



सत्यमेव जयते

महाराष्ट्र शासन राजपत्र

भाग दोन-संकीर्ण सूचना व जाहिराती

वर्ष १०, अंक १३]

गुरुवार ते बुधवार, मार्च २८-एप्रिल ३, २०२४/चैत्र ८-१४, शके १९४६

[पृष्ठे १२ किंमत : रुपये १५.००

प्राधिकृत प्रकाशन

संकीर्ण सूचना व जाहिराती

महाराष्ट्र राज्य विद्युत पारेषण कंपनी मर्यादित

प्रस्तावित योजनांची अधिसूचना



No. MSETCL/CO/PS/Scheme-I/RE/PN/01720

विद्युत कायदा २००३ च्या कलम १६४ प्रमाणे व महाराष्ट्र शासनाच्या आदेश क्रमांक ०६/प्र.क्र.३१२/ऊर्जा/४, दिनांक २४ ऑगस्ट २००६ (शासकीय राजपत्र पान क्रमांक २८०) नुसार, महाराष्ट्र राज्य विद्युत पारेषण कंपनीस प्रदान केलेल्या अधिकारानुसार, खाली नमूद केल्याप्रमाणे अति उच्च दाब पारेषण योजनेचे काम महापारेषण कंपनीच्या देखरेखीखाली करण्याचे प्रस्तावित करीत आहे. जनतेच्या माहितीकरिता ही अधिसूचना देण्यात येत आहे.

२. खालील योजना नूतनशील ऊर्जेचे निष्कासन करण्यासाठी आहे:—

सोलापूर जिल्ह्यातील डोंबरजवळगे, ता. अक्कलकोट येथे मे. श्री सनशुअर सोलर पार्क एमएच वन प्रा. लि. यांच्या १०० मे.वॅ. सौर ऊर्जा प्रकल्पातील विजेचे निष्कासन करणेबाबत. (i) २२०/१३२ के.व्ही. दक्षिण सोलापूर (कुंभारी) उपकेंद्र ते १३२ के.व्ही. सोलर पार्क उपकेंद्रापर्यंत १३२ के. व्ही. एकेरी परिपथ वाहिनी दुहेरी मनोऱ्यावर (ACCC HTLS वाहकासह) ओ. पी. जी. डब्ल्यू. सह उभारणे. -८ कि.मी. सदर वाहिनीचा मार्ग शिर्पनहळळी, दर्गनहळळी, कर्देहळळी, कुंभारी, ता. दक्षिण सोलापूर, जि. सोलापूर येथील महसुली गावाच्या परिक्षेत्रातून प्रस्तावित आहे. (ii) २२०/१३२ के. व्ही. दक्षिण सोलापूर (कुंभारी) उपकेंद्रामध्ये १३२ के. व्ही. वाहिनी बे उभारणे-१ नं. (iii) १३२ के. व्ही. सोलर पार्क उपकेंद्रामध्ये वाहिनी बे उभारणे—नं. (iv) पी. एल. सी. सी. व फोटे उपकरणे. (v) २२०/१३२ के. व्ही. दक्षिण सोलापूर (कुंभारी) उपकेंद्रामध्ये अस्तित्वात असलेल्या स्काडा प्रणालीमध्ये बे इंटीग्रेट करणे. (vi) ए. बी. टी. मीटर व इतर संलग्न उपकरणे उभारणे. (vii) २२०/१३२ के. व्ही. दक्षिण सोलापूर (कुंभारी) उपकेंद्रामध्ये मीटरिंग सीटी व पीटी (मेन व चेक) उभारणे. (viii) स्थापत्य कामे : गॅट्री पायाभरणीचे बांधकाम आणि उपकरणाची पायाभरणी, मीटरिंग रूम. या योजनेचा अंदाजे खर्च रु. १२३९.०८ लाख इतका आहे.

३. परवानेधारक अगर हितसंबंध असलेल्या व्यक्तीने हवे असल्यास, ही सूचना प्रसिद्ध केलेल्या तारखेपासून दोन महिन्यांच्या आत महाराष्ट्र राज्य विद्युत पारेषण कंपनी मर्यादितच्या विचाराकरिता पारेषण कंपनीस प्रतिवेदने पाठवावीत, अशी त्यांना अधिसूचना देण्यात येत आहे. याबाबतची अधिक माहिती मुख्य अभियंता (प्रकल्प योजना), महाराष्ट्र राज्य विद्युत पारेषण कंपनी मर्यादित, ३ रा मजला, प्रकाशगंगा, प्लॉट नं. सी-१९, बांद्रा-कुर्ला संकुल, बांद्रा (पूर्व), मुंबई ४०० ०५१ यांचेशी वेळीच संपर्क साधून मिळू शकते.

