

September 8th, 2008

Dear Members,

Facility for VSAT connectivity

In order to enable the Members of the Exchange to get connected to the Exchange Server for trading, the Exchange is deploying a connectivity facility through Very Small Aperture Terminal (VSAT). This VSAT connectivity facility uses Gilat-Skyedge technology, providing better performance in terms of very low downtime due to fault tolerance, redundancy, and speed with high through-put.

The terms and conditions relating to facility for VSAT connectivity are as under:

A. New VSAT connectivity facility –

1. Application procedure

Interested members may submit an application in the specified format, enclosed as Annexure-1 along with the following documents and the commercial charges:

- 1) VSAT Undertaking, in the format specified in Annexure-2
- 2) No-objection for VSAT, in the format specified in Annexure-3
- 3) Questionnaire, in the format specified in Annexure-4
- 4) Sales Tax Declaration, in the format specified in Annexure-5

2. Commercial charges:

Any member requesting to avail VSAT connectivity facility will be required to pay Rs. 1.65 lakh (Rupees one lakh sixty five thousand only) plus taxes as applicable by way of a demand draft favoring '**MCX Stock Exchange Limited**' payable at Mumbai. The aforesaid amount represents one VSAT connectivity facility for a period of 3 years from the date of installation.

However, cost of extra IFL cable (in excess of 30*2 meters), if required, shall be payable on an actual basis by the member separately.

The VSAT installed at the member location shall continue to be the property of the Exchange under such control, oversight and restrictions as per the VSAT undertaking submitted by Member separately till such time the facility is discontinued and VSAT connectivity facility is returned back to the Exchange.

3. Annual recurring Charges:

After completion of 3 years from the date of installation of the VSAT for the said VSAT connectivity facility, the members shall be required to pay Rs. 28,000/- (Rupees twenty eight thousand only) plus taxes as applicable towards annual VSAT connectivity facility charges or as decided by the Exchange from time to time.

4. Number of terminals

Exchange will allow up to 3 terminals (Trader Work Station) and a Member Administrator Terminal on a single VSAT connectivity facility. In case a member wants to install more terminals, they may request for additional VSAT connectivity facility, since there is no limitation on number of VSATs per member. For ensuring additional security, the User IDs will be mapped with respective VSAT IP addresses. In case of failure of VSAT connectivity, Member can map such IDs with alternate approved mode of connectivity.

B. Usage of Existing VSAT connectivity facility -

Members having existing MCX VSAT connectivity for MCX trading may use the same VSAT connectivity facility to connect the MCX-SX trading system.

All existing terms and condition of MCX VSAT connectivity facility will be remaining same and applicable.

1. Application procedure

Interested members may submit an application in the specified format, enclosed as Annexure-6.

2. Commercial charges:

Any member requesting to enable existing MCX VSAT connectivity facility for MCX-SX trading will be required to pay Rs. 50,000 (Rupees Fifty thousand only) plus taxes as applicable by way of a demand draft favoring '**MCX Stock Exchange Limited**' payable at Mumbai. The aforesaid amount represents one VSAT connectivity facility enabled for MCX-SX trading for a period of 3 years from the date of activation.

3. Number of terminals:

Member will be allocated with 3 new user IDs of MCX-SX to login. In case a member wants to install more terminals, they may request for additional VSAT connectivity facility, since there is no limitation on number of VSAT connectivity per member. For ensuring additional security, the User IDs will be mapped with respective VSAT IP addresses. In case of failure of VSAT connectivity, Member can map such IDs with alternate approved mode of connectivity.

C. Facility for Connectivity through Member's own VSAT

In case a member is having his own Gilat Skyedge technology VSAT procured from HCL Comnet Limited and being used for some other purpose, the same may be used for connecting to the MCX-SX trading system. However, the equipment has to be certified by the HCL Comnet Engineer before re-deployment to the MCX-SX trading system. The member has to pay Rs. 50,000 plus taxes as applicable in advance towards VSAT connectivity facility charges for 3 years from the date of activation of the said VSAT connectivity facility in MCX-SX trading system. The member for using the existing VSAT may submit an application in the specified format, enclosed as Annexure-7 along with the following documents and charges by way of a demand draft favoring 'MCX Stock Exchange Limited' payable at Mumbai.

