



Documentation for Transfer of VSAT

Dear Members,

In terms of the provisions of Rules, Byelaws and Business Rules of the Exchange and, in continuation to circular no. MCX/224/2006 dated May 29, 2006, the Members of the Exchange are notified as under:

The Transferor and Transferee of VSAT will have to forward a request on letter head for transfer of VSAT alongwith the following documents:-

- 1) Request-cum-Undertaking from the Transferor for transfer of VSAT on a Non-Judicial stamp paper of Rs.100/- or the value prevailing in the state whichever is higher as specified in Annexure I.
- 2) Request-cum-Undertaking from the Transferee for transfer of VSAT on a Non-Judicial stamp paper of Rs.100/- or the value prevailing in the state whichever is higher as specified in Annexure II.
- 3) VSAT Undertaking from the transferee executed on a Non-Judicial stamp paper of Rs.100/- or the value prevailing in the state whichever is higher as specified in Annexure III.
- 4) Questionnaire for VSAT from the transferee as specified in Annexure IV.
- 5) No-objection Certificate by the owner of premise on his letterhead with Rubber stamp of the owner (in case of physical movement of VSAT) as specified in Annexure V.
- 6) LST And CST Declaration (in case of physical movement of VSAT) as specified in Annexure VI.

Members are advised to submit the documents in specified formats only alongwith a sum of Rs.25,000/- as transfer fees.

Kindly note the transferring member would be obliged to pay all the dues/installment relating to the particular VSAT facility to MCX till the last date of the calendar month of such transfer. All expenses in relation to physical transfer of VSAT would be directly payable by the member to the VSAT service provider and borne by the transferor.

For and on behalf of
Multi Commodity Exchange of India Limited

Dipak Shah
Director – Market Operations

Encl: As above

Kindly contact Mr. Anthony Rodrigues on 022- 67099300 or send an email at customersupport@mcxindia.com for further clarification.

Request-cum-Undertaking from the Transferor Member

(to be executed on a Non-Judicial stamp paper of Rs.100/- or the value prevailing in the state, whichever is higher)

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

Dear Sir,

Sub: Request for Transfer of VSAT Networking Equipment

I/we request you permit me/us to transfer the entire VSAT Networking Equipment from my/our premises located at the following addressto M/s.

..... (name of the Transferee Member) located at the following address (address of the Transferee Member).

This vsat networking equipment is open for Inspection by MCX at my/our above mentioned premises at any time upon request by MCX , before the transfer to the transferee's address as mentioned above.

I/we hereby guarantee that the above vsat networking equipment is free of encumbrances of any kind or lien or pledge or claims, which may impair the clear title of Multi Commodity Exchange of India Ltd. Over the said Equipment.

I/we hereby confirm our consent to your treating the monies paid by us in respect of the VSAT Networking Equipment as the monies payable in respect of the VSAT Networking Equipment to

be transferred in the name of (Name of Transferee) and

we shall have no claim whatsoever with respect thereto.

Yours faithfully,

For (Name of the Transferor Member)

Authorized Signatory
(Designated Director/Managing Partner/Proprietor/Karta)

Rubber stamp

Date :-
Place :-

Request-cum-Undertaking from the Transferee Member

(to be executed on a Non-Judicial stamp paper of Rs.100/- or the value prevailing in the state, whichever is higher)

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

Dear Sir,

Sub: Request for Transfer of VSAT Networking Equipment

I/we have no objection to transfer of VSAT Networking Equipment belonging to Multi Commodity Exchange of India Ltd. being currently transferred from

.....(name of the Transferor Member) from his premises at

.....
... (address) to (name of the Transferee Member)
located at the following address

(address of the Transferee Member).

I/we am/are aware that the said vsat networking equipment has been used by
.....(Name of the Transferor member) and I/we am/are satisfied at the
state of the equipment. I/we am/are also convinced that the VSAT Networking Equipment is
in good condition for my/our use.

I/we hereby guarantee that I/we shall not impair the title of Multi Commodity Exchange of India Ltd. over the said VSAT Networking Equipment nor shall I/we pledge, lend, or create any charge or encumbrances of any kind.

I/we also guarantee that I/we shall maintain the said VSAT Networking Equipment with utmost care and shall make payments towards the VSAT Installments /Annual Maintenance etc. promptly when demanded.