मुंबई,

दिनांक : ६ मार्च २०२४,

(सही)/-

संचालक (प्रकल्प) (प्रभारी),

महापारेषण, मुंबई.

(१)

विशेष वसुली अधिकारी व विक्री अधिकारी

पिपल्स को-ऑपरेटिव्ह बँक मर्या., देऊळगांवराजा, बुलडाणा

नमुना न. १८

स्थावर मालमत्तेसंबंधी जप्ती आदेश

महाराष्ट्र सहकारी संस्था नियम, १९६१ नियम १०७(१०)

जावक क्रमांक वि.व.अ./कव/२७०/२०२४

ज्याअर्थी, अध्यक्ष पिपल्स को-ऑपरेटिव्ह बँक मर्या., देऊळगांवराजा, जि. बुलडाणा यांनी महाराष्ट्र सहकारी अधिनियम, १९६० कलम १५६ अन्वये वसुली प्रमाणपत्र क्र. २०५२ दिनांक २९ डिसेंबर २०२३ चे आधारावर श्री. दत्तात्रय भिमराव खांडेभराड, रा. सावखेड भोई तहसील देऊळगांवराजा जि. बुलडाणा यांचेकडील थकबाकी रु. ४१०९५५, दिनांक १ मार्च २०२३ पासून भरणा तारखेपर्यंत तसेच सरचार्ज नो. फी वसुली खर्च करण्याबाबत व त्याची अंमलबजावणी त्यांची खालील मालमत्ता जप्त करून विक्री करण्याबाबत अर्ज केलेले आहे.

त्याअर्थी, मी, **वि. र. पांगारकर** विशेष वसुली-विक्री अधिकारी, पिपल्स को-ऑपरेटिव्ह बँक मर्या., देऊळगांवराजा महाराष्ट्र सहकारी नियम, १९६१ नियम १०७ (१०) अन्वये **मा. जिल्हा उप निबंधक साहेब सहकारी संस्था, बुलडाणा अधिकार प्रदान आदेश क्र. २०९७/२०२२, दिनांक ३० मार्च २०२२ अन्वये कलम १५६ म. राज्य सह. कायदा, १९६०** खाली दर्शविलेली मालमत्ता जप्त केलेली आहे. आणि या आदेशानंतर सदर मालमत्तेचे कोणतेही खाजगी हस्तांतरण करण्यात आले असेल किंवा तिच्यावर कोणताही भार ठेवण्यात किंवा निर्माण करण्यात आला असेल तर त्या सर्व बाबी पिपल्स को-ऑपरेटिव्ह बँक मर्या., देऊळगांवराजा चे बाबतीत रद्द होतील व निरर्थक ठरतील.

मालमत्तेचे वर्णन

प्रमाणपत्र क्रमांक तारीख (१)	थकबाकीदाराचे नाव व गाव (२)	घर नंबर किंवा शेताचा भूमापन क्रमांक व वर्णन (३)	चतुःसीमा (४)	शेरा मालमत्तेवरील बोजा (५)
जा.क्र. सनिदे/ कलम-१०१/आदेश/ २०५२/२०२३/ दिनांक २९/१२/२०२३.	श्री. दत्तात्रय भिमराव खांडेभराड, रा. सावखेड भोई, ता. देऊळगांवराजा, जि. बुलडाणा.	मौजे सावखेड भोई, ता. देऊळगांवराजा शेती गट नं. १३९.० हे. ४१ आर पैकी ० हे. ३६ आर शेतजमीन.	पूर्वेस : नाला पश्चिमेस : सावखेड भोई तलाव. उत्तरेस : आसाराम रामभाऊ खांडेभराड. दक्षिणेस : छबु कुंडलीक खांडेभराड.	पिपल्स को-ऑपरे- टिव्ह बँक मर्या., देऊळगांवराजाचे थकीत कर्जापोटी जप्त.