- 1) Undertaking for connectivity using existing VSAT, in the format specified in Annexure-8
- 2) Letter addressed to HCL Comnet Limited, in the format specified in Annexure-9

In case the VSAT equipment is found faulty, the member has to pay the rectification charges, in addition to the transportation charges, Octroi and entry tax and other out of pocket expenses to HCL Comnet directly.

Customer care department can be contacted at 022 – 67319000 Extn.: 9227 and 8901 for any clarification

For and on behalf of
MCX STOCK Exchange Ltd.

Uday Nadkarni
Chief Technology Officer

Enclosed: As above

Date: _____

To,
The Membership Department
MCX Stock Exchange Limited
102-A, Landmark,
Suren Road. Chakala,
Andheri (East),
Mumbai- 400 093

Subject: Application for provision of VSAT connectivity facility through installation of VSAT

Dear Sir,

This has reference to your letter/ email dated September 8th, 2008; you are requested to provide the VSAT connectivity facility through installation of VSAT at the location as per following details:

The details of site are as follows: -

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

I / we submit the following documents for the purpose:

- A) VSAT Undertaking
- B) No objection Certificate
- C) Questionnaire for VSAT
- D) CST/LST Declaration

Thanking you.

Yours faithfully
Name and signature of the Authorized Signatory

VSAT UNDERTAKING

INSTRUCTIONS TO FILL VSAT UNDERTAKING

1. The VSAT UNDERTAKING has to be executed on a Non-Judicial stamp paper (for a value as applicable in respective states, for indemnity, subject to a minimum of Rs.200/-).
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 affix their 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 MCX Stock Exchange of India Limited, by

Mr./Mrs./M/s. _____

_____ on _____ day of _____, 20 _____.

Signature 1

Signature 2

Rubber Stamp

Rubber Stamp

THIS UNDERTAKING is made on this day of at
by admitted as a Trading Member / Trading-cum-Clearing Member of MCX Stock Exchange Ltd and having address/registered office at.....
.....

(Hereinafter referred to as the "member", which expression shall unless repugnant to the context or meaning thereof include his/its heirs, successors assigns and legal representatives in favour of MCX Stock Exchange Ltd a company incorporated under the Companies Act, 1956 with its registered office at "Exchange Square", CTS No 255, Suren Road, Andheri (E), Mumbai – 400093 (hereinafter referred to as "MCX-SX" which expression shall unless repugnant to the context or meaning thereof include its successors or assigns).

WHEREAS

1. MCX-SX 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-SX System').
2. MCX-SX, through MCX-SX System, has established trading facilities in the whole territory of India by setting up a central trading system at Mumbai connected to the member's workstations through appropriate communication network using a Very Small Aperture Terminal (VSAT) Network. 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 "MCX-SX NET", MCX-SX has extended the facility to use the MCX-SX NET, to the members subject to certain restrictions and conditions prescribed or to be prescribed by the Department of Telecommunications (DOT) and MCX-SX.
4. Network provider engaged on shared hub basis by MCX-SX had applied to the DOT for issue of a license for the installation and operation of private Closed User Group (CUG) VSAT network, for which the license was granted by the Director General of DOT.
5. Network provider has extended the facility to use the MCX-SX NET to the members subject to certain restrictions and conditions prescribed or to be prescribed by the Department of Telecommunications and MCX-SX.
6. MCX-SX 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-SX permitting me/us as a member to use the above mentioned MCX-SX NET,

I / WE UNCONDITIONALLY AND IRREVOCABLY UNDERTAKE AND AGREE

Signature (1)

Signature (2)

