

साप्ताहिक/WEEKLY

प्राधिकार से प्रकाशित PUBLISHED BY AUTHORITY

नई दिल्ली, शनिवार, फरवरी 18—फरवरी 24, 2017 (माघ 29, 1938) सं. 7]

NEW DELHI, SATURDAY, FEBRUARY 18—FEBRUARY 24, 2017 (MAGHA 29, 1938) No. 7]

इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह अलग संकलन के रूप में रखा जा सके (Separate paging is given to this Part in order that it may be filed as a separate compilation)

भाग IV **PART IV**

[गैर-सरकारी व्यक्तियों और गैर-सरकारी संस्थाओं के विज्ञापन और सचनाएं] [Advertisements and Notices issued by Private Individuals and Private Bodies]

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BY ORDER

Controller of Publication

I hitherto known as Gunjan Bhardwaj W/o Mithun Sharma, residing at H. NO. 59, Oriental Apartments, Plot No. 50, Sector-9, Rohini, New Delhi-110085, have changed my name and shall hereafter be known as Ginikaa.

It is certified that I have complied with other legal requirements in this connection.

> Gunjan Bhardwaj [Signature (in existing old name)]

CHANGE OF NAME

I hitherto known as SHELLYPREET SINGH KANG Son of GURPREET SINGH KANG, residing at the H.No. 727, B-14, Prem Nagar, W.No. 53, Ludhiana, Punjab, have changed my name and shall hereafter be known as SHELLYPREET SINGH.

It is certified that I have complied with other legal requirements in this connection.

> SHELLYPREET SINGH KANG [Signature (in existing old name)]

I hitherto known as Babu Ramu Shindore S/o Late Shri Ramu Parsappa Shindore, employed as Sorting Assistant in Head Record Office, RMS 'BM' Division Miraj, Dist Sangli (Maharashtra), residing at Parmaj Galli, Holi Katta Miraj, Dist Sangli (Maharashtra), have changed my name and shall hereafter be known as Babu Ramu Shindure.

It is certified that I have complied with other legal requirements in this connection.

> Babu Ramu Shindore [Signature (in existing old name)]

1-470 GI/2016

I Pranav Chomplay S/o V.K. Chomplay, residing at C-5/10-B, Keshav Puram, Delhi-110035, have changed the name of my minor daughter Pranjal Chomplay aged 13 Years and she shall hereafter be known as Pranjal Kamboj.

It is certified that I have complied with other legal requirements in this connection.

Pranav Chomplay [Signature of Guardian]

I, hitherto known as Manoj Kumar S/o Sh. Trilochan, R/o 1564, Type-2, Delhi Administration Flats, Near Gurudwara, Gulabi Bagh, Delhi, have changed my name and shall hereafter be known as Manoj Kumar Joshi.

It is certified that I have complied with other legal requirements in this connection.

Manoj Kumar [Signature (in existing old name)]

I hitherto known as Anupriya D/o Sh. Anil Kumar, residing at C-280, 2nd Floor, Vivek Vihar, Delhi-110095, have changed my name and shall hereafter be known as Anupriya Gogna.

It is certified that I have complied with other legal requirements in this connection.

Anupriya [Signature (in existing old name)]

I hitherto known as Rashu Daughter of Shri Rajiv Jain, employed as Scientist B in ADRDE Agra, DRDO, Ministry of Defence, residing at H.No. 656, Sector-7, Avas Vikas Colony, Bodla, Agra, Uttar Pradesh, Pin-282007, have changed my name and shall hereafter be known as Rashu Jain.

It is certified that I have complied with other legal requirements in this connection.

Rashu [Signature (in existing old name)]

I hitherto known as Satyendra Deswal Son of Dharmvir Deswal, employed as Senior Manager in the Zones Corporate solutions private limited company, residing at D-22, Freedom Fighter Enclave, IGNOU Road, Neb Sarai, New Delhi-110068, have changed my name and shall hereafter be known as Aaron Deswal.

It is certified that I have complied with other legal requirements in this connection.

Satyendra Deswal [Signature (in existing old name)]

I hitherto known as Rohit Kumar S/o Sh. Mahesh Kumar Arora, residing at H.No. T-297, Bal Udhyan Road, Uttam Nagar, New Delhi-110059, have changed my name and shall hereafter be known as Rohit Arora.

It is certified that I have complied with other legal requirements in this connection.

Rohit Kumar [Signature (in existing old name)]

I hitherto known as Dipanshu Dhingra @ Dipanshu S/o Sh. Anil Kumar Dhingra, residing at H.No.-1365, Sec-13, Hisar, Haryana-125001, have changed my name and shall hereafter be known as DIPANSHU DHINGRA.

It is certified that I have complied with other legal requirements in this connection.

Dipanshu Dhingra@ Dipanshu [Signature (in existing old name)]

I, hitherto known as Rajesh Kumar S/o Sh. Chiranji Lal, R/o CB-31/C, Shalimar Bagh, Delhi-110088, have changed my name and shall hereafter be known as Rajesh Kumar Verma.

It is certified that I have complied with other legal requirements in this connection.

Rajesh Kumar [Signature (in existing old name)]

I, hitherto known as Sunita W/o Shri Rajesh Kumar Verma, R/o CB-31/C, Shalimar Bagh, Delhi-110088, have changed my name and shall hereafter be known as Sunita Verma.

It is certified that I have complied with other legal requirements in this connection.

Sunita [Signature (in existing old name)]

I hitherto known as NIRMALA RANI D/o HUKAM CHAND, residing at H. No. 9/168, Barh Mohalla, Old Faridabad, Haryana-121002, have changed my name and shall hereafter be known as NISHA VATS.

It is certified that I have complied with other legal requirements in this connection.

Nirmala Rani [Signature (in existing old name)]

I hitherto known as Anil Kumar Dhingra @ Anil Kumar S/o Sh. Guranditta Mal Dhingra, residing at H.No.-1365, Sec-13, Hisar, Haryana--125001 have changed my name and shall hereafter be known as ANIL KUMAR DHINGRA.

It is certified that I have complied with other legal requirements in this connection.

Anil Kumar Dhingra @ Anil Kumar [Signature (in existing old name)]

I, hitherto known as Manit Meer Malik S/o Sh. Bishan Pal Malik, R/o T-53, Phase-2, Pallav Puram, Meerut, have changed my name and shall hereafter be known as Aayush Kumar.