Yours faithfully,

For (Name of the Transferee Member)

Authorized Signatory
(Designated Director/Managing Partner/Proprietor/Karta)

Rubber stamp

Date :-
Place :-

VSAT UNDERTAKING

INSTRUCTIONS TO FILL VSAT UNDERTAKING

1. The VSAT UNDERTAKING has to be executed on a Non-Judicial stamp paper of Rs.100/- 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. Members are requested to obtain the signature of the authorized Signatories and rubber stamp on each and every page of the undertaking.
4. Obtain signature of two witnesses on the last page of undertaking.
5. In case of a corporate entity affix the common seal of the company on the last page of the undertaking.
6. 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

VSAT UNDERTAKING

THIS UNDERTAKING is made on this day of by admitted as a trading-cum-clearing member of Multi Commodity Exchange of India Limited and having his address/its registered office at

Hereinafter referred to as "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 Malkani Chambers, 1st Floor, Off Nehru Road, Vile Parle (East), Mumbai 400 099 (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-cum-clearing members workstations through appropriate communication network using a Very Small Aperture Terminal (VSAT) Network. The 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 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 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

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-cum-clearing member to use the above mentioned MCXNET,

I / WE UNCONDITIONALLY AND IRREVOCABLY UNDERTAKE AND AGREE

- That ownership of the MCXNET will remain with MCX and will not be transferable to me/us in any manner.
- That Closed User Group for the MCXNET will consist of MCX and its Trading-cum-clearing members trading in the Commodity Market.
- 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.
- To use MCXNET and all related or connected equipments only for the purposes prescribed or approved by MCX.
- To subject network engineering and interface equipment to the examination and supervision of MCX or its authorized representatives or approved persons.
- 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 VSAT's.
- 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.
- 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

- 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.
- To use the services provided on MCXNET for the bonafide use of authorized users of the MCXNET only.
- 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.
- 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.
- To use MCXNET in accordance with the Rules and Regulations and prescribed parameters of MCX.
- To allow MCX to take over any part/component/equipment of MCXNET and also to replace any such equipment/services.
- 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.
- 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 law on any part of MCXNET prohibits.
- 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.
- 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.
- 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.
- 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.

Signature 1

Signature 2

Rubber Stamp

Rubber Stamp

- Contravention of any of the clauses mentioned above for which I/We am/are giving this undertaking to comply with or
- 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-cum-clearing member/from the Trading-cum clearing 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-cum-clearing member

Name of the Trading-cum-Clearing Member

Signature 1

Signature 2

Rubber Stamp

Rubber Stamp

WITNESSES

Signature

(1) Name:

ADDRESS

Signature

(2) NAME:

ADDRESS

Signature

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

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 conduiting from the antenna to the trading workstation.	

5	Hardware for the Trader Workstation	Minimum requirement : Intell PIII (1 Ghz)/ Celeron 1.2 Ghz Processor. (Recommended : PIV Intel Processor)	
		Minimum 64 MB RAM (Recommended : 128 MB RAM)	
		Hard Disk (HDD) 20 GB	
		CD ROM	
		Network Card : 10/100 Mbps	
		Colour Monitor - 15"	
		Win. 2000 professional / Win XP Professional.	
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. 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 ODU to IDU .
3. Provide any other pertinent information about the site that wasn't asked elsewhere in this form.

NO OBJECTION CERTIFICATE (NOC) FORMAT

To

Multi Commodity Exchange of India Limited
102-A Landmark, Suren Road .
Chakala, Andheri (E)
Mumbai- 40093

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 :

To be printed on the Letterhead of Member

Date :

To whom so ever it may Concern

This is to certify that we, M/s. _____ is
not registered with the Central Sales Tax or Local Sales Tax Authorities. We do
not have any CST, LST, VAT registration numbers or TIN Numbers.

We also declare that the equipments procured from HCL Comnet. Ltd. are for our
personal use not for re-sale or any other commercial activities.

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

Address : _____

Contact Person : _____

Contact Nos. : _____

Thanking You,

For **Name of the Firm.**

Authorised Signatory.
(Signature & Rubber Stamp)

Note :

**The site address for VSAT installation and the address mentioned on the letterhead
should be the same as per HCL Comnet to avoid Transit Issues.**

To be printed on the Letterhead of Member

Date:

DECLARATION

To,
HCL Comnet Ltd.,
C-9, Sector- III,
Noida - 201 301

This is to certify that M/s _____ is registered
with Central Sales Tax or Local Sales Tax authority.

Our C.S.T Registration No. is _____ and Local Sales
Tax Registration No. is _____ .

We also declare that the equipments procured from HCL Comnet Ltd. are for
our Personal use only and not for re-sale or any other commercial activities.

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

Address : _____

Contact Person : _____

Contact Nos. : _____

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

Authorized Signatory.
(Signature & Rubber Stamp)

Note :

The site address for VSAT installation and the address mentioned on the letterhead should be the same as per HCL Comnet to avoid Transit Issues.