- i. That ownership of the MCX-SX NET will remain with MCX-SX and will not be transferable to me/us in any manner.
- ii. That Closed User Group for the MCX-SX NET will consist of MCX-SX and its members, trading in any segment.
- iii. To display in such manner at all locations connected with MCX-SX NET all such notices or sign boards as may be prescribed or approved by MCX-SX.
- iv. To use MCX-SX NET and all related or connected equipments only for the purposes prescribed or approved by MCX-SX.
- v. To subject network engineering and interface equipment to the examination and supervision of MCX-SX 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 MCX-SX NET 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 MCX-SX NET 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.
- ix. To use all communications through MCX-SX NET for the exclusive in house communication of only approved users of the MCX-SX NET 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-SX upon permission to do so being granted to it by Department of Telecommunication.
- x. To use the services provided on MCX-SX NET for the bonafide use of authorized users of the MCX-SX NET only.
- xi. To ensure that the operation of the systems/Equipment of the MCX-SX NET does not cause any harm/loss to the Department of Telecommunication or MCX-SX.
- xii. To ensure that the equipment approved for MCX-SX NET is installed, replaced, repaired or removed only in the presence of authorized persons of MCX-SX and for this purpose to provide reasonable facilities and assistance.

Signature (1)

Signature (2)

xiii. To use MCX-SX NET in accordance with the Rules and Regulations and prescribed parameters of MCX-SX.

xiv. To allow MCX-SX and network provider to take over any part/component/equipment of MCX-SX NET 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 MCX-SX NET.

xvi. Notwithstanding anything contained in the terms and conditions applicable for operation of MCX-SX NET, not to carry such messages (e.g. Electronic Transfer of Funds) which are prohibited by law on any part of MCX-SX NET.

xvii. Not to hold the Department of Telecommunications or MCX-SX responsible for any harm/loss damage of any kind to the user/users of MCX-SX NET on account of any interruption on DOT/MCX-SX systems or network..

xviii. To use MCX-SX NET subject to and in accordance with the Byelaws, Rules, Regulations of MCX-SX and such other conditions as may be prescribed by DOT or MCX-SX 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-SX and to take all responsibility for authorized or unauthorized use of the MCX-SX NET through such VSAT and related equipments.

xx. To indemnify and keep indemnified MCX-SX to the extent of the damage, loss, harm, costs or expenses which shall be incurred by MCX-SX 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-SX upon which MCX-SX may adopt any course of action which may be either disciplinary or legal or impose any other penalty which MCX-SX may deem necessary, which shall include the right of MCX-SX to demand any amount of monetary compensation for any default on the part of members from the respective member, and which amount in the case of a default in payment, may be adjusted by MCX-SX at its discretion against my/our security deposit with MCX-SX.

Signed and delivered within Named Member

Name of Member

Signature (1)

Signature (2)

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 _____ 2008 in the presence of
* _____

Signature (1)

Signature (2)

Rubber Stamp :

Common seal:

Notary (Stamp & Seal)

* As required by the Articles of Association of the Company.

To,
 The Membership Department
 MCX Stock Exchange Limited
 102-A, Landmark,
 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.	

Date:

Place:

Name and signature of Landlord:

Rubber Stamp of Landlord

QUESTIONNAIRE FOR VSAT

DATE :

NAME :

ADDRESS :

.....

TEL. NO. :

CONTACT PERSON :

S.No	Particulars	Replies	
1	Working days and hours at the site	Days: Timings:	
2	Building	Number of storeys	
		Height	
		Floor on which Trading workstation is located	
		Voltage between earth and neutral (not exceeding 2 V)	
3	Rooftop	Flat	<input type="checkbox"/> <input type="checkbox"/>
		Inclined	
		Dimension of the door for entering the rooftop	
		Nearest electrical earth point near the antenna	
4	VSAT Antenna	Any restriction to access site specify	
		To be transported to the Rooftop Through Lift <p style="text-align: center;">Through Staircase</p>	