It is certified that I have complied with other legal requirements in this connection.

Manit Meer Malik [Signature (in existing old name)]

I, hitherto known as D. L. Chidananda Son of Late D. Lakke Gowda, employed as Advocate, residing at 11/431, Third Floor, Gali No.11, Opp Ek Minar Masjid, Lalita Park, Laxmi Nagar, Delhi-110092, have changed the name of my minor daughter MEHVISH aged 15 Years and she shall hereafter be known as MEHVISH ANAND.

It is certified that I have complied with other legal requirements in this connection.

D. L. Chidananda [Signature of Guardian]

I hitherto known as Raj Kumar S/o Babu Lal, residing at N-82/122, Cigrate Wala Bagh, T-Huts, Pumbari Road, Model Town-I, Delhi-110009, have changed my name and shall hereafter be known as Hori Lal.

It is certified that I have complied with other legal requirements in this connection.

Raj Kumar [Signature (in existing old name)]

I, hitherto known as Sunita @ Komal @ Komal Sabrawal Wife of Shri Naresh Sabharwal daughter of Shri Vijay Kumar, R/o 179, Gali Bandook Wali, Ajmeri Gate, Delhi-110006, have changed my name and shall hereafter be known as Komal Sabharwal.

It is certified that I have complied with other legal requirements in this connection.

Sunita @ Komal @ Komal Sabrawal [Signature (in existing old name)]

I hitherto known as Nand Lal Son of Late Sh. Krishan Lal, employed as Chief Manager in Bank of Baroda, residing at E-20, Vardhman Apartment Mayur Vihar Extn. Phase 1, Delhi-110091, have changed my name and shall hereafter be known as Nand Lal Arora

It is certified that I have complied with other legal requirements in this connection.

Nand Lal [Signature (in existing old name)]

I hitherto known as Baikunth Gupta S/o Vipin Gupta, residing at H.No. 266, Sector-6, Bahadurgarh, Distt. Jhajjar, Haryana-124507, have changed my name and shall hereafter be known as Prateek Gupta.

It is certified that I have complied with other legal requirements in this connection.

Baikunth Gupta [Signature (in existing old name)]

I hitherto known as Shipra Arora W/o Mr. Sachin Kapoor, residing at B-3/311, Milan Vihar, I.P Extension, New Delhi-110092, have changed my name and shall hereafter be known as Siya Kapoor.

It is certified that I have complied with other legal requirements in this connection.

Shipra Arora [Signature (in existing old name)]

I hitherto known as Reshmo Alias Resham Kaur Wife of TARA CHAND, R/o Vill. Garhi Mahan Singh, PO Apra, Tehsil Phillaur, Jalandhar-144416, Punjab, have changed my name and shall hereafter be known as RESHAM KAUR.

It is certified that I have complied with other legal requirements in this connection.

Thumb Impression of Reshmo Alias Resham Kaur

I, hitherto known as Hazura Singh Son of Baghal Singh, R/o Vill. Udesian, PO and PS Adampur, Jalandhar-144102 Punjab, have changed my name and shall hereafter be known as KULDEEP SINGH.

It is certified that I have complied with other legal requirements in this connection.

Hazura Singh [Signature (in existing old name)]

I, Dinesh Kumar Son of Ram Kishore, residing at Gali No. 4, Ansari Road, Darya Ganj, Delhi-110002, have changed the name of my minor daughter Adhaya aged 04 Years and she shall hereafter be known as Aadhya.

It is certified that I have complied with other legal requirements in this connection.

Dinesh Kumar [Signature of Guardian]

I hitherto known as "TABASSUM MANZOOR" daughter of Manzoor-ul-Islam and wife of Nafis-ul-Arfin, residing at 592, Gali Jute Wali, Churiwalan, Delhi-110006, have changed my name and shall hereafter be known as "TABASSUM NAFIS".

It is certified that I have complied with other legal requirements in this connection.

TABASSUM MANZOOR [Signature (in existing old name)]

I, Saurabh Monga S/o Sh. Vinod Monga R/o House No. 2322, Hudson Line, Kingsway Camp, Delhi-110009, have changed the name of my minor daughter from Zara Monga age 5 Years and she shall hereafter be known as Mayra Monga.

It is certified that I have complied with other legal requirements in this connection.

Saurabh Monga [Signature of Guardian]

I, hitherto Known as Divyang Jain son of Dev Karan Jain, residing at C-18, Ashirwad Apartments, Mahendru Enclave, Delhi-110033, have Changed my name and shall hereafter be known as Devang Jain.

It is certified that I have complied with other legal requirements in this connection.

Divyang Jain [Signature (in existing old name)]

I hitherto known as Ved Ratan @ Ved Ratan Arya @ Vyowm Arya S/o Shri Ved Mitra Arya, residing at E 948, Saraswati Vihar, Pitampura, Delhi-110034, have changed my name and shall hereafter be known as Vyom Ratn.

It is certified that I have complied with other legal requirements in this connection.

Ved Ratan @ Ved Ratan Arya @ Vyowm Arya [Signature (in existing old name)]

I, hitherto known as Rati Ram S/o Late Sh. Bhagwan Singh, R/o D-1, Aman Vihar, Kirari Suleman Nagar, North West Delhi, Delhi-110086, have changed my name and shall hereafter be known as Rattan Lal.

It is certified that I have complied with other legal requirements in this connection.

Rati Ram [Signature (in existing old name)]

I hitherto known as Parveen Kumari W/o Late Sh. Parveen Kumar Sehgal, residing at 6/154, Ground Floor, Subhash Nagar, New Delhi-110027, have changed my name and shall hereafter be known as Meena Sehgal.

It is certified that I have complied with other legal requirements in this connection.

Parveen Kumari [Signature (in existing old name)]

I hitherto known as DOLLY KATARIA W/o ANUURAG KATAARIA, residing at 17A/28, 3rd Floor, Right Side, W.E.A., Karol Bagh, New Delhi-110005, have changed my name and shall hereafter be known as DOLLYY A KATAARIA.

It is certified that I have complied with other legal requirements in this connection.

DOLLY KATARIA [Signature (in existing old name)]

I, Anuurag Kataaria Son of Satish Kumar Kataria, residing at 17A/28, 3rd Floor Right Side, W.E.A., Karol Bagh, New Delhi-110005, have changed the name of my minor daughter Alisha Kataria aged 05 Years and she shall hereafter be known as Aleeshaa A Kataria.

