**Application form**

|  |  |
| --- | --- |
| **APPLICATION TYPE** | **Tick √** |
| New Order\* |   |
| Shifting |   |
| Surrender |   |

**Annexure- 1:**

**On company’s letterhead**

Date:

To

The Membership Department

Metropolitan Stock Exchange of India Limited.

4th Floor, Vibgyor towers, plot no.C-62.

Opp. Trident Hotel Bandra Kurla Complex,

Bandra East Mumbai – 400098

Dear Sir,

Sub: **Application for Connectivity under MPLS**

We would like to apply for MPLS leases line connectivity as per details given below.

**Contact details:**

|  |  |
| --- | --- |
| Name of Trading Member |  |
| Member ID |  |
| Type of Office |  |
| Installation Address |  |
| City |  |
| Pin Code |  |
| Contact person name |  |
| Contact Number (Landline) |  |
| Contact Number (Cell Phone) |  |
| Fax number |  |
| E-mail ID |  |

**Scenario details:**

|  |  |  |
| --- | --- | --- |
| 1 | Connectivity Scenario | S1 or S3 |
| 2 | Bandwidth  | 2 Mbps |
| 3 | First Service Provider |  |
| 4 | service provider for back-up |  |

*\*\*\* In case of shifting please mention new address.*

# *\*\*\*\* Mandatory for shifting / upgrade / downgrade/ surrender application.* Annexure-II

**(On Non-judiciary stamp paper of Rs. 300/-)**

**UNDERTAKING-CUM-INDEMNITY**

This undertaking-cum-Indemnity is executed on this \_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_, at \_\_\_\_\_\_\_\_\_\_\_ (place),

I / We \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, (having Membership ID No………….) an Indian inhabitant / sole proprietorship firm / partnership firm registered under Indian Partnership Act, 1932 / a limited liability partnership registered under Limited Liability Partnership Act, 2008 / a banking company incorporated under its own Act / a company incorporated under the Indian Companies Act, 1956, and having its office / registered office at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter referred to as the 'Undersigned' which expression shall unless repugnant to the context successors, executors, administrators and permitted assigns) give this UNDERTAKING-CUM-INDEMNITY.

**IN FAVOUR of**

Metropolitan Stock Exchange of India duly recognized by the Securities and Exchange Board of India under the provisions of the Securities Contracts (Regulation) Act, 1956 and having its registered office at 4th Floor, Vibgyor towers, plot no.C-62. Opp. Trident Hotel Bandra Kurla Complex,Bandra East Mumbai – 400098

WHEREAS,

1. The Undersigned is a member of the Exchange and has made an application dated …………. to the Exchange for connecting to the Exchange through MPLS leased line(s).
2. The Undersigned furnish this UNDERTAKING –CUM- INDEMNITY in the manner and on the terms herein below:

**NOW THEREFORE** the Undersigned hereby undertakes to agree that:-

I/We agree that the MPLS Leased line connectivity will be used solely for the purpose of trading on MSE platform only.

I/We agree that connectivity to the Exchange will not be interconnected to any of the Leased Line/ Data Circuit/ Network/ PSTN/EPABX etc. of any other service providers which are not permitted by the terms and conditions of Government of India /Dept. of Telecommunications (DOT) Authority. I/We further agree to extend facility authorizing the Government of India / DOT enabling it to monitor and inspect my/our leased line(s) in relation to its performance and operation, as and when required.

I/we hereby agree to abide by the provisions of the Indian Telegraph Act / Rules / DOT Rules and other applicable laws in force and as may be modified / amended from time to time and such other terms and conditions prescribed by the concerned / appropriate Authorities.

I/We agree that necessary charges for registration/installation/Advance annual rental/Arrears, if any, will be paid to the billing authority of service provider, as and when we receive demand note/advice from the service provider and when such charges become due.

I/We agree that I/We shall pay the surrender charges and other expense as prescribed under relevant circulars issued by MSE in this respect, from time to time, in the event of surrender of my /our MPLS leased line(s).

