

Application for Transfer of VSAT Equipment

Instruction for filling-up documents related to Application for Transfer of VSAT Equipment- ITCM Members

Sr. No	Document Ref No:	Particulars	Compliance (Yes /No)
1	TVITCM-1	Transfer Fees of Rs. 25,000/- along with the Service Tax @ 10.30% as specified vide circular no. MCX/224/2006 dated May 29, 2006	
2	TVITCM-2	Payment of all dues/installment relating to particular VSAT alongwith application for transfer	
3	TVITCM-3	Application from the transferor for transfer of VSAT (format enclosed)	
4	TVITCM-4	Application from transferee for transfer of VSAT (format enclosed)	
5	TVITCM-5	Request-cum-Undertaking from the Transferor for transfer of VSAT on a Non-Judicial stamp paper of Rs.300/-. Kindly refer Circular No. MCX/291/2006 dated July 25, 2006	
6	TVITCM-6	Request-cum-Undertaking from the Transferee for transfer of VSAT on a Non-Judicial stamp paper of Rs.300/-. Kindly refer Circular No. MCX/291/2006 dated July 25, 2006	
7	TVITCM-7	VSAT Undertaking from the transferee executed on a Non-Judicial stamp paper of Rs.300/-	
8	TVITCM-8	Questionnaire for VSAT from the transferee	
9	TVITCM-9	No-objection Certificate by the owner of premise on his letterhead with Rubber stamp of the owner (in case of physical movement of VSAT)	
10	TVITCM-10	LST And CST Declaration (in case of physical movement of VSAT) (provide whichever is applicable)	
11	TVITCM-11	Application for cancellation of Member ID and User Ids mapped to the said VSAT as per Circular No. MCX/395/2006 dated September 16, 2006.- To be forwarded to Trading & Surveillance Department directly .	

Application from TRANSFEROR for Transfer of VSAT

(ON MEMBER'S LETTER HEAD)

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

Sub: Request for transfer of VSAT Equipment (Member ID _____)

Dear Sir,

With reference to the above captioned subject, we hereby request you to kindly transfer our VSAT from _____ (name of the Transferor) to _____ (name of the Transferee) and convey herewith our no objection towards the same. The relevant details are given below:

EXISTING SITE ADDRESS: _____

_____ City: _____
 Pin Code: _____ State: _____

Contact Person :

Contact Nos. with STD code:

Mobile No.:

Fax No.:

E-mail Address:

NEW SITE ADDRESS: _____

_____ City: _____
 Pin Code: _____ State: _____

Contact Person :

Contact Nos. with STD Code :

Mobile No. :

Fax No. :

E-mail Address

We hereby confirm to pay all the necessary charges in relation to physical transfer of VSAT and activation of the VSAT directly to HCL Comnet.

(Signature)

Further you are requested to remove mapping of the following USER IDs from the said VSAT. (Provide only the user ids below):-

a)

b)

We hereby agree and bind ourselves to be responsible for all acts, quotations and transactions done, trades made, or affected by these user(s) on the Trading System.

We will be responsible to Exchange for clearing any dues for these user(s).

Kindly do the needful at the earliest.

Thanking You,

For (Name of the Firm)

(Signature of the designated director / Authorized Signatory)

Rubber Stamp of the Firm

Encl:

1. Application from Transferee for transfer of VSAT
2. Transfer fees of Rs. 25,000/- along with the Service Tax @ 10.30% as per Circular No. MCX/224/2006 dated May 29, 2006
3. Request-cum-Undertaking from the Transferor for transfer of VSAT
4. Request-cum-Undertaking from the Transferee for transfer of VSAT
5. VSAT undertaking from the Transferee
6. Questionnaire for VSAT from Transferee
7. No-objection certificate by the owner of premises (applicable in case of physical movement of VSAT)
8. LST and CST declaration (applicable in case of physical movement of VSAT)
9. Road permit (if applicable)

Application from TRANSFEREE for Transfer of VSAT

(ON MEMBER'S LETTER HEAD)

Date:

To,
Multi Commodity Exchange of India Ltd.,
102 A, Landmark, Suren Road,
Chakala, Andheri – East,
Mumbai – 400 093

Sub: **Request for transfer of VSAT Equipment (Member ID: _____)**

Dear Sir,

With reference to the above captioned subject, we hereby request you to kindly transfer the VSAT from _____ (name of the Transferor) to _____ (name of the Transferee). The relevant details are given below:

EXISTING SITE ADDRESS: _____

Pin Code: _____ State: _____

Contact Person :

Contact Nos. with STD code :

Mobile No. :

Fax No. :

E-mail Address :

NEW SITE ADDRESS: _____

Pin Code: _____ State: _____

Contact Person :

Contact Nos. with STD Code :

Mobile No. :

Fax No. :

E-mail Address :

Kindly do the needful at the earliest.

Thanking You,
For **(Name of the Firm)**

(Signature of the designated director / Authorized Signatory)

Rubber Stamp of the Firm

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 Institutional Trading-Cum-Clearing Member of Multi Commodity Exchange of India Limited and having his address/its registered office at.....

(Hereinafter referred to as "Institutional Trading-Cum-Clearing 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 Institutional Trading-Cum-Clearing Members workstations through appropriate communication network using a Very Small Aperture Terminal (VSAT) Network. The Institutional Trading-Cum-Clearing 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 Institutional Trading-Cum-Clearing 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 Institutional Trading-Cum-Clearing 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 Institutional Trading-Cum-Clearing 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 Institutional Trading-Cum-Clearing 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 Institutional Trading-Cum-Clearing Member/from the Institutional Trading-Cum-Clearing Member, and which amount in the case of a default in payment, may be adjusted by MCX at its discretion against

Signed and delivered by the within named Institutional Trading-Cum-Clearing Member

Name of the Institutional Trading-Cum-Clearing 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)

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		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 1 GB 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 Authorised Signatory)

(Rubber Stamp)

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.

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 :

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 this part on declaration

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 this part on declaration

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.