		Other (Please Specify)	
		Specify the route provision for conduit from the Antenna to the trading workstation	Yes <input type="checkbox"/> No <input type="checkbox"/>
5	Hardware for the Trader Workstation	PIV 2.8GHZ or above	Yes <input type="checkbox"/> No <input type="checkbox"/>
		Minimum 1 GB RAM	
		Minimum 20 GB Free hard disk space	Yes <input type="checkbox"/> No <input type="checkbox"/>
		CD ROM	Yes <input type="checkbox"/> No <input type="checkbox"/>
		10/100 Mbps Network Card	Yes <input type="checkbox"/> No <input type="checkbox"/>
		15" Color Monitor	Yes <input type="checkbox"/> No <input type="checkbox"/>
		MS Windows 2000 or MS XP with latest service packs	Yes <input type="checkbox"/> No <input type="checkbox"/>
6	Capacity of UPS connected to the PC - Trader Work Station	(2 KVA Online UPS recommended)	KVA

Signature of the member

Note:

1. Security pass/necessary permissions 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

(To be filled by the Member **registered** with the Central Sales Tax or Local Sales Tax Authorities)

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

(Please Note: The site address for provision of VSAT connectivity facility and address mentioned on the letter head should be same as per HCL Comnet to avoid transit issues.)

Declaration

TO,
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 personal use and not for re-sale or any other commercial activities.

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)

(To be filled by the Member **not registered** with the Central Sales Tax or Local Sales Tax Authorities)

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

(Please Note: The site address for provision of VSAT connectivity facility and address mentioned on the letter head should be same as per HCL Comnet to avoid transit issues.)

Declaration

TO,
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. We do not have any CST, LST, VAT registration numbers or TIN Numbers.

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

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)

Date: _____

To,
The Membership Department
MCX Stock Exchange Limited
102-A, Landmark,
Suren Road. Chakala,
Andheri (East),
Mumbai- 400 093

Subject: Application for usage of existing VSAT connectivity facility for MCX-SX network.

Dear Sir,

This has reference to your letter / email dated September 8th, 2008, you are requested to enable the following MCX VSAT connectivity facility for MCX-SX network.

MCX Membership Name:
MCX Membership ID:
MCX-SX Membership Name:
MCX-SX Membership ID:
VSAT location Address:
VSAT ID:
VSAT IP:

Request you to enable the same for MCX-SX network.

For (Name of the Member)

(Authorised Signatory)

Date: _____

To,
The Membership Department
MCX Stock Exchange Limited
102-A, Landmark,
Suren Road. Chakala,
Andheri (East),
Mumbai- 400 093

Subject: Application for VSAT connectivity facility through Member's own VSAT

Dear Sir,

This has reference to your letter / email dated September 8th, 2008, I/we would be using my/our own VSAT installed at

In this regard, the following documents are submitted for installation of VSAT:

- 1) Undertaking for using existing VSAT
- 2) Letter addressed to HCL Comnet Limited, in the format specified in Annexure-8
- 3) Invoice copy/Installation report of HCL Comnet for the existing VSAT.

Thanking you.

Yours faithfully
For

Name and signature of the Authorised Signatory

UNDERTAKING

(to be executed on a non-judicial stamp paper of Rs. 300/- or the value prevailing in the State, whichever is higher)

I....., proprietor / partner / director of..... do hereby declare that the VSAT equipment lying at is my property and is under my ownership and nobody else has any right or entitlement on the said VSAT equipment.

I further authorize HCL Comnet to configure the said VSAT equipment for connecting the same to MCX-SX CUG and to enable me to trade on MCX-SX.

I further undertake to pay the bandwidth deposit and recurring charges for use of the said VSAT towards interactive traffic, bandwidth cost, annual maintenance, insurance and other costs, as may be communicated by MCX-SX.

I further hereby undertake that I will fully indemnify HCL Comnet and MCX-SX in case anybody challenges or disputes use of the said VSAT for doing business at MCX-SX.

I further do hereby solemnly affirm and declare that the above statements are true and correct.

For

Proprietor / Director / Partner
(name and signature)

Letter addressed to HCL Comnet Limited
(to be printed on the letter head of the member)

HCL Comnet Ltd.,
C-9, Sector-III,
NOIDA – 201 301

Dear Sir,

I/We hereby declare that I/We,....., would be using my/our VSAT installed at, on HCL Comnet Shared Hub Network as part of MCX-SX only and I authorize MCX-SX to sign the Shared Hub Agreement on my behalf.

For (Name of the Member)

(Authorised Signatory)