engaged on shared hub basis by MCX had applied to the DoT for issue of a license for the installation and operation of private Closed User Group (CUG) VSAT network and which license was granted by the Director General of DoT.
5. Network provider has extended the facility to use the MCXNET to the Trading Members subject to certain restrictions and conditions prescribed or to be prescribed by the Department of Telecommunications and MCX.

Signature 1.....

Signature 2.....

Rubber Stamp

Rubber Stamp

Notary (Stamp & Seal)

6. MCX upon completion of feasibility study for the prospective locations of leased line requirements will apply to DoT for issue of a license for the installation and operation of private Closed User Group (CUG) network and license would be issued by DoT.

NOW IN CONSIDERATION OF MCX permitting me/us as a Trading Member to use the above mentioned MCXNET,

I / WE UNCONDITIONALLY AND IRREVOCABLY UNDERTAKE AND AGREE

- i. That ownership of the MCXNET will remain with MCX and will not be transferable to me/us in any manner.
- ii. That Closed User Group for the MCXNET will consist of MCX and its Trading Members trading in the Commodity Market.
- iii. To display in such manner at all locations connected with MCXNET all such notices or signs boards as may be prescribed or approved by MCX.
- iv. To use MCXNET and all related or connected equipments only for the purposes prescribed or approved by MCX.
- v. To subject network engineering and interface equipment to the examination and supervision of MCX or its authorized representatives or approved persons.
- vi. To ensure that any communication emanating from the VSAT will first be routed to the hub and to ensure that there will be no direct communication by passing the hub between two VSATs.
- vii. To use MCXNET subject to the condition that the license issued by the Director General, Department of Telecommunication may be amended or altered from time to time and is issued only for the specific approved systems/equipments/circuits/ services and users and subject to the condition that the Director General, Department of Telecommunication, reserves the right to revoke the license suo moto at any time.
- viii. To use MCXNET subject to the provisions of the Indian Telegraph Act, 1885, The Indian Telegraph Rules, The Indian Wireless Telegraphy Act 1933 and all other Rules and Regulations and relevant laws which are applicable.

Signature 1.....

Signature 2.....

Rubber Stamp

Rubber Stamp

Notary (Stamp & Seal)

- ix. To use all communications through MCXNET for the exclusive in house communication of only approved users of the MCXNET and in no way, at no place and at no time to connect to Public Telecommunications/ Telex/ Data/ Telephone Network of Department of Telecommunication/ BSNL/ MTNL/ VSNL or any network of any other party unless permitted to do so by MCX upon permission to do so being granted to it by Department of Telecommunication.
- x. To use the services provided on MCXNET for the bonafide use of authorized users of the MCXNET only.
- xi. To ensure that the operation of the systems/Equipment of the MCXNET does not cause any harm/loss to the Department of Telecommunication or MCX.
- xii. To ensure that the equipment approved for MCXNET is installed, replaced, repaired or removed only in the presence of authorized persons of MCX and for this purpose to provide reasonable facilities and assistance.
- xiii. To use MCXNET in accordance with the Rules and Regulations and prescribed parameters of MCX.
- xiv. To allow MCX to take over any part/component/equipment of MCXNET and also to replace any such equipment/services.
- xv. To ensure that no communication/message which is prejudicial to the interests of the nation or to the security of India is passed over any part of MCXNET.
- xvi. Notwithstanding anything contained in the terms and conditions applicable for operation of MCXNET, not to carry such messages (e.g. Electronic Transfer of Funds) which are prohibited by law on any part of MCXNET.
- xvii. Not to hold the Department of Telecommunications or MCX responsible for any harm/loss damage of any kind to the user/users of MCXNET on account of any interruption on DOT/MCX systems or network..
- xviii. To use MCXNET subject to and in accordance with the Byelaws, Rules, Regulations of MCX and such other conditions as may be prescribed by DOT or MCX from time to time.
- xix. To ensure that the VSAT and related equipments are installed and used only in the approved premises under my/our control only by persons authorized or approved by MCX and to take all responsibility for authorized or unauthorized use of the MCXNET through such VSAT and related equipments.

Signature 1.....

Signature 2.....

Rubber Stamp

Rubber Stamp

Notary (Stamp & Seal)

xx. To indemnify and keep indemnified MCX to the extent of the damage, loss, harm, costs or which shall be incurred by MCX as a consequence of any.

- i. Contravention of any of the clauses mentioned above for which I/We am/are giving this undertaking to comply with or
- ii. Contravention of any of the Bye-laws, Rules, Regulations framed by MCX upon which MCX may adopt any course of action which may be either disciplinary or legal or impose any other penalty which MCX may deem necessary, which shall include the right of MCX to demand any amount of monetary compensation for any default on the part of Trading Member/from the Trading Member, and which amount in the case of a default in payment, may be adjusted by MCX at its discretion against my/our security deposit with MCX.

Signed and delivered by the within named Trading Member

Name of the Trading Member: _____

Signature 1

Signature 2

Rubber Stamp

Rubber Stamp

Witnesses:

Name:

Signature:

Address:

.....

Name:

Signature:

Address:

.....

The common seal of _____
_____ was hereunto affixed pursuant to a
resolution passed at a meeting of The Board of Directors of the company held on
_____ day of _____, 20____ in the presence of*

Signature 1

Signature 2

Rubber Stamp

Rubber Stamp

Common Seal

* As required by the Articles of Association of the Company
Notary (Stamp & Seal)