१) वरील पूर्ण रकमेची व्याजासहीत व इतर खर्चासहीत या आदेशाचे तारखेपासून ३० दिवसाचे आत वसूल परतफेड न केल्यास वरील जप्त केलेली मालमत्ता जाहीर दवंडी देऊन व प्रसिद्धी होऊन विकण्यात येईल. आज रोजी येणे बाकी रु. ४१५३३७.०० मात्र.

देऊळगांवराजा,
दिनांक १५ मार्च २०२४.

वि. र. पांगारकर,
विशेष वसुली अधिकारी व विक्री अधिकारी,
पिपल्स को-ऑपरेटिव्ह बँक मर्या., देऊळगांवराजा,
र.नं. १०२, जि. बुलडाणा (महाराष्ट्र).

विशेष वसुली अधिकारी व विक्री अधिकारी

पिपल्स को-ऑपरेटिव्ह बँक मर्या., देऊळगांवराजा, बुलडाणा

नमुना न. १८

स्थावर मालमत्तेसंबंधी जप्ती आदेश

महाराष्ट्र सहकारी संस्था नियम, १९६१ नियम १०७(१०)

जावक क्रमांक वि.व.अ./कव/२७१/२०२४

ज्याअर्थी, अध्यक्ष पिपल्स को-ऑपरेटिव्ह बँक मर्या., देऊळगांवराजा, जि. बुलडाणा यांनी महाराष्ट्र सहकारी अधिनियम, १९६० कलम १५६ अन्वये वसुली प्रमाणपत्र क्र. २०४४ दिनांक २९/१२/२०२३ चे आधारावर **जय मातादी अर्थमुव्हर्स प्रो. प्रा. रूखमण संतोष पाटोळे, रा. भिवगांव** तहसील **देऊळगांवराजा, जि. बुलडाणा** यांचेकडील थकबाकी रु. ५०४९९५, दिनांक १ मार्च २०२३ पासून भरणा तारखेपर्यंत तसेच सरचार्ज नो. फी वसुली खर्च करण्याबाबत व त्याची अंमलबजावणी त्यांची खालील मालमत्ता जप्त करून विक्री करण्याबाबत अर्ज केलेले आहे.

त्याअर्थी, मी, वि. र. पांगारकर विशेष वसुली-विक्री अधिकारी, पिपल्स को-ऑपरेटिव्ह बँक मर्या., देऊळगांवराजा महाराष्ट्र सहकारी नियम, १९६१ नियम १०७ (१०) अन्वये **मा. जिल्हा उप निबंधक साहेब सहकारी संस्था, बुलडाणा अधिकार प्रदान आदेश क्र. २०९७/२०२२, दिनांक ३० मार्च २०२२** अन्वये कलम १५६ म. राज्य सह. कायदा, १९६० खाली दर्शविलेली मालमत्ता जप्त केलेली आहे. आणि या आदेशानंतर सदर मालमत्तेचे कोणतेही खाजगी हस्तांतरण करण्यात आले असेल किंवा तिच्यावर कोणताही भार ठेवण्यात किंवा निर्माण करण्यात आला असेल तर त्या सर्व बाबी पिपल्स को-ऑपरेटिव्ह बँक मर्या., देऊळगांवराजा चे बाबतीत रद्द होतील व निरर्थक ठरतील.

मालमत्तेचे वर्णन

प्रमाणपत्र क्रमांक तारीख (१)	थकबाकीदाराचे नाव व गाव (२)	घर नंबर किंवा शेताचा भूमापन क्रमांक व वर्णन (३)	चतुःसीमा (४)	शेरा मालमत्तेवरील बोजा (५)
जा.क्र. सनिदे/ कलम-१०१/आदेश/ २०४४/२०२३/ दिनांक २९/१२/२०२३.	जय मातादी अर्थमुव्हर्स प्रो. प्रा. रूखमण संतोष पाटोळे, रा. भिवगांव, ता. देऊळगांवराजा, जि. बुलडाणा.	मघर/मालमत्ता क्र. ३२८ एकूण क्षेत्रफळ १५६० चौ. फूट.	पूर्वेस : श्री. नारायण वालेकर पश्चिमेस : श्री. कोशोर कवलिंगे. उत्तरेस : सरकारी रस्ता दक्षिणेस : श्री दगडुबा कवलिंगे.	पिपल्स को-ऑपरे- टिव्ह बँक मर्या., देऊळगांवराजाचे थकीत कर्जापोटी जप्त.

१) वरील पूर्ण रकमेची व्याजासहीत व इतर खर्चासहीत या आदेशाचे तारखेपासून ३० दिवसांचे आत वसूल परतफेड न केल्यास वरील जप्त केलेली मालमत्ता जाहीर दवंडी देऊन व प्रसिद्धी होऊन विकण्यात येईल. आज रोजी येणे बाकी रु. ५७४६८५.०० मात्र.

देऊळगांवराजा,
दिनांक १५ मार्च २०२४.

वि. र. पांगारकर,
विशेष वसुली अधिकारी व विक्री अधिकारी,
पिपल्स को-ऑपरेटिव्ह बँक मर्या., देऊळगांवराजा,
र.नं. १०२, जि. बुलडाणा (महाराष्ट्र).

महाराष्ट्र शासन राजपत्र, भाग दोन-संकीर्ण सूचना व जाहिराती,
गुरुवार ते बुधवार, मार्च २८-एप्रिल ३, २०२४/चैत्र ८-१४, शके १९४६

**IN THE TRIBUNAL OF MOTOR ACCIDENT CLAIM (Auxi. 7)
DIST. BANASKANTHA, AT. PALANPUR, GUJARAT.**

Public Notice

Petitioner Advocate- A. D. ACHARYA

NEXT DATE: 18.03.2024

MACP No.152/2020

Petitioner—

- (1) AKBARALI HASANALI MANESHIYA HEIRS OF LATE SHAKINABEN HUSENALI MANASIYA.
- (2) SHAHSULTANA AKBARALI MANESHIYA
RESI. AT-MANPURA, TA-VADGAM.

Respondent—

- (1) TAPSYA CAPITAL P. LTD

ADDRESS—AT-202, KUNDAN APTS, VINAYAK NAGAR ROAD, BHAYANDER WEST,
DIST-THANE (MAHARASHTRA).

You Opponent No.1 are hereby informed by this public notice that

The afore-said petitioner has filed the above said petition againsts you and other opponents in this Tribunal to Obtain Rs.1,37,834/- (Rs. One Lac Thirty Seven Thousand Eight Hundred Thirty Four Rupees Only) as Compensation under sec-163-A of Motor Vehicle Act, 1988.

You are therefore, informed by this notice that inspite of notices issued against you Opponent No.1 it is not served upon you. Therefore you are hereby directed to remain present before this Tribunal in person on the 18th day of March 2024 at 10-30 A.M. to give reply of the said petition filing which the said petition shall be heard and decided in your absence.

Give under my hand and seal of the Tribunal today dated 26th February 2024.

Drawn by,

J. K. PATEL,
Assistant.

Checked by,

V. K. CHAUDHARY,
Assistant.

By order,

G. T. THAKKAR,
BENCH CLERK
GRADE-1,
M.A.C.T.(Auxi.7),
Palanpur.

**IN THE TRIBUNAL OF MOTOR ACCIDENT CLAIM (Auxi. 7)
DIST. BANASKANTHA, AT. PALANPUR, GUJARAT.**

Public Notice

Petitioner Advocate- A. D. ACHARYA

NEXT DATE: 18.03.2024

MACP No.153/2020

Petitioner—

- (1) AKBARALI HASANALI MANESHIYA HEIRS OF LATE SHAKINABEN HUSENALI MANASIYA.
- (2) SHAHSULTANA AKBARALI MANESHIYA
RESI. AT-MANPURA, TA-VADGAM.

Respondent—

- (1) TAPSYA CAPITAL P. LTD

ADDRESS—AT-202, KUNDAN APTS, VINAYAK NAGAR ROAD, BHAYANDER WEST,
DIST—THANE (MAHARASHTRA).

You Opponent No.1 are hereby informed by this public notice that

The afore-said petitioner has filed the above said petition againsts you and other opponents in this Tribunal to Obtain Rs.1,37,834/- (Rs. One Lac Thirty Seven Thousand Eight Hundred Thirty Four Rupees Only) as Compensation under sec-163-A of Motor Vehicle Act, 1988.

You are therefore, informed by this notice that inspite of notices issued against you Opponent No.1 it is not served upon you. Therefore you are hereby directed to remain present before this Tribunal in person on the 18th day of March 2024 at 10-30 A.M. to give reply of the said petition filing which the said petition shall be heard and decided in your absence.

Give under my hand and seal of the Tribunal today dated 26th February 2024.

Drawn by,

J. K. PATEL,
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V. K. CHAUDHARY,
Assistant.

By order,

G. T. THAKKAR,
BENCH CLERK
GRADE-1,
M.A.C.T.(Auxi.7),
Palanpur.

महाराष्ट्र शासन राजपत्र, भाग दोन-संकीर्ण सूचना व जाहिराती,
गुरुवार ते बुधवार, मार्च २८-एप्रिल ३, २०२४/चैत्र ८-१४, शके १९४६

**IN THE TRIBUNAL OF MOTOR ACCIDENT CLAIM (Auxi. 7)
DIST. BANASKANTHA, AT. PALANPUR, GUJARAT.**

Public Notice

Petitioner Advocate- A. D. ACHARYA

NEXT DATE: 18.03.2024

MACP No.154/2020

Petitioner—

- (1) NIZARALI MOHMMAD KADIVAL HEIRS OF LATE ROZINABEN NIZAR MAHEMMAD KADIVAL.
- (2) NAHIM NIZAR KADIVAL
RESI. AT-MANPURA, TA-VADGAM.

Respondent—

- (1) TAPSYA CAPITAL P. LTD

ADDRESS—AT-202, KUNDAN APTS, VINAYAK NAGAR ROAD, BHAYANDER WEST,
DIST-THANE (MAHARASHTRA).

You Opponent No.1 are hereby informed by this public notice that

The afore-said petitioner has filed the above said petition againsts you and other opponents in this Tribunal to Obtain Rs.4,09,500/- (Rs. Four Lac Nine Thousand Five Hundred Rupees Only) as Compensation under sec-163-A of Motor Vehicle Act, 1988.

You are therefore, informed by this notice that inspite of notices issued against you Opponent No.1 it is not served upon you. Therefore you are hereby directed to remain present before this Tribunal in person on the 18th day of March 2024 at 10-30 A.M. to give reply of the said petition filing which the said petition shall be heard and decided in your absence.

Give under my hand and seal of the Tribunal today dated 26th February 2024.

Drawn by,

J. K. PATEL,
Assistant.

Checked by,

V. K. CHAUDHARY,
Assistant.

By order,

G. T. THAKKAR,
BENCH CLERK
GRADE-1,
M.A.C.T.(Auxi.7),
Palanpur.

Serial No.M-2342

NATIONAL COMMODITY CLEARING LIMITED

Akruti Corporate Park, 1st Floor,
Near G.E.Garden, L.B.S. Marg,
Kanjurmarg (West), Mumbai 400 078.
CIN: U74992MH2006PLC163550

Subject to SEBI's approval, it is proposed to make the following amendments in the Bye Laws of National Commodity Clearing Limited (NCCL). The proposed amendments are published as per Rule 18 of Securities Contracts (Regulation) Rules, 1957 for information/public comments/criticism. Any person having any comments/ observations on the proposed amendments to the Bye Laws of NCCL may send the same to NCCL at compliance@nccl.co.in within fifteen days from the date of this publication. The observation received after the said fifteenth day will not be considered. The draft will be taken in to consideration immediately after expiry of fifteen days, subject to SEBI's approval.

PROPOSED AMENDMENT TO THE BYE LAWS OF THE NATIONAL COMMODITY CLEARING LIMITED

1. Short title and commencement

- (1) This amendment shall be called NCCL Bye Laws (Amendment), 2022.
- (2) It shall come into force with effect from the date of notification in Gazette of India.

2. In the existing sub clause 6.4.1 under Bye Law 6.4, following amendments are notified:

- (a) New words, "including but not limited; (a)" inserted after the words "as may be required from time to time" and before the words "to remove any difficulties or ambiguity in" which shall form sub-clause (a).
- (b) New sub-clause "(b) to provide any clarifications/directions including withdrawal relaxation of any directive/Notice and/or Circulars in part or otherwise, as may it may deem necessary" inserted after the words "Bye-Laws of the Clearing Corporation and Regulations framed thereunder" and before the words "which shall have the same effect as these Bye-Laws and the Regulations."

3. In the existing sub clause 8.21.3 under Bye Law 8.21, following amendments are notified:

- (a) New words at clause 8.21.3 "at its discretion without notice to the member and subject to market conditions" inserted after the words "the Clearing Corporation may" and before the words "close out deals, inter alia".
- (b) New sub clause 8.21.3(d) shall be inserted after existing sub clause 8.21.3(c) in Bye Law 8.21.3 as under: "(d) member/any constituent of a Member failing to comply with any provisions of the Rules, Bye laws, and Regulations of the Exchange/Clearing Corporation."

"The Exchange or the Clearing Corporation shall not be liable in any manner for any consequences arising out of such close out or otherwise or related actions".

4. In the existing sub clause 8.32.1 under Bye Law 8.32, following amendments are notified:

- (a) New words "but does not limit to" inserted after the words "Such events or causes" and before the words "war, riots, acts of God, civil disturbances."
- (b) New words "epidemic, pandemic" inserted after the words "embargoes, fires, labour disputes," and before the words "natural calamities like floods."

- (c) New words “emergent measures, directions or initiatives by any government or regulatory authority,” inserted after the words “financial institution, depository or custodian,” and before the words “market emergency, closure of any market”.
5. New sub clause 9.4.3 inserted after the existing sub clause 9.4.2 in Bye Law 9.4 as under:
“9.4.3 All the Margins including Collaterals provided by the member to the Clearing Corporation shall be free of and shall remain free of, any encumbrances whatsoever. The Clearing Corporation shall not have any obligation or responsibility to preserve, protect, collect or realize collaterals or its value other than that applicable to an ordinary and prudent person and under no circumstances shall the Clearing Corporation be liable for any loss or diminution in value or depreciation in or in connection with the Collaterals tendered or deposited by the Member and maintained as above.”
6. The existing sub clause 9.9.2 under Bye Law 9.9 stands deleted and is made part of new sub clause 9.4.2.
7. In the existing sub clause 10.7.1 under Bye Law 10.7, following amendments are notified:
(a) New words “or in case of withdrawal / transfer / integration or any other such scenario requiring or entailing transfer of position of their clients” inserted after the words “suspended or defaulter Member” and before the words “or and on such terms and conditions.”
8. New sub clause 11.1.2A inserted after existing sub-clause 11.1.2 as under:
“All claims, difference or disputes pertaining to additional facilities, incidental or ancillary in nature, including but not limited to Electronic Negotiable Warehouse Receipt (“ENWR”) may be referred to arbitration in accordance with Clause 11.1.1 above.”
For the purpose of the above clause ENWR shall have same meaning as assigned to it under Regulation 3 (d) of Warehousing Development and Regulatory Authority (Electronic Negotiable Warehouse Receipts) Regulations, 2017.
9. New words “AND LIKELIHOOD OF DEFAULT” inserted after the existing words “12 DEFAULT” appearing in the title of the existing Bye Law 12.
10. In the existing sub clause 12.11.1 under Bye Law 12.11, following amendments are notified:
(a) The existing word “shall” appearing after the words “The Clearing Corporation” and before the words “publish a notice inviting” shall be substituted by the word “may”.
(b) The existing words “by the Relevant Authority” stands deleted and new words inserted as “Such notice may be issued by the Exchange jointly on behalf of the Clearing Corporation as may be agreed with the Clearing Corporation.”
11. In the existing sub clause 12.11.2 under Bye Law 12.11, following amendments are notified:
(a) The existing word “shall” appearing after the words “The Clearing Corporation” and before the words “publish the notice in all the editions...” shall be substituted by the word “may”.
12. In the existing sub clause 12.11.3 under Bye Law 12.11, following amendments are notified:
(a) The existing word “shall” appearing after the words “The notice calling for claims” and before the words “contain the maximum compensation” shall be substituted by the word “may”.
13. New Bye Law 12.12A inserted after existing Bye Law 12.12 as under :
“12.12A. Charge on defaulter's assets :

12.12A.1: For the purpose of satisfying the liabilities/obligations of a defaulter under the Rules, Bye Laws and Regulations, the Clearing Corporation shall have a first charge on all unencumbered assets and pari passu charge on other assets, including receivables and properties of the defaulter member, wherever situated and of whatsoever nature, as security for the repayment of such money /obligation and the payment of interest thereon.

12.12A.2: Upon payment of any money out of the Settlement Guarantee Fund (hereinafter to be referred as "Fund" for the purpose of this clause), the concerned defaulter member shall forthwith repay the money to the Fund along with interest. The Clearing Corporation and the Concerned Exchange, for the benefit of the Fund, shall have a priority of charge/ first charge (subject only to and subservient to the charge in favour of the Settlement Guarantee Fund under these Rules, Bye-laws and Regulations of the Clearing Corporation) on all assets and properties of the defaulter member wherever situated and of whatsoever nature as a security for the repayment of such money and the payment of interest thereon, subject only to any and all charges, mortgages and other encumbrances created thereon by the defaulter member bona fide for valuable consideration prior to the day the member is declared as a defaulter. For the purpose of this clause, the member shall be deemed to have created appropriate charge, including pledge/ mortgage in favour of the Clearing Corporation and/or the Concerned Exchange to that extent.

Notwithstanding anything contained herein, such Charge on Defaulter's Asset, shall be subject to regulatory guidelines as applicable."

14. In the existing sub-clause 12.21.1 under Bye Law 12.21, following amendments are notified:

- i. the existing sub clause (b) stands renumbered as sub clause (c)
- ii. a new sub clause (b) is inserted as under:
“(b) Dues to the concerned Exchange: The payment of such subscriptions, debts, fines, fees, charges and other moneys due to the concerned Exchange of the Clearing Corporation.”
- iii. the existing sub clause (c) stands renumbered as sub clause (f)
- iv. the existing word and symbols “(b)” in newly numbered clause (f) shall be substituted with new words and symbol “(a, b, c, d, e)” after the words “After making payments under clause” and before the words “above, the amounts remaining,”
- v. the existing sub clause (d) stands renumbered as sub clause (e)
- vi. a new sub clause (d) is inserted as
“(d) Dues to the relevant Repository: The payment of dues to the concerned Repository from the defaulting Member.”
- vii. the existing words and symbol “under (c)” in the newly numbered clause (e) shall be substituted with new words “in the order” after the words “After meeting the claims” and before the words “above, the remaining amounts,”
- viii. the words “Surplus: Surplus, if any, shall be paid to the defaulter Member.” appearing in existing sub clause 12.21(d) after the words “pro rata among all such stock exchanges clearing corporations; and” stands modified and repositioned as sub clause (g).

15. New Bye law 12.27 inserted after existing Bye law 12.26 as under:

“12.27. Relevant authority to decide on likelihood of default:

- (a) The Relevant Authority shall, keeping in view the circumstances and/or standard operating procedure, guidelines, directives, circulars of the SEBI issued from time to time, decide that any Member or Trading Member is likely to default in payment repayment of funds or securities to its client/s and/or likely to fail to meet the settlement obligations or any payment obligations to the Corporation or its Member.
 - (b) The decision of the Relevant Authority as stated in 12.27 (a) above shall be final and binding on the Members, Trading Members, their agents and banks.
 - (c) Upon decision as per 12.27 (a) the Relevant Authority shall take such actions as it deems appropriate and/ or such actions as prescribed in any standard operating procedure, guidelines, circulars or directives of the SEBI issued from time to time.”
16. New Bye Law 12.28 inserted after the newly inserted Bye Law 12.27 as under :
- “12.28 Freezing of bank account in case of likelihood of default by the Member :
- 12.28.1 The Clearing Corporation is empowered to issue instructions to the concerned bank/s to freeze the bank account/s maintained by the Member, for all debits/withdrawal by the Member in the event of a likelihood of default by the Member in meeting its obligations to the Clearing Member and/or the Clearing Corporation and/or repayment of funds/ securities to his/its clients.
17. New Bye-law 12.29 inserted after newly inserted Bye Law 12.28, as under :
- “12.29 Rights of Clearing Corporation in the event of default or likelihood of default :
- 12.29.1 In the event of default or a likelihood of default, the Clearing corporation may exercise the following rights among others ;
- (a) to do all such necessary acts and things as are in the opinion of the Relevant Authority necessary to reduce, increase, remove or determine the exposure of the Clearing Corporation arising out of an Open Positions of a Member or otherwise, arising from or as result of a default, or likelihood of default.
 - (b) to take such measures, including but not limited to, Closing-out of positions, effect alternative delivery process in the event of Declaration of Default or during the process of declaration of default or in the event of likelihood of default, to ensure financial safety and integrity of the Clearing and Settlement system. The Non-defaulting Clearing Members shall accept the decision of the Relevant Authority and abide by the directives issued in this regard.
 - (c) to freeze and/or withhold sell, realize, apply and set off any Collateral, deposited by the Defaulter including the member likely to default, by way of Margin, security deposit or otherwise and to apply the proceeds towards the outstanding obligation of the Member in the manner and as per the discretion of the Clearing Corporation.
 - (d) to take such action, as it may deem fit against such Clearing Member including suspension of such Clearing Member or squaring off/close out/shifting of the Open Positions of the Clearing Member and/or his affiliated constituents and their clients.
 - (e) to transfer all or any Open Positions of a Constituent of the Defaulter member or a member who is likely to default, either on its own or at the request of the member, to another Clearing Member together with any Margins which, in the opinion of the Clearing Corporation, are held by it with respect to such Open Positions ;
 - (f) to take such actions and/or initiate appropriate legal proceedings to liquidate the assets (movable and immovable) of the defaulter member including that of debit balance of the clients (to the extent of debit balance), not in possession of Clearing Corporation for recovery of dues in such period and manner as may be prescribed by SEBI from time to time.

- g) The Clearing Corporation shall have no liability, obligation or duty to any Member, their affiliates, any of their clients or any third party, including but not limited to, as a result of any force majeure event which is beyond the reasonable control of the Clearing Corporation.
- 12.29.2 The relevant authority may on its own or on the request of the concerned Exchange instruct the clearing member/s with whom the defaulting trading member is affiliated, (a) to freeze and/ or not release deposits in any form, collateral, margin money, other amounts lying to the credit of and commodities and securities deposited by the defaulter with such clearing member/s; and/ or (b) to call in and realize the security deposits in any form, collateral, margin money, other amounts lying to the credit of and commodities and securities deposited by the defaulter and recover all moneys, commodities, securities and other assets due, payable or deliverable".
18. New word and symbols "(SGF)" inserted after the existing words "13.1 Establishment of Settlement Guarantee Fund" appearing in the title of Bye Law 13.1.
19. In the existing paragraph (d) of sub sub-clause 13.2.5.1 under Bye Law 13.2, following amendments are notified;
- a. The words "Regulation 34 of" appearing after the words, symbol "Clearing Corporation (as per" and before the words, symbol "SECC Regulations)" stands deleted.
 - b. The words "in force" inserted after the words "SECC Regulations" and before the symbol ")"
20. In the existing sub-clause 13.6.2 under Bye Law 13.6, new words "However, such contribution towards replenishment of Core SGF by the members would be restricted to only once during a period of 30 calendar days regardless of the number of defaults during the period or as may be directed by SEBI from time to time. The period of 30 calendar days shall commence from the date of notice of default by Clearing Corporation to market participants." inserted after the words "immediately replenish the Core SGF to the MRC."
21. The existing NOTE under sub sub-clause 13.7.1 (e) under Bye Law 13.7 stands deleted.
22. The existing NOTE under sub sub-clause 13.7.1 (g) under Bye Law 13.7, shall be substituted with the following new NOTE as under :
- " Provided however, subject to any direction, if any, issued by SEBI from time to time in this regard :
- (i) Clearing Corporation shall call for the capped additional contribution only once during a period of 30 calendar days regardless of the number of defaults during the period. The period of 30 calendar days shall commence from the date of notice of default by Clearing Corporation to market participants.
 - (ii) Clearing Corporations shall have relevant regulations or prescribed provisions for non-defaulting members to resign un-conditionally within the abovementioned period of 30 calendar days, subject to member closing out/settling any outstanding positions, paying the capped additional contribution and any outstanding dues to SEBI. No further contribution shall be called from such resigned members.
 - (iii) The maximum capped additional contribution by non-defaulting members shall be lower of 2 times of their primary contribution to Core SGF or 10% of the Core SGF of the segment on the date of default in case of equity/ debt segments.
 - (iv) The maximum capped additional contribution by non-defaulting members shall be lower of 2 times of their primary contribution to Core SGF or 20% of the Core SGF of the segment on the date of default in case of derivatives segment.

- (v) In case of shortfall in recovery of assessed amounts from non-defaulting members, further loss can be allocated to layer 'f' with approval of SEBI."
23. The existing word "NOTE" under sub sub-clause 13.7.1 (h) under Bye Law 13.7 shall be substituted with new word "Explanation"

Mumbai,

Date : 18th March, 2024.

RAJIV RELHAN,

MD & CEO.