It is certified that I have complied with other legal requirements in this connection.

Anuurag Kataaria [Signature of Guardian]

I hitherto known as Sunil Kumar Verma S/o Ishwar Singh, residing at H.No.60, Madan Pur Dabas, P.O. Rani Khera, Delhi-110081, have changed my name and shall hereafter be known as Sunil.

It is certified that I have complied with other legal requirements in this connection.

Sunil Kumar Verma [Signature (in existing old name)]

I hitherto known as Malkiat Singh S/o Satpal Singh, residing at Gujjar Pura, Tehsil Batala, Distt. Gurdaspur, Punjab-143507, have changed my name and shall hereafter be known as Malkit Singh.

It is certified that I have complied with other legal requirements in this connection.

Malkiat Singh [Signature (in existing old name)]

I, Sarvpreet Singh Arora Son of Prithipal Singh Arora, employed as Business in the Dewan Singh Coal Depot, residing at A-130, Antriksha Apartment Vikaspuri, New Delhi-110018, have changed the name of my minor son Karman Arora aged 15 Years and he shall hereafter be known as KARMAN SINGH ARORA.

It is certified that I have complied with other legal requirements in this connection.

Sarvpreet Singh Arora [Signature of Guardian]

I hitherto known as SUNIL DUTT Son of BRAHAM DUTT TYAGI, employed as SERGEANT in the INDIAN AIR FORCE, residing at AIR FORCE STATION NAL, BIKANER, RAJASTHAN, PIN-334001, have changed my name and shall hereafter be known as SUNIL DUTT TYAGI.

It is certified that I have complied with other legal requirements in this connection.

SUNIL DUTT [Signature (in existing old name)]

I hitherto known as A GAUTAM KUMAR Son of ASHOK KUMAR JHA, residing at 7210, BHARAT SEVAK SAMAJ SCHOOL CAMPUS, QUTUB ROAD, NABI KARIM, NEW DELHI-110055, have changed my name and shall hereafter be known as GAUTAM KUMAR.

It is certified that I have complied with other legal requirements in this connection.

A GAUTAM KUMAR [Signature (in existing old name)]

I, hitherto known as RAMU CHOUDHARY S/o Sh. ARJUN CHAUDHARY, R/o Village and Post Bishnupur Bathua, Police Station Pusa Districts Samstipur, State Bihar- 848115, presently at Flat No.54, Sector-13, Pktr-1, Phase-I, Netaji Subhash Apartment, Dwarka, New Delhi, have changed my name and shall hereafter be known as RAHUL CHOUDHARY.

It is certified that I have complied with other legal requirements in this connection.

RAMU CHOUDHARY [Signature (in existing old name)]

I hitherto known as HANSI KANDPAL Wife of Shri Prakash Kothari, employed as Central Government in the SSB, Ministry of Home Affairs, residing at H.No.620, Sector-1, R. K. Puram, New Delhi-110022, have changed my name and shall hereafter be known as HEMA KOTHARI.

It is certified that I have complied with other legal requirements in this connection.

HANSI KANDPAL [Signature (in existing old name)]

I hitherto known as Nirmal Kaur W/o Nirmal Singh, residing at G-3/37, Model Town-III, Delhi-110009, have changed my name and shall hereafter be known as Namrta Kainth.

It is certified that I have complied with other legal requirements in this connection.

Nirmal Kaur [Signature (in existing old name)]

I hitherto known as M Asim Khan S/o Chand Khan, residing at G-549, Srinivas Puri, New Delhi-110065, have changed my name and shall hereafter be known as Mohd Asim Khan.

It is certified that I have complied with other legal requirements in this connection.

M Asim Khan [Signature (in existing old name)]

I, hitherto known as Nalabanda Srilata D/o Sh. N.C. Veerachari W/o Sh. Girijala Ram Kumar, R/o H.No. N-49, Ground Floor, Mayfield Greens, N-Block, Sector-51, Gurgaon-122001, have changed my name and shall hereafter be known as G. Srilata Ram Kumar.

It is certified that I have complied with other legal requirements in this connection.

Nalabanda Srilata [Signature (in existing old name)]

I hitherto known as M. Satish Kumar Mishra S/o Ram Adhar Mishra, residing at H.No.20, Ward No.8, Chumukedima, Dimapur, Nagaland-797103, have changed my name and shall hereafter be known as Satish Mishra.

It is certified that I have complied with other legal requirements in this connection.

M. Satish Kumar Mishra [Signature (in existing old name)]

I, R C HIREMATH Son of Sh CHANDRASHEKHAR RACHAYYA HIERMATH, employed as Officer in the Indian Air Force, residing at Room No 233 Air HQ Vayu Bhawan, Rafi Marg, New Delhi-10, have changed the name of my minor son Salil Shankar R Hiremath aged 12 years and he shall hereafter be known as Salil Hiremath.

It is certified that I have complied with other legal requirements in this connection.

R C HIREMATH [Signature of Guardian]

I Hemant Kumar Sandilya Son of Mr. Kundan Singh Sandilya, residing at 113-C, 1st Floor, Humayun Pur, Safdarjung, Enclave, New Delhi-110029, have changed the name of my minor daughter Pakhee Sandilya aged 5 Months and she shall hereafter be known as Sanaya Sandilya.

It is certified that I have complied with other legal requirements in this connection.

Hemant Kumar Sandilya [Signature of Guardian]

I hitherto known as Hari Nath Prasad S/o Hansraj, employed as Chamber Attendant in the Lok Sabha Secretariat, residing at 1658, Laxmi Bai Nagar, New Delhi-110023, have changed my name and shall hereafter be known as Hari Nath Sharma.

It is certified that I have complied with other legal requirements in this connection.

Hari Nath Prasad [Signature (in existing old name)]

I, Dhruv Sharma S/o Madan Lal Sharma, residing at A 1/3, Gali No 6, East Krishna Nagar Near Janta, Co.Opp. Bank, Delhi-110051, have changed the name of my minor daughter Hanasika Sharma aged 13 years and she shall hereafter be known as Anaika Sharma.

It is certified that I have complied with other legal requirements in this connection.