I/We undertake to indemnify the MSE / Govt. of India/ DOT/ Service Provider and keep them indemnified against any loss, damage, claim, cost, charges, expenditure incurred by or made against them and in case of violation of norms of Closed User Group (CUG) as prescribed by Govt. of India/ DOT.

I/We undertake to ensure that access shall be given only to the individual(s) authorized persons and also a method shall be established to ensure that non authorized persons cannot access the system. I/we shall be solely responsible and liable for any such misuse of access by unauthorized person(s).

I/ we undertake to authorize MSE to inspect and test IT Infrastructure related to trading system at my/our site without any prior notice.

I / We shall render all possible assistance and co-operation to MSE by providing access to any kind of information in any form as it may require and I/we hereby undertake to produce such documents, records, accounts, books, data howsoever stored including data stored in magnetic tapes, floppy diskettes, etc. and any other information as may be required by MSE at its discretion.

I / We agree and undertake that MSE shall not be liable for any direct or indirect loss, damage, costs, claims and expenses whatsoever caused or contributed by any event of force majeure. For the purposes of this Clause, "Force Majeure" means and includes wars, insurrections, revolution, fires, floods, epidemic, quarantine restrictions, declared general strikes in relevant industries, act of God, act of the Government of India and any concerned State Government and such other acts or events beyond MSE's control and further the above is without prejudice to the rights already accrued to MSE due to my/our failure to perform either in full or in part, my/our obligations prior to the occurrence of events of Force Majeure.

I / We shall not hold MSE responsible or liable for any loss, damage, etc., suffered due to any delay, disturbance or non-availability of connectivity or due to any reason because of Service Provider or otherwise, at any time including the reasons stated in Force Majeure clause hereinabove.

I / We shall indemnify and keep indemnified MSE harmless against every and all claims, demands, damages, liabilities, losses and expenses, etc., suffered by it directly by reason of my / our non-compliance, contravention with any of the provisions of this Undertaking or any penalty imposed by Service Provider or DOT / Regulatory or statutory Authorities, due to my/ our non-compliances or violation of any provisions of the applicable Act(s) or Rules and Regulations in force.

I / We agree that no forbearance, delay or indulgence by MSE in enforcing the provisions of this Undertaking shall prejudice or restrict the rights of MSE nor shall any waiver of its rights operate as a waiver of any subsequent breach and no rights, powers, remedies herein conferred upon or reserved for MSE is exclusive of any other right, power or remedy available to MSE and each right, power or remedy shall be cumulative.

I/ We hereby undertake and agree that this Undertaking cum Indemnity shall be valid and effective for any leased line(s) obtained by the undersigned for connecting to MSE, from time to time. Further, this Undertaking-cum-Indemnity does not lapse till such time I /we, the Exchange discharges the undersigned.

That I / we shall execute, sign and subscribe to such other documents, papers, agreement, covenants, bonds, and/or undertakings as may be prescribed or required by MSE from time to time.

I/We also agree that in the event of my/our non-compliance with any of the provisions as mentioned above, MSE shall take such action(s) against us as it may deem fit in this regard.

IN WITNESS WHEREOF this Undertaking-cum-Indemnity is executed by the undersigned on the day, month, year and the place mentioned above.

|  |  |
| --- | --- |
| Name, address & signature Witness 1……………………………………….Witness 2……………………………………… | Stamp & Signature of the Authorized Signatory of Member…………………………………..………………………………….. |

# Annexure–III

Format for **Trading Member** (Authorization letter from PCM/ITCM/TCM in favor of the Exchange to debit Annual Recurring Charges)

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

Date:

To

The Membership Department

Metropolitan Stock Exchange of India Limited.

4th Floor, Vibgyor towers, plot no.C-62.

Opp. Trident Hotel Bandra Kurla Complex,

Bandra East Mumbai – 400098

Dear Sir,

Sub: MPLS leased circuit annual recurring charges debit facility for our Trading member,

 \_\_\_\_\_\_\_\_\_\_\_\_\_ (Name of the Trading Member) having Member ID \_\_\_\_\_\_\_\_\_\_.

This has reference to Exchange circular no. MSE/IT/5273/2017 dated June 23, 2017.

I / we authorize Exchange to debit our settlement account no. \_\_\_\_\_\_\_\_\_\_\_ in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Name of the bank) for INR 50,000( plus Taxes as applicable) towards the annual recurring charges of MPLS leased circuit.

For\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Name of TCM / PCM)

Authorized Signatory

Name -

Member ID -

Rubber Stamp:

Place:

# Annexure-IV

**On company’s letterhead**

To,

The Membership Department

Metropolitan Stock Exchange of India Limited.

4th Floor, Vibgyor towers, plot no.C-62.

Opp. Trident Hotel Bandra Kurla Complex,

Bandra East Mumbai – 400098

Dear Sir,

**Sub: Request for shifting of MPLS leased circuit feasibility check**

This has reference to the MPLS leased circuit which is installed in our premises for MSE trading. We request you to shift our MPLS leased circuit to the below mentioned new address. The details of the old and the new address and the circuit’s details are mentioned below.

|  |  |
| --- | --- |
| Name of Trading Member |  |
| Member ID |  |
| Current Address |  |
| New Address |  |
| Circuit ID |  |
| IP Address |  |
| Contact person name |  |
| Contact Number (Landline) |  |
| Contact Number (Cell Phone) |  |
| Fax number |  |
| e-mail ID |  |

After completion of the feasibility check you are requested to intimate the same on our email-id -\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

Thanking you.

Yours faithfully

**For Name of the Member**

**Member ID:**

# Annexure-V

**On company’s letterhead**

Date:

To

The Membership Department

Metropolitan Stock Exchange of India Limited.

4th Floor, Vibgyor towers, plot no.C-62.

Opp. Trident Hotel Bandra Kurla Complex,

Bandra East Mumbai – 400098

Dear Sir,

**Sub: Application for shifting of Tata Communications Limited / Airtel MPLS leased circuit.**

This has reference to the MPLS leased circuit which is installed in our premises for MSE trading. We request you to shift our MPLS leased circuit to the below mentioned new address. The details of the old and the new address and the circuit’s details are mentioned below.

|  |  |
| --- | --- |
| Name of Trading Member |  |
| Member ID |  |
| **Current Address** |  |
| City |  |
| Pin Code |  |
| **New Address** |  |
| City |  |
| Pin code |  |
| Circuit ID |  |
| IP Address |  |
| Contact person name |  |
| Contact Number (Landline) |  |
| Contact Number (Cell Phone) |  |
| Fax number |  |
| e-mail ID |  |
| Feasibility of the location checked with the Exchange |  YES / NO |

I/We also agree that it shall be my/our responsibility to follow up with Exchange / Service Provider till the completion of all shifting formalities.

For any further communication in this regard, please contact to the contact person.

Thanking you.

Yours faithfully

(Name and signature of the authorized signatory)

Company seal

# Annexure-VI

**On company’s letterhead**

Date:

To

The Membership Department

Metropolitan Stock Exchange of India Limited.

4th Floor, Vibgyor towers, plot no.C-62.

Opp. Trident Hotel Bandra Kurla Complex,

Bandra East Mumbai – 400098

Sub: **Application for surrender of TCL / Airtel MPLS leased circuit.**

This has reference to the MPLS leased circuit which is installed in our premises for MSE trading. We want to surrender this MPLS leased circuit. The details of the same are mentioned below.

|  |  |
| --- | --- |
| Name of Trading Member |  |
| Member ID |  |
| Current Address |  |
| City |  |
| Pin Code |  |
| Circuit ID |  |
| IP Address |  |
| Contact person name |  |
| Contact Number (Landline) |  |
| Contact Number (Cell Phone) |  |
| Fax number |   |
| e-mail ID |  |

We request you to do the needful and acknowledge.

For any further communication in this regard, please contact Mr/Ms/Mrs.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Name of the contact person) on\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (contact numbers) or e-mail at

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Thanking you.

Yours faithfully

(Name and signature of the authorized signatory)

Company seal