

**National Stock Exchange of India Limited
Membership Department**

Circular No. 389

NSE/MEM/4818

February 20, 2004

To All Trading Members,

Sub: VSAT/Leased Line Connectivity

The norms relating to allotment and surrender of VSAT/Leased Line connectivity were laid out by the Exchange vide circular no. 328 (ref. no. NSE/MEM/4032) dated March 25, 2003.

The Exchange has since received representations from trading members requesting to provide for return of the VSAT equipment to the Exchange on surrender of the VSAT connectivity. In view of the same, the Exchange has reviewed the prevailing norms. Following are the norms relating to allotment and surrender of VSATs and leased lines applicable for trading members, in modification of the above said circular:

A. Deposit and annual charges payable

1. VSAT Connection:

- a. Members shall be required to deposit an amount of Rs.2,00,000 for VSAT installation with the Exchange as interest free security deposit towards VSAT.
- b. In addition, trading members shall separately bear the cost of installation of VSAT at their site. The cost which is currently fixed at Rs.17,750/- per VSAT installation includes the cost relating to installation of equipment, cost of concrete blocks, mounts, etc. Trading members desirous of availing a VSAT connection shall forward the application for installation of VSAT along with a demand draft of Rs.17,750/- (towards this cost) in favour of M/s HCL Comnet Ltd. payable at Mumbai.
Further trading members will also be required to make payment for the cost of cables required at the site (currently @Rs.40/- per metre) by way of cheque/demand draft to the representative of M/s HCL Comnet Ltd. after the site inspection.
- c. Annual charges of Rs.96,000 per VSAT shall be payable to the Exchange (in quarterly installments of Rs.24,000) for the financial year 2004-05 and the same shall be payable at the beginning of each quarter. In case of new VSAT installation, the annual charges shall be payable proportionately from the date of activation of the VSAT.

Where at the request of the trading member the VSAT connection is permitted to be used additionally for other operations permissible on the Exchange network viz., depository participant operations, etc the annual charges payable would be Rs.1,50,000 or the actual annual VSAT recovery whichever is higher. This shall be applicable from April 01, 2004. The amount of Rs.1,50,000 would be payable at the

beginning of the year and the shortfall, if any, shall be recovered on computation of the actual charges at the end of the year.

2. Leased line connection

- a. Members shall be required to deposit an amount of Rs.1,00,000 per leased line connection with the Exchange for installation of leased line as interest free security deposit towards leased line.
- b. Annual charges of Rs.50,000 or the actual annual leased line recovery whichever is higher shall be payable per leased line. The amount of Rs.50,000 would be payable at the beginning of the financial year and the shortfall, if any, shall be recovered on computation of the actual charges at the end of the year. In case of new leased line connection, the amount of Rs.50,000 shall be payable along with the application for leased line connection.

Other conditions relating to VSAT/leased line connection

3. The said interest free security deposit shall remain with the Exchange as a security deposit and would be refunded when the VSAT/leased line is surrendered by the trading member after recovering dues, if any, to the Exchange/Clearing Corporation.

On surrender of leased line allotted to the trading member, the following deductions shall be made from the leased line deposit based on the date of activation of the leased line:

Sr. No.	Leased line surrendered	Interest free security deposit that would be deducted on surrender of leased line
1.	Within 1 year of activation	Rs. 60,000
2.	Between 1 to 2 years of activation	Rs. 45,000
3.	Between 2 to 3 years of activation	Rs. 30,000
4.	Between 3 to 4 years of activation	Rs. 15,000
5.	After 4 years of activation	Rs. Nil

4. The said interest free security deposit would not be utilized towards margins/trading exposure.
5. The annual charges shall be payable pro-rata from the date of activation of VSAT/commissioning of leased line.
6. The annual charges shall be payable for the VSAT/ leased line connection even if the corresponding trading terminals are deactivated for any reason unless the VSAT connection is surrendered and the equipment is returned to the Exchange.
7. Appropriation of annual charges shall not be allowed out of the interest free security deposit for VSAT/leased line.

8. In addition to the interest free security deposit, annual charges and any other charge prescribed by the Exchange, trading members shall be liable for payment of any charges, deposit, fees, taxes, etc. prescribed by statutory and/or regulatory authorities such as Income Tax, Central Excise, BSNL, MTNL, DoT, etc.

B. Surrender and allotment of VSAT and leased line connections

1. Trading members may opt for surrender of their VSAT connection after payment of early surrender charges depending on the year in which the VSAT was activated, as per details given below:

Sr. No.	Period in which the VSAT was activated	Early Surrender Charges (Rs.)
1	April 1994 - March 1996	90,000
2	April 1996 - March 1999	1,60,000
3	April 1999 onwards	2,00,000

2. The early surrender charges will be adjusted from the interest free security deposit for VSAT available with the Exchange. The excess/shortfall, if any, shall be refunded/called for as per the early surrender charges mentioned in point no.B1 above.
3. If the trading member returns the VSAT equipment in usable condition on surrender of connectivity, the early surrender charges will be reduced by Rs.50,000 subject to recovery of withdrawal charges, which is currently Rs.6,000 towards dismantling and transportation of the VSAT equipment. This will also be applicable for VSAT connections already surrendered.
4. Where trading members apply for surrender of VSAT connection which was installed prior to April 1, 2000 without requesting for installation of a leased line, the early surrender charges shall not be applicable and the VSAT equipment shall be returned to the Exchange. The charges applicable for withdrawal of the VSAT equipment as prescribed and the un-recovered cost of VSAT accessories such as cement blocks, cables, etc., if any, will be recovered from the trading member by the Exchange.

In cases where the trading members requests for a leased line in lieu of the VSAT connection surrendered, the applicable early surrender charges shall be payable by the member to the Exchange.

In cases where the VSAT installed prior to April 1, 2000 is surrendered to the Exchange by the trading member and the trading member at any time thereafter makes a request for a leased line connection, the trading member shall be required to pay the applicable early surrender charges to be eligible for allotment of leased line connection. Similarly, if a trading member requests for a leased line and thereafter makes a request for surrender of VSAT installed prior to April 2000, the applicable early surrender charges shall be payable as prescribed in point B1.

Early surrender charges shall also be payable in case the VSAT equipment is not returned by the trading member to the Exchange.

5. Once the VSAT is disconnected from the VSAT network of the Exchange on payment of early surrender charges and surrender of VSAT connection, the Exchange shall not permit reconnection of such VSATs to the Exchange network.
6. Transfer of VSAT from one trading member to another trading member shall not be allowed.
7. Trading members shall be required to retain at least one VSAT to ensure that an alternative mode of connectivity is available for trading in case of failure of the leased line network.
8. In case the trading member wishes to shift the VSAT equipment or a part thereof from one location to another location, all applicable charges as prescribed for the same, shall be payable by the trading member.
9. Trading members desirous of availing/surrendering VSAT/leased line connections are requested to submit their applications for installation/surrender of VSAT/leased line as per Annexure A and B respectively. The application for installation of VSAT/leased line shall be considered only subject to availability of related equipment and infrastructure.

Trading members are requested to take note of the above.

In case of any clarification in this regard, you may please contact Mr. Nilesh Dhage on telephone no.: (022) 26598246.

for National Stock Exchange of India Limited,

V. Suresh
Manager

ANNEXURE A
Application for Installation of VSAT/ Leased Line
(On the letterhead of the Trading Member)

We hereby apply for installation of a VSAT/leased line at our _____ office the details of which are given below:

1.	Name of the trading member	
2.	Member code	
3.	Correspondence address of the trading member	
4.	Address, telephone number and fax number of the office where the VSAT/leased line is proposed to be installed	
5.	If the office mentioned in column 4 is a main/branch office of the trading member, furnish the following details:	
a.	Name & Designation of the person in-charge of the main/branch office	
b.	Names of the proposed authorized users	
6.	If the proposed VSAT/leased line is to be installed for the operation of the trading member at the office of registered sub-broker, details of the sub-broker	
a.	Name of the registered sub-broker	
b.	SEBI registration no.	INS23 _____
c.	Address Tel. No. Fax No.	
d.	Name, designation and telephone number of the contact person at the main office of the trading member	
e.	If the registered sub-broker is a firm or corporate, name and designation of the contact person	
f.	Name of the proposed authorized users	
7.	Whether NOC from the landlord/owner of the premises in the name of the trading member is enclosed	Yes/No

Date:

Signature of the trading member

NO-OBJECTION CERTIFICATE FOR INSTALLATION OF DISH ANTENNA
(to be obtained from owner/society authorities of the building)

To,
National Stock Exchange of India Ltd.,
Exchange Plaza, Bandra Kurla Complex,
Bandra (East), Mumbai 400 051

Name of Trading Member : _____

Dealing Office Address where
VSAT is proposed to be installed : _____

City : _____

Pincode : _____

District : _____

State : _____

Contact Person : _____

Phone No with STD code : _____

Fax No. : _____

Is there any NSEIL VSAT antenna already
installed on the same building : YES / NO

Height of the building : _____ Mtrs.

Is the building structure capable of bearing
the weight of 800 kgs over an area of 36 sq.ft. /
whether the building is capable of bearing the
weight of the extra VSAT : YES / NO

Name of the nearest airport and the its distance :
(to be given in Kms) from the site

Lift / Terrace Access :-

Availability timings on Monday-Friday :

Availability timings on Saturday-Sunday :

We hereby declare that the above mentioned building/premises where the VSAT and Dish Antenna
for the use of M/s. _____ will be installed,
belongs to us and we have no objection to your installing the said equipment.

Name & Seal of Organisation

Name & Designation of Signatory

Countersigned by Trading Member

Instruction for executing VSAT/ Leased Line undertaking

Enclosed VSAT/ Leased Line Undertaking should be stamped as an Agreement and notarised. Please use Non-Judicial stamp paper of Rs.200/- of the value prevailing in your state (whichever is higher) – Please type the following on the Stamp Paper as the First Page and sign:

Undertaking

This Non-Judicial Stamp paper of Rs._____ forms part and parcel of this VSAT/ Leased Line Undertaking submitted to National Stock Exchange of India Limited executed by Mr./Mrs./M/s. _____

_____ on _____ day of _____ 20 ____.

**** Signature**

Please type the following on the last page of the agreement (below the common seal)

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

(Name & Designation)

Signature

(Name & Designation)

- As required by the Articles of Association of the Company
-

** To be signed by the person(s) signing the VSAT/ Leased Line Undertaking attached herewith.

VSAT UNDERTAKING CUM INDEMNITY

THIS UNDERTAKING CUM INDEMNITY is made on this the day of by admitted as a trading member with National Stock Exchange of India Ltd. 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 National Stock Exchange of India Ltd., company incorporated under the Indian Companies Act, 1956 with its registered office at Exchange Plaza, Bandra-Kurla complex, Bandra(East), Mumbai 400051 (hereinafter referred to as “NSEIL” which expression shall unless repugnant to the context or meaning thereof include its successors or assigns).

WHEREAS

1. NSEIL has introduced a trading system, for the purpose of providing a screen based trading facility for the whole territory of India, known as National Stock Exchange for Automated Trading (hereinafter referred as ‘NEAT’).
2. NSEIL through its NEAT system has established trading facilities in the whole territory of India by setting up a central trading computer at Bombay 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 computer through the hub of the VSAT network.
3. In order to use the said network known as NSENET, NSEIL had applied to the Department of Telecommunications, C.S.Section, for issue of a licence for the installation and operation of private Closed User Group (CUG) VSAT network and which licence was granted by the Director General of Department of Telecommunications.
4. The licence has been granted to NSEIL subject to certain restrictions and conditions.
5. On acquisition of the licence, NSEIL has extended the facility to use the NSENET to the trading members subject to certain restrictions and conditions prescribed or to be prescribed by the Department of Telecommunications and NSEIL.

NOW IN CONSIDERATION OF NSEIL permitting me / us as a trading member to use the above mentioned NSENET,

I / WE UNCONDITIONALLY AND IRREVOCABLY UNDERTAKE AND AGREE

- i. That ownership of the NSENET will remain with NSEIL and will not be transferable to me / us in any manner.
- ii. That Closed User Group for the NSENET will consist of NSEIL and its trading members trading in Capital Market, Futures & Options or Wholesale Debt Market segment of the Exchange.

- iii. To display in such manner at all locations connected with NSENET all such notices or signs boards as may be prescribed or approved by NSEIL.
- iv. To use NSENET and all related or connected equipments only for the purposes prescribed or approved by NSEIL.
- v. To subject network engineering and interface equipments to the examination and supervision of NSEIL or its authorised representatives or approved persons.
- vi. To ensure that any communications 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 NSENET subject to the condition that the licence issued by the Director General, Department of Telecommunication may be amended or alerted 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 licence suo moto at any time.
- viii. To use NSENET 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 shall become applicable.
- ix. To use all communications through NSENET for the exclusive in house communication of only approved users of the NSENET and in no way, at no place and at no time to connect to Public Telecommunications/Telex/Data/Telephone Network of Department of Telecommunication/MTNL/VSNL or any network of any other party unless permitted to do so by NSEIL upon permission to do so being granted to it by Department of Telecommunication.
- x. To use the services provided on NSENET for the bonafide use of authorised users of the NSENET only.
- xi. To ensure that the operation of the systems/Equipment of the NSENET does not cause any harm/loss to the Department of Telecommunication or NSEIL
- xii. To ensure that the equipment approved for NSENET is installed, replaced, repaired or removed only in the presence of authorised persons of NSEIL and for this purpose to provide reasonable facilities and assistance.
- xiii. To use NSENET in accordance to the Rules and Regulations and prescribed parameters of NSEIL.
- xiv. To allow NSEIL to take over any part/component/equipment of NSENET 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 NSENET.

- xvi. Notwithstanding anything contained in the terms and conditions applicable for operation of NSENET, not to carry such messages (eg. Electronic Transfer of Funds) which are prohibited by law on any part of NSENET.
- xvii. Not to hold the Department of Telecommunications or NSEIL responsible for any harm/loss damage of any kind to the user/users of NSENET on account of any interruption on DOT/NSEIL systems or network.
- xviii. To use NSENET subject to and in accordance with the Bye-laws, Rules, Regulations of NSEIL and such other conditions as may be prescribed by DOT or NSEIL 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 authorised or approved by NSEIL and to take all responsibility for authorised or unauthorised use of the NSENET through such VSAT and related equipments.
- xx. To indemnify and keep indemnified NSEIL to the extent of the damage, loss, harm, costs or which shall be incurred by NSEIL 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 NSEIL upon which NSEIL may adopt any course of action which may be either disciplinary or legal or impose any other penalty which NSEIL may deem necessary, which shall include the right of NSEIL 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 NSEIL at his discretion against my/our security deposit with NSEIL.
- xxi. To ensure that the data communication link between the Exchange's equipment and Member's Trader Workstation shall be used on point-to-point basis only. The Member shall further ensure the above link will not be connected to any other telecommunication network.
- xxii. To indemnify the Exchange against any loss or damage including liabilities arising out of failure to comply with Clause above.
- xxiii. The VSAT shall be installed subject to clearance from appropriate authorities.
- xxiv. I/We shall procure and provide to NSEIL, the road permit, wherever applicable, from the concerned authorities, to transport the VSAT equipment consignment to the place of installation.
- xxv. I/We shall lay the cables and provide conduits for the cables as per the specifications of NSEIL or its representative.

- xxvi. I/We shall provide adequate and safe access and working environment including a strong railing/ladder, wherever required, for the NSEIL's representatives to install/maintain the antenna / VSAT equipment.
- xxvii. I /We shall provide an alternate location and make arrangements to shift the VSAT installed at my / our premises by NSEIL as soon as any such directive is received from NSEIL / appropriate regulatory authorities and shall pay any shifting charges / license fees, that may become payable to NSEIL and / or the appropriate regulatory authorities.
- xxviii. Further in the event of shifting to an alternate location in the same city or another city, at my/our request, I/We agree to pay any shifting charges / license fees that may become payable to NSEIL and / or the regulatory authorities.
- xxix. NSEIL shall not be liable for any stoppage in my/our trading activities owing to objections from any regulatory authorities and as a result of the ensuing delay in the process of shifting the VSAT to a new location.
- xxx. In the event of withdrawal from trading membership, I/We shall pay dismantling charges, transportation charges and such other charges including incidental charges if any, that may become payable to NSEIL.
- xxxi. In the event of termination/surrender of my/our trading membership or surrendering the VSAT, I/we shall be liable to pay the early surrender charges and such other charges as prescribed by the Exchange. The Exchange shall be entitled to appropriate the same from any other deposit/monies paid by me/us or payable to me/us.
- xxxii. The VSAT shall not be installed/ activated unless I/We provide a clean / regulated / uninterrupted power supply including proper earthing with a separate pit and a dust free environment to all the equipment in the trading set up including the VSAT equipment to the satisfaction of NSEIL. I/We agree that the VSAT connectivity may be deactivated at any point of time on failure of compliance with the above conditions, till such time the technical corrections are incorporated.
- xxxiii. I/We shall not alienate or part with any portion of the equipment /equipment of the NSENET or any equipment connected with the NSENET in any manner whatsoever including by way of Mortgage, Hypothecation, Pledge, Exchange, Gift, Lease, License, Agency etc.
- xxxiv. I/We shall safeguard all the equipment provided by NSEIL including the VSAT equipment. In the event of loss or theft of the whole equipment or part thereof, I/We shall lodge a FIR (First Information Report) with the concerned authorities immediately and communicate the same to NSEIL in writing without delay, along with a copy of the FIR and also reimburse to NSEIL, the loss, expenses and charges as may be determined by NSEIL arising out of the loss / theft of the equipment or part thereof.

xxxv. I/We agree that the terms and conditions mentioned in this undertaking will be applicable for any new VSATs allotted/to be allotted to me/us by NSEIL in future, and continue to be binding upon me/us in respect of such VSATs.

Signed and delivered by
the within named
Trading Member

WITNESSES

Signature

(1) Name :
ADDRESS

Signature

(2) NAME :
ADDRESS

Before me

Leased Line - Undertaking

This Undertaking cum Indemnity is made on this the _____ day of _____ 20__ by _____ admitted as a Trading Member with National Stock 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 National Stock Exchange of India Limited, company incorporated under the Indian Companies Act, 1956 with its registered office at Exchange Plaza, Bandra Kurla Complex, Bandra (East), Mumbai-400051. (hereinafter referred to as "NSEIL" which expression shall unless repugnant to the context or meaning thereof include its successors or assigns).

WHEREAS

1. NSEIL has introduced a trading system, for the purpose of screen based trading facility for the whole territory of India, known as National Stock Exchange for Automated Trading (hereinafter referred to as "NEAT").
2. NSEIL through its NEAT system has established trading facilities in the whole territory of India by setting up a central computer at Mumbai connected to the Trading Members work stations through appropriate communication network using Leased Line to be provided by Mahanagar Telephone Nigam Ltd. (MTNL)/ Department of Telecommunications (DOT) (hereinafter referred to as "Leased Line") and VSATs.
3. NSEIL has been granted a license by DOT, for the installation and operation of the said network, known as NSENET, subject to certain restrictions and conditions.
4. The Trading Member intends to be connected to the NSENET through Leased Line and NSEIL agrees to provide the said facility among other conditions, on the execution of this Undertaking.

NOW IN CONSIDERATION OF NSEIL permitting me/us as a trading member to use the above mentioned NSENET, I/WE UNCONDITIONALLY AND IRREVOCABLE UNDERTAKE AND AGREE

- i. That ownership of the NSENET will remain with NSEIL and will not be transferable to me / us in any manner.
- ii. That Closed User Group for the NSENET will consist of NSEIL and its authorised members/users.
- iii. To procure the 64 Kbps Leased Line(s) in the name of NSEIL and make all the necessary payments to MTNL/DOT and follow up from time to time with MTNL/DOT for installation, commissioning and shall submit all the original documents to NSEIL immediately.

- iv. To take all the necessary measures to shift the Leased line at my/our own cost (including the cost of any extra equipment, if required) to the new location of NSEIL as and when intimated and shall not hold NSEIL responsible for any stoppage of trading through Leased Line during the shifting period for any reason whatsoever.
- v. That I/We shall do all necessary follow-ups with MTNL/DOT in case of shifting of our operation to other locations and shall pay the necessary charges to MTNL/DOT for shifting of the Leased Line.
- vi. To hire the Leased Line circuit for a minimum period as may be prescribed by MTNL/DOT from time to time.
- vii. To use NSENET and all related or connected equipment only for the purposes prescribed or approved by NSEIL.
- viii. To provide the necessary equipment for the purpose of being connected to the NSENET.
- ix. To procure and use only MTNL/NSEIL approved equipment for the purpose of being connected to the NSENET.
- x. To follow up solely by myself/ourselves with MTNL/DOT authorities for the restoration of the Leased Line link, in case of any malfunctioning or failure of my/our Leased Line.
- xi. To use NSENET 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 / equipment / 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.
- xii. To use NSENET 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 shall be applicable and shall be complied with.
- xiii. To use all communications through NSENET for the exclusive in house communication of only approved users of the NSENET and in no way, at no place and at no time to connect to Public Telecommunications/Telex/Data/Telephone Network of Department of Telecommunication/MTNL/VSNL or any network of any other party unless permitted to do so by NSEIL upon permission to do so being granted to it by Department of Telecommunication.
- xiv. To use the services provided on NSENET for the bonafide use of authorised users only.
- xv. To ensure that the operation of the systems/Equipment installed by me/us does not cause any harm/loss to the Department of Telecommunication/MTNL or NSEIL

- xvi. That in case of problems related to the connectivity with the trading system, I/We agree to diagnose with help of MTNL/ DOT officials and confirm to NSEIL that the Leased Line link is functioning normally. In case NSEIL is not satisfied about the same, I/We also agree to send a representative to NSEIL to demonstrate the same, if required.
- xvii. To ensure that no communication/message which is prejudicial to the interests of the nation or to the security of India is passed over, through or on the Leased Line or any part of NSENET.
- xviii. Notwithstanding anything contained in the terms and conditions applicable for operation of NSENET, not to carry such messages (e.g. Electronic Transfer of Funds) which are prohibited by law on any part of NSENET.
- xix. That NSEIL does not give any commitments/guarantees towards Leased Line link performance like response time, uptime etc.
- xx. Not to hold the DOT/MTNL or NSEIL responsible for any direct/indirect/consequential, harm/loss/damage of any kind to the user/users of NSENET on account of any interruption on DOT/MTNL/NSEIL systems or network.
- xxi. To use NSENET subject to and in accordance with the Bye-laws, Rules, Regulations of NSEIL and such other conditions as may be prescribed by DOT/MTNL or NSEIL from time to time.
- xxii. To ensure that the Leased Line and related equipment are installed and used only in the approved premises under my/our control only by persons authorised or approved by NSEIL and to take all responsibility for authorised or unauthorised use of the NSENET through the Leased Line and related equipment.
- xxiii. To ensure that the data communication link between the Exchange's equipment and Member's Trader Workstation shall be used on point-to-point basis only. The Member shall further ensure that the above link will not be connected to any other telecommunication network and shall indemnify the Exchange against any loss or damage including liabilities arising out of failure to comply with the above.
- xxiv. That in case of NSEIL running its live trading operations or conducting tests from its disaster backup site, I/We agree that I/We am/are not entitled to and shall not be provided with the connectivity to NSEIL's trading facility through the Leased Line.
- xxv. That I/We shall lay the cables and provide conduits for the cables at my/our own cost as per the specifications of NSEIL or its representative.
- xxvi. That NSEIL shall not be liable for any stoppage in my/our trading activities owing to objections from any regulatory authorities. NSEIL shall also not be liable for any direct or indirect damages or losses suffered by me/us, for whatsoever reason including owing to system failure or loss of connectivity.

- xxvii. That I/We shall not alienate or part with any portion of the equipment /equipment of the NSENET or any equipment connected with the NSENET in any manner whatsoever including by way of Mortgage, Hypothecation, Pledge, Exchange, Gift, Lease, License, Agency etc.
- xxviii. I/we agree to provide the Telecom Engineering Centre (TEC) approved equipment and cables at my/our end for the leased connectivity between the trading system and my/our premises.
- xxix. I/We agree that the Leased Line connectivity may be deactivated at any point of time on failure of compliance with the above conditions, till such time the necessary corrections are incorporated.
- xxx. I/We agree that the trading facility through the Leased Line may be withdrawn by NSEIL at short notice at any point of time at its own discretion without assigning any reasons whatsoever.
- xxxi. To indemnify and keep indemnified NSEIL to the extent of the damage, loss, harm, costs or which shall be incurred by NSEIL as a consequence of any.
- a. Contravention of any of the clauses mentioned above for which I/We am/are giving this undertaking to comply with or
 - b. Contravention of any of the Bye-laws, Rules, Regulations framed by NSEIL upon which NSEIL may adopt any course of action which may be either disciplinary or legal or impose any other penalty which NSEIL may deem necessary, which shall include the right of NSEIL 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 NSEIL at his discretion against my/our security deposit with NSEIL.

Signed and delivered by the withinnamed Trading Member

WITNESSES

Signature

(1) NAME
ADDRESS :

Signature

(2) NAME :
ADDRESS :

BEFORE ME

UNDERTAKING
(Applicable in case the leased line is to be installed in Mumbai.
To be provided on plain paper)

I _____ (To be kept blank) _____ do hereby undertake the following:

1. I/We have applied for the Leased Line vide application No. _____ (To be kept blank) _____.
2. This Circuit will work on Network basis between two addresses mentioned in the application.
3. This circuit will not be interconnected to any of the Leased Line/ PW/ Data Circuit/ Network/ EPABX/ EPAX/ Dealer Board of MTNL/ DoT/ Private at both ends.
4. I/We do hereby agree to indemnify the Govt. of India/ DoT/ MTNL 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 due to misuse of the circuit or otherwise whatsoever in the matter
5. I/We further indemnify that I/We shall abide by Indian Telegraph Act amended from time to time and rules made thereon, in general and section 20-A and section 25-C in particular.

Dated at:

Signature with Name & Designation, Address where leased line is applied for, MTNL Tel.& Mobile No. and Rubber Stamp of company	Authorised Signatory National Stock Exchange of India Ltd., Exchange Plaza, Bandra – Kurla Complex, Bandra (E), Mumbai – 51 Tel. No.: 26598100
(“B” End User)	(“A” End User)

Extract of Indian Telegraph Act

1. Section 20-A Breach of condition of license – If the holder of a license granted under Section 4 contravenes any condition in his license; he shall be punished with fine, which may extended to five hundred rupees for every week during which the breach of the condition continues.
2. Section 25: Intentionally damaging or tampering with telegraphs – If any person intending to commit mischief, damages, removes, tampers with or touches any battery, machinery, telegraph lines, post or other thing whatever, being part of or used in or about any telegraph or in the working thereof, he shall be punished with imprisonment for a term which may extend to three year, or with fine, or with both.

ANNEXURE B
Application for surrender of VSAT connection
(on the letter head of the trading member)

Date: _____

To
Membership Department,
National Stock Exchange of India Limited,
Exchange Plaza,
Bandra-Kurla Complex,
Bandra (East), Mumbai – 400 051

Dear Sir/Madam,

Sub: Application for surrender of VSAT connection

I/We hereby apply for surrender of the VSAT connection availed by me/us as per details given below:

VSAT	Location (<i>please enter the full address and telephone numbers</i>)	User ids allotted under the VSAT		
		CM Segment	F&O segment	WDM segment
		1)	1)	1)
		2)	2)	2)
		3)	3)	3)
		4)	4)	4)
	Tel:	5)	5)	5)

I/ We request you to disable the above mentioned user ids and disconnect us from the VSAT network of the Exchange. I/We confirm that there are no outstanding orders (including GTC/GTD orders) on the above mentioned user ids.

I/We request you to collect the VSAT equipment from above mentioned location.

The early surrender charges, if applicable, may be adjustment from the available interest free security deposit of VSAT and the shortfall, if any, may be debited/ adjusted from the amounts payable to me/ us.

Yours faithfully,

Authorised Signatory

ANNEXURE B

Application for surrender of Leased line connection
(on the letter head of the trading member)

Date: _____

To
Membership Department,
National Stock Exchange of India Limited,
Exchange Plaza,
Bandra-Kurla Complex,
Bandra (East), Mumbai – 400 051

Dear Sir/Madam,

Sub: Application for surrender of Leased line connection

I/We hereby apply for surrender of the leased line connection availed by me/us as per details given below:

Leased line Id / Circuit No.	Location <i>(please enter the full address and telephone numbers)</i>	User ids allotted under the leased line		
		CM Segment	F&O segment	WDM segment
		1)	1)	1)
		2)	2)	2)
		3)	3)	3)
		4)	4)	4)
	Tel:	5)	5)	5)

I/We request you to disable the above mentioned user ids. I/We confirm that there are no outstanding orders (including GTC/GTD orders) on the above mentioned user ids.

Yours faithfully,

Authorised Signatory