Dhruv Sharma [Signature of Guardian]

I hitherto known as Hafizulla S/o Mohammad Alam, residing at A2/649, J.J. Cluster Madanpur Khadar Extn., New Delhi-110076, have changed my name and shall hereafter be known as Hafizulla Alam.

It is certified that I have complied with other legal requirements in this connection.

Hafizulla [Signature (in existing old name)]

I hitherto known as Marthi Manogyna alias Manogyna Narayana alias S Manogyna Radha Raman alias Raja Manogyna D/o S Radharaman Murthi, residing at Air Force Station, Bikaner, Rajasthan-334001, have changed my name and shall hereafter be known as Marthi Manogyna.

It is certified that I have complied with other legal requirements in this connection.

Marthi Manogyna alias Manogyna Narayana alias S Manogyna Radha Raman alias Raja Manogyna [Signature (in existing old name)]

I hitherto known as DAYA RAM SAKSENA Son of RAMESHWAR PANDIT, employed as WELDER in the MECHANICAL DEPARTMENT(C&W/KIR) residing at RLY. QTR. NO. 380/C, NEW COLONY KATIHAR (BIHAR), have changed my name and shall hereafter be known as DAYA RAM PANDIT.

It is certified that I have complied with other legal requirements in this connection.

Daya Ram Saksena [Signature (in existing old name)]

I, Manjunath Swamy MA son of Late MK Anne Gowda, employed as SNCO IN-CHARGE BUDGET IN CLMO SECTION in the Training Command, Indian Air Force residing at #1067, 7th Cross, 1st D Main, Valagerahally, Kengeri Satellite Town, Bangalore-560060, Karnataka, have changed the name of my minor son HARDHICK. M aged 09 years and he shall hereafter be known as HARDHICK M GOWDA.

It is certified that I have complied with other legal requirements in this connection.

Manjunath Swamy MA [Signature of Guardian]

I, hitherto known as Seema Devi D/o Sh. Dharam Singh Yadav W/o Sh. Praveen Kumar, R/o 12/1, Maszid Wali Gali, Hans Enclave, Near Rajiv Chowk, Gurgaon, Haryana-122001 have changed my name and shall hereafter be known as Seema Yadav.

It is certified that I have complied with other legal requirements in this connection.

Seema Devi [Signature (in existing old name)]

I, Preetha Chandran Daughter of P.R. Chandrasekharan Nair, residing at Palickal House, Kalanagar 23, Kothamangalam P.O., Kerala, India, have changed the name of my minor son, Aadhi Dev Prakash, aged 4 years and he shall hereinafter be known as Aadhidev Nair.

It is certified that I have complied with other legal requirements in this connection.

Preetha Chandran [Signature of Guardian]

I, Preetha Chandran Daughter of P.R. Chandrasekharan Nair, residing at Palickal House, Kalanagar 23, Kothamangalam P.O., Kerala, India, have changed the name of my minor daughter Devika Prakash, aged 17 years and she shall hereinafter be known as Devika Nair.

It is certified that I have complied with other legal requirements in this connection.

Preetha Chandran [Signature of Guardian]

I hitherto known as CHILAKALAPUDI MANIKYALA RAO Son of CHILAKALAPUDI SRINIVASA RAO, Student, residing at H.No.13-105, Bhagyanagar, Yanamalakuduru, Penamaluru Mandal, Krishna District-520007, Andhra Pradesh, have changed my name and shall hereafter be known as CHILAKALAPUDI NAANI.

It is certified that I have complied with other legal requirements in this connection.

CHILAKALAPUDI MANIKYALA RAO [Signature (in existing old name)]

I hitherto known as YALLAPPA MALLAPPA BASTAWADKAR Son of MALLAPPA SATERI BASTAWADKAR, employed as architect in the private business, residing at 175 Janata Colony Sulage (Yellur) Taluka & District Belgavi Karnataka-590005, have changed my and shall hereafter be known as NIKHIL MALLAPPA BASTAWADKAR.

It is certified that I have complied with other legal requirements in this connection.

YALLAPPA MALLAPPA BASTAWADKAR [Signature (in existing old name)]

I hitherto known as ARUN KUMAR Son of Shri Yadunath Singh Yadav, employed as Branch Manager in Dena Bank, Barwala Branch, Distt.: Botad, Gujarat, PIN: 382450, residing at 137, Kansara Sheri, Barwala, Distt. Botad, Gujarat, PIN: 382450, have changed my name and shall hereafter be known as ARUN KUMAR YADAV.

It is certified that I have complied with other legal requirements in this connection.

ARUN KUMAR [Signature (in existing old name)]

I, hitherto known as BITLA SANDHYA W/o DEVALAPALLY SURESH KARTHIK, residing at, Plot No. 71, H No. 10-2-112, Flat No 103, Yasaswy Residency, Nehru Nagar, West Maredpally, Secunderabad, Telangana, 500026, India, have changed my name and shall hereafter be known as DEVALAPALLY SANDHYA.

It is certified that I have complied with other legal requirements in this connection.

BITLA SANDHYA [Signature (in existing old name)]

I hereto known as Meena Kanoi W/o Narendra Kumar Agrawal, residing at C-4, Ashoka Park, Khamrdih Road, Shankar Nagar, Raipur (C.G.), have changed my name and shall hereafter be known as Meena Agrawal.

It is certified that I have complied with other legal requirements in this connection.

Meena Kanoi [Signature (in existing old name)]

I hitherto known as JATINDER PAL SINGH Son of RAVEL SINGH, residing at VPO NARANGPUR, TEHSIL BHOLATH, DISTT. KAPURTHALA, PUNJAB, INDIA, has changed my name and shall hereafter be known as SATINDER PAL SINGH.

It is certified that I have complied with other legal requirements in this connection.

JATINDER PAL SINGH [Signature (in existing old name)]

I hitherto known as KrishmaNarad Wife of Chintan Narad, employed as Dental Surgeon in the Narad Hospital, Hoshiarpur, residing at B-16, MCH 218, Street No. 8, Krishna Nagar, Hoshiarpur, have changed my name and shall hereafter be known as KrishmaSharda.

It is certified that I have complied with other legal requirements in this connection.

KrishmaNarad [Signature (in existing old name)]

I hitherto known as KULBINDER SINGH S/o UDHAM SINGH, residing at Vill Maheru, Po Pandori Khas, Tehsil Nakodar, Distt. Jalandhar-144040, Punjab, have changed my name and shall hereafter be known as SEWA SINGH.

It is certified that I have complied with other legal requirements in this connection.

KULBINDER SINGH [Signature (in existing old name)]

I hitherto known as Rana Ram Son of Johdha Ram, employed as Auto Tech in the IAF, residing at10, Leghon Ki Dhani, Ramdev Mandir, Ramsar Distt.-Barmer (Raj) Pin-344502, have changed my name and shall hereafter be known as Ranveer Singh Legha.

It is certified that I have complied with other legal requirements in this connection.

Rana Ram [Signature (in existing old name)]

I hitherto known as KHEM SINGH S/o Sh. RAJENDERA SINGH, employed as Business Man, residing at 1591, Janta Flats, G.T.B. Enclave, Delhi-110093, have changed my name and shall hereafter be known as KUNAL KHATRI.

It is certified that I have complied with other legal requirements in this connection.

KHEM SINGH [Signature (in existing old name)]

I hitherto known as SD ASHOK S/o M. SEKAR employed as Major in Indian Army, residing at 17/7, Rajavelu Street, Near Perambur Railway Station, Perambur, Rajavelu Perambur, Chennai, Tamil Nadu-600011, have changed my name and shall hereafter be known as SD KABILAN SAI ASHOK.

It is certified that I have complied with other legal requirements in this connection.

SD ASHOK [Signature (in existing old name)]

I hitherto known as Rajani Majali daughter of Late Shri. Yelguresh and wife of Girish Majalicar, residing at A/G-1, Surya Towers, 1-128, Bhavani Nagar, Malkajgiri, Hyderabad-500 047, have changed my name and shall hereafter be known as Girija Majalicar.

It is certified that I have complied with other legal requirements in this connection.

Rajani Majali [Signature (in existing old name)]

I hitherto known as Vasudev Majali son of Late Shri. Sadashiv, residing at A/G-1, Surya Towers, 1-128, Bhavani Nagar, Malkajgiri, Hyderabad-500 047, have changed my name and shall hereafter been known as Girish Majalicar.

It is certified that I have complied with other legal requirements in this connection.

Vasudev Majali [Signature (in existing old name)] I, hitherto known as Saurabh Bhatt son of Shri Prakash Chand Bhatt, by Profession Director at Eximius Business Services P Ltd and residing at R-296 D, Third Floor, Greater Kailash Part-1, New Delhi-110048, India, have changed my name and shall hereafter be known as Saorabh Bhatt.

It is certified that I have complied with other legal requirements in this connection.

Saurabh Bhatt [Signature (in existing old name)]

I hitherto known as Anju Saini W/o Dharmander Kumar Saini, residing at B-970, Shastri Nagar, Delhi-110052, have changed my name and shall hereafter be known as Poonam Saini.

It is certified that I have complied with other legal requirements in this connection.

Anju Saini [Signature (in existing old name)]

I, hitherto known as Rishabh Dev S/o Madan Gopal Sharma, residing at 50-A, Ganesh Nagar Extn.II, Shakarpur, Delhi-110092, have changed my name and shall hereafter be known as Rishabh Dev Bhardwaj.

It is certified that I have complied with other legal requirements in this connection.

Rishabh Dev [Signature (in existing old name)]

I hitherto known as Raju son of Parshotam Lal, Self Employed, residing at Ward No. 10, Mohalla Baghwala, Shahkot, District Jalandhar, Punjab, have changed my name and shall hereafter be known as Rajesh Arora.

It is certified that I have complied with other legal requirements in this connection.

Raju [Signature (in existing old name)]

I, hitherto known as Sandhya Singh W/o Sh. Mahander Pal Singh D/o Late Sh. Pyare Lal, R/o WZ-517, Basai Dara Pur, Ramesh Nagar, West Delhi, Delhi-110015, have changed my name and shall hereafter be known as Satyawati.

It is certified that I have complied with other legal requirements in this connection.

Sandhya Singh [Signature (in existing old name)]

I hitherto known as Sandhya Goswami wife of Narayan Srivastav, residing at C-329, Sector 7, Dwarka, New Delhi-110075, have changed my name and shall hereafter be known as Abha Srivastava.

It is certified that I have complied with other legal requirements in this connection.

Sandhya Goswami [Signature (in existing old name)]

I hitherto known as Cheena W/o Naveen Gupta, residing at Plot No.417, Flat G-1, Sector-4, Vaishali, Ghaziabad, U.P.-201010, have changed my name and shall hereafter be known as Cheena Gupta.

It is certified that I have complied with other legal requirements in this connection.

Cheena [Signature (in existing old name)]

I, hitherto known as ZAHIRA RAFIQ W/o Amjad Sohail Ahmed, R/o S-6, Ground Floor, Pratap Market, Near Auto Mobile Market, Jungpura-B, New Delhi-110014, have changed my name and shall hereafter be known as "ZAHIRA AMJAD SOHAIL".

It is certified that I have complied with other legal requirements in this connection.

ZAHIRA RAFIQ [Signature (in existing old name)]

I, hitherto known as Radhey Shyam S/o Late Sh. Hem Raj, R/o M-135, J.J. Colony, Phase-III, Nangloi, Delhi-110041, have changed my name and shall hereafter be known as Radhey Shyam Bahal.

It is certified that I have complied with other legal requirements in this connection.

Radhey Shyam [Signature (in existing old name)]

I hitherto known as Monika Rani W/o Davinder Singh D/o Satpal Singh, employed as Staff Nurse in the Safdarjung Hospital, New Delhi, residing at House No. 11C, Pocket-J, Sheikh Sarai, Phase-2, New Delhi, have changed my name and shall hereafter be known as Monika Singh.

It is certified that I have complied with other legal requirements in this connection.

Monika Rani [Signature (in existing old name)]

I hitherto known as Sanjay Kumari Jain W/o Vikas Jain, residing at Flat No. O-104, Saffron Block, Niho Scottish Gardens, Ahinsa Khand-2, Indirapuram, Ghaziabad-201014, have changed my name and shall hereafter be known as Paridhi Jain.

It is certified that I have complied with other legal requirements in this connection.

Sanjay Kumari Jain [Signature (in existing old name)]

I hitherto known as Aakash S/o Sh. Jai Bhagwan, residing at RZ-16A/13B, Street No. Zero Main Sagarpur, N. Delhi-110046, have changed my name and shall hereafter be known as Aakash Kumar.

It is certified that I have complied with other legal requirements in this connection.

Aakash [Signature (in existing old name)]

I hitherto known as HEMANI JAIN Wife of ANKUR JAIN, residing at 11/355, 3rd Floor, Lalita Park, Laxmi Nagar, Delhi-110092, have changed my name and shall hereafter be known as RUCHIKA JAIN.

It is certified that I have complied with other legal requirements in this connection.

HEMANI JAIN [Signature (in existing old name)]

I hitherto known as Shobha Ram S/o Late Shri Brij Lal, residing at C-44/X2, C-Block, Dilshad Garden, Delhi-110095, have changed my name and shall hereafter be known as Shobha Ram Saran.

It is certified that I have complied with other legal requirements in this connection.

Shobha Ram [Signature (in existing old name)]

I hitherto known as Rashi Bhalla Wife of Dinkar Bhalla, residing at F-70/71 Jeewan Park, Pankha Road, Uttam Nagar, New Delhi-110059, have changed my name and shall hereafter be known as Rashi Jain.

It is certified that I have complied with other legal requirements in this connection.

Rashi Bhalla [Signature (in existing old name)]

I hitherto known as Pallavi D/o Sh. Om Prakash Arora, Permanent address Dhamija Bhawan, Moh. Devsthan, Narnaul, Haryana Present Address R.No.111, RPC-II, Girls Hostel, AIIMS, New Delhi, have changed my name and shall hereafter be known as Pallavi Arora.

It is certified that I have complied with other legal requirements in this connection.

Pallavi [Signature (in existing old name)]

I hitherto known as Prem Pal Singh Sheoran @ Prem Pal Sheoran S/o Amar Singh, residing at Flat No.B-2, Plot No. 3/34, Sector05, Rajendra Nagar, Ghaziabad, U.P.-201005, have changed my name and shall hereafter be known as Prem Pal Singh.

It is certified that I have complied with other legal requirements in this connection.

Prem Pal Singh Sheoran @ Prem Pal Sheoran [Signature (in existing old name)]

I hitherto known as Kamlesh Kumari W/o Late Sh. Surender Kumar, residing at H.NO. RZ-47, Uggarsain Park, Nangloi Road, Nazafgarh, New Delhi-110043, have changed my name and shall hereafter be known as Geeta Rani.

It is certified that I have complied with other legal requirements in this connection.

Kamlesh Kumari [Signature (in existing old name)]

I, Raj Kumar S/o Sh. Kaloo Ram R/o E-483-A, Block-E, J.J. Colony, Madipur, Paschim Vihar, West Delhi, Delhi-110063, have changed the name of my minor son from Shubham age 13 Years and he shall hereafter be known a Shubham Dhigan.

It is certified that I have complied with other legal requirements in this connection.

Raj Kumar [Signature of Guardian]

I hitherto known as Piyush Rajak S/o Ramprasad Rajak, residing at R.B. III 98 C New Railway Colony Wardha, Wardha District Maharashtra- 442001, have changed my name and shall hereafter be known as Piyush Kumar Singh.

It is certified that I have complied with other legal requirements in this connection.

Piyush Rajak [Signature (in existing old name)]

I hitherto known as Karuna W/o Rajesh Kumar Sharma, residing at H.No.-1/11007, Subhash Park, Shahdara, Delhi-110032, have changed my name and shall hereafter be known as Karuna Sharma.

It is certified that I have complied with other legal requirements in this connection.

Karuna [Signature (in existing old name)]

I hitherto known as RAJESH KUMAR Son of Shri Om Prakash Sharma, employed as PRIVATE SECRETARY IN THE SCIENTIFIC ANALYSIS GROUP, DEFENCE R&D ORGANISATION, MINISTRY OF DEFENCE, Metcalfe House, Delhi-110054, residing at C-6/66, Sector 31, Noida, Dist. Gautam Budh Nagar (UP)-201301, have changed my name and shall hereafter be known as RAJESH SHARMA.

It is certified that I have complied with other legal requirements in this connection.

RAJESH KUMAR [Signature (in existing old name)]

I, hitherto known as S. Sreejit son of K. Sreedevan, residing at RZ-A/23-24, Indira Park, Uttam Nagar, New Delhi-110059, have changed my name and shall hereafter be known as Sreejit Sreedevan.

It is certified that I have complied with other legal requirements in this connection.

S. Sreejit [Signature (in existing old name)]

I hitherto known as NAKUL CHANDRA DAS son of HARANATH DAS, employed as TAX ASSISTANT, residing at Village & P.O.BHOMOLAHATI, P.S.BAIHATA CHARIALI, District Kamrup, Assam, PIN-781121, have changed my name and shall hereafter been known as NAKUL DAS.

It is certified that I have complied with other legal requirements in this connection.

NAKUL CHANDRA DAS [Signature (in existing old name)]

I, Mr. VISHAL SHANTARAM BHUSARA son of Mr. SHANTARAM PANDU BHUSARA, employed as Assistant Security Officer (A) in the Bhabha Atomic Research Centre, Tarapur, Tal and Dist Palghar 401504, Maharashtra, residing at BARC Staff Colony-Tarapur, Type B building no 101 flat no 05, Tal and Dist Palghar-401504 Maharashtra, have changed the name of my minor daughter SWARA VISHAL BHUSARA aged 1.3 years and she shall hereafter be known as PRIYAL VISHAL BHUSARA.

It is certified that I have complied with other legal requirements in this connection.

Vishal Shantaram Bhusara [Signature of Guardian]

I hitherto known as Radha Krishan alias Radha Ram son of Chanan Ram, employed as Businessman, resident of 112/18, Deol Nagar, Jalandhar, Punjab, India, have changed my name, abandoned my alias name and shall hereafter be known as Radha, Krishan.

It is certified that I have complied with other legal requirements in this connection.

Radha Krishan alias Radha Ram [Signature (in existing old name)]

I hitherto known as BHASKAR CHANDRA ALIAS BHASKAR DWIVEDI S/o Sh. Virendra Prasad Dwivedi, employed in Dabur Herbal Unit in Ghaziabad, UP as a Scientist, R/o Plot No. 418, Flat No. 303, Sector-4, Vaishali, Ghaziabad, UP, Pin-201010, have changed my name and shall hereafter be known as BHASKAR CHANDRA DWIVEDI.

It is certified that I have complied with other legal requirements in this connection.

BHASKAR CHANDRA ALIAS BHASKAR DWIVEDI [Signature (in existing old name)]

I, hitherto known as SUSHMA SHARMA D/o Sh. Ravi Sharma, employed as Private Job R/o RZ-42/6, Tughlakabad Extn., New Delhi-110044, have changed my name and shall hereafter be known as SIMRAN SHARMA.

It is certified that I have complied with other legal requirements in this connection.

Sushma Sharma [Signature (in existing old name)]

I, hitherto known as Mr. Radhika Das son of Kalipada Das, employed as PST in Directorate of Education, Port Blair, Andaman and Nicobar Islands, residing at Madhupur under Diglipur Tehsil, District N&M Andaman, have changed my name and shall hereafter been known as Tanmoy Das.

It is certified that I have complied with other legal requirements in this connection.

Radhika Das [Signature (in existing old name)]

I hitherto, known as Arti Joshi W/o of GIRISH CHANDRA LOHANI, employed as Sub. Inspector in Delhi Police, residing at GI-719, Sarojini Nagar, New Delhi, have changed my name and shall hereafter been known as ARTI LOHANI.

It is certified that I have complied with other legal requirements in this connection.

ARTI JOSHI [Signature (in existing old name)]

I hitherto known as PAWAN KUMAR SHARMA son of Babulal Sharma, residing at 201, Maharshi Debendra Road, Kolkata-700 006. have changed my name and shall hereafter be known as PIYUSH SHARMA.

It is certified that I have complied with other legal requirements in this connection.

Pawan Kumar Sharma [Signature (in existing old name)]

I hitherto known as Nivedita daughter of Ajay Kumar Singh, currently residing at 42/210, Krishi Upaj Mandi Road, Bilaunjee, Waidhan, Distt-Singrauli, Madhya Pradesh-486886, have changed my name and shall hereafter be known as Nivedita Singh.

It is certified that I have complied with other legal requirements in this connection.

Nivedita [Signature (in existing old name)]

I hitherto known as Nikita Sanya Eric W/o Charles Paul Nathenial, residing at Flat No. 1/7525, Gali No. 12, East Gorakh Park, Shahdara, Delhi-110032, have changed my name and shall hereafter be known as Nikita Charles Nathenial.

It is certified that I have complied with other legal requirements in this connection.

Nikita Sanya Eric [Signature (in existing old name)]

I hitherto known as JAI PRAKASH PRASAD Son of Late Ramagya Prasad, employed as Stenographer Grade-II in the Geological Survey of India, Grievance Section, CHQ, 27, J.L. Nehru Road, Kolkata-700016, residing at Central Govt. Quarter No. 431, KB-Block, Salt Lake, Sector-III, District-24 Parganas (North), Kolkata-700098, have changed my name and shall hereafter be known as JAY PRAKASH PRASAD.

It is certified that I have complied with other legal requirements in this connection.

Jai Prakash Prasad [Signature (in existing old name)]

I hitherto known as JASBIR SANDHU Son of KULWINDER SINGH SANDHU, employed as SELF EMPLOYED, residing at VPO. Sarih, Patti Daffar Ki, Tehsil Nakodar, Distt Jalandhar, Punjab-144043, have changed my name and shall hereafter be known as JASBIR SINGH SANDHU.

It is certified that I have complied with other legal requirements in this connection.

JASBIR SANDHU [Signature (in existing old name)]

I, hitherto known as Leticia Mendonca Daughter of Francis Mendonca, private employee and residing at #C210J, MJ Astyllen, Hosa Road, Choodasandra, Bengaluru, Karnataka, 560099, India, have changed my name and shall hereafter be known as Leticia Mendonca Nori.

It is certified that I have complied with other legal requirements in this connection.

Leticia Mendonca [Signature (in existing old name)]

I hitherto known as Keshav Rajput Son of Sh. J P Rajput, employed as Branch Manager in the Janalakshmi Financial Services Ltd., residing at 4-C, Bharat Apartment, Plot-31, IP Extension, Patparganj, Delhi-110092, have changed my name and shall hereafter be known as Keashav Rajput.

It is certified that I have complied with other legal requirements in this connection.

KESHAV RAJPUT

[Signature (in existing old name)]

I hitherto known as KAMLESH KUMARI Wife of Sh. SANDEEP GOYAL, residing at H.No.5, Raja Garden Kapurthala Road, Jalandhar (Punjab), have changed my name and shall hereafter be known as NEHA GOYAL.

It is certified that I have complied with other legal requirements in this connection.

KAMLESH KUMARI

[Signature (in existing old name)]

I hitherto known as CHARANJIT KAUR wife of PREM, residing at H.NO. E.G. 309, BASHIR PURA, JALANDHAR, PUNJAB, INDIA, have changed my name and shall hereafter be known as CHARANJIT.

It is certified that I have complied with other legal requirements in this connection.

CHARANJIT KAUR [Signature (in existing old name)]

I, hitherto known as GURDAWAR SINGH KUNDI son of SWARN CHAND, residing at VILL. LAL MAZARA, PO: RAIPUR DABBA, SBS NAGAR, PUNJAB, have changed my name and shall hereafter be known as GUDAWAR SINGH KUNDI.

It is certified that I have complied with other legal requirements in this connection.

GURDAWAR SINGH KUNDI [Signature (in existing old name)]

I hitherto known as PREM SINGH son of THAKUR SINGH, residing at H.NO. E.G. 309, BASHIR PURA, JALANDHAR, PUNJAB, INDIA, have changed my name and shall hereafter be known as PREM.

It is certified that I have complied with other legal requirements in this connection.

L. T. I. of PREM SINGH

I hitherto known as SHRI PRAKASH VISHNU SWAMI Son of Shri Vishnu Virupaksha Jangam, employed as MTS, APTMO (Inland), Air Mail Sorting Division, Mumbai-400099, residing at B-106, Pearl Palace, Sundar Nagar, Virar (West), Taluka: Vasai, Distt.: Thane (Maharashtra), have changed my name and shall hereafter be known as SHRI PRAKASH VISHNU JANGAM.

It is certified that I have complied with other legal requirements in this connection.

PRAKASH VISHNU SWAMI [Signature (in existing old name)]

I hitherto known as Ganguli Jalli S/o Dibakar Jalli, employed as Track Maintainer-IV under Senior Section Engineer (P. Way), East Coast Railway, Rambha, Khurda Road Division, residing at Village-San Ramachandrapur, P.O.-H.Burudi,Ps- Rambha, Dist- Ganjam (Odisha), have changed my name and shall hereafter be known as M. Gangeya Patra.

It is certified that I have complied with other legal requirements in this connection.

Ganguli Jalli [Signature (in existing old name)]

I hitherto known as Sanam Habib D/o Gulab Singh Dahiya W/o Amjad Habib, residing at C/36, Old DLF Colony, Near Sector-14, Gurgaon, Haryana-122022, have changed my name and shall hereafter be known as Preeti Dahiya.

It is certified that I have complied with other legal requirements in this connection.

Sanam Habib [Signature (in existing old name)]

I, hitherto known as SACHIN SINGH S/o Late Sh. KISHAN SINGH, residing at E-82/A, Abul Fazal Enclave, Jamia Nagar, New Delhi-110025, have changed my name and shall hereafter be known as MUHAMMAD ALI.

It is certified that I have complied with other legal requirements in this connection.

SACHIN SINGH

[Signature (in existing old name)]

I hitherto known as Dr. Tina Kumar Daughter of Shri Nand Kishore Soni, employed as Commissioner (Inv. & NRIs), Bureau of Investment Promotion, Rajasthan, residing at C-628, Sawai Jai Singh Highway, Bani Park, Jaipur, have changed my name and shall hereafter be known as Dr.Tina Soni.

It is certified that I have complied with other legal requirements in this connection.

Dr. Tina Kumar [Signature (in existing old name)]

CHANGE OF RELIGION

I, Sanam Habib D/o Gulab Singh Dahiya w/o Amjad Habib, residing at at C-36, Old DLF Colony, Near Sector-14, Gurgaon, Haryana-122022, so hereby solemnly affirm and declare that I have embraced Hindu Religion and renounced Muslim with effect from 12.11.2014.

It is certified that I have complied with other legal requirements in this connection.

Sanam Habib [Signature]

I, SACHIN SINGH S/o Late Sh. KISHAN SINGH, residing at E-82/A, Abul Fazal Enclave, Jamia Nagar, New Delhi-110025, do hereby solemnly affirm and declare that I have embraced ISLAM and renounced HINDUISM with effect from 07/12/2015.

It is certified that I have complied with other legal requirements in this connection.

SACHIN SINGH [Signature]

I, Alma Yanira Wren D/o Della Charles Wren W/o Sh. Akhilesh Singh Chauhan, R/o 28152 Cedar ST Madera CA 93638, USA, at present at 401/CDE, Room No. E-5, Budh Vihar, Munirka, New Delhi-110067, do herey solemnly affirm and declare that I have embraced Hindu and renounced Christian Religion since 23.01.2017.

It is certified that I have complied with other legal requirements in this connection.

Alma Yanira Wren [Signature]

PUBLIC NOTICE

It is for general information that I,Udaipal S/o Late Sukhlal, residing at H.No. 95, New P.A.C Line, Girja, Nagar Kanpur-208015, declare that the name of mine has been wrongly written as Udaipal Kurmi as in my service book and in other documents. The actual name of mine is Udaipal respectively which may be amended accordingly.

It is certified that I have complied with other legal requirements in this connection.

Udaipal [Signature]

It is for general information that I, KAPIL DINANATH PATIL Son of DINANATH BALAKRISHNA PATIL, Occupation: Private service, Resident of: Shivaji Galli

Mangasuli, Taluka: Athani, District: Belgaum, State: Karnataka, PIN-591234. Declare that my name has been wrongly mentioned as KAPEEL DINANATH PATIL in my educational documents and other documents. That correct and actual my name is KAPIL DINANANTH PATIL which may be amended accordingly.

It is certified that I have complied with other legal requirements in this connection.

KAPIL DINANATH PATIL
[Signature]

It is for general information that I, Kailash Prakash S/o Jagdish Prasad, residing at A-91, Gali No.3, Part-6, Sonia Vihar, Delhi-110090, declare that name of mine and my wife has been wrongly written as Kailash Kumar and Vijayvanti Devi in my minor son's Rohit Kumar aged 16 Years and my minor daughter's Neha aged 17 Years educational documents. The actual name of mine and my wife are Kailash Prakash and Vijendri Devi respectively which may be amended accordingly.

It is certified that I have complied with other legal requirements in this connection.

Kailash Prakash [Signature]

It is for general information that I, Jitender Kumar Jaiswal S/o Paras Nath Jaiswal residing at C-317, Inder Enclave Phase-1, Kirari Suleman Nagar, New Delhi-110086, declare that name of mine has been wrongly written as Jitender and Jitander Kumar Jaiswal in my School Record, Aadhar Card and National Food Security Card No.077003474885. The actual name of mine is Jitender Kumar Jaiswal which may be amended accordingly.

It is certified that I have complied with other legal requirements in this connection.

Jitender Kumar Jaiswal [Signature]

It is for general information that I, Ramvati W/o Ram Avtar, residing at H.No.14, Gali No.9, A-1 Block, Sant Nagar, Burari, Delhi-110084, declare that name of mine has been wrongly written as Chhutto in my Voter I Card No. AZK1192967, L.I.C No.202179500, Pension No.448 and Canara Bank Account No.2925101007549. The actual name of mine is Ramvati which may be amended accordingly.

It is certified that I have complied with other legal requirements in this connection.

Ramvati [Signature]

It is for general information that I, Kahkashan Choudhary D/o Sabir Khan residing at A-76, Gali No. 4, Chand Bagh, Delhi-110094, declare that name of mine has been wrongly written as Kahkashan Chaudhary in my 10th and 12th Class Marks Sheet and Certificate. The actual name of mine is Kahkashan Choudhary which may be amended accordingly.

It is certified that I have complied with other legal requirements in this connection.

Kahkashan Choudhary [Signature]

It is for general information that I, Ashish Kalyan S/o Alvin Kalyan, residing at RZ- 136/A, Gali No.19, Sadh Nagar, Palam Colony, New Delhi-110045, declare that name of mine and my father has been wrongly written as Ashish Kanyan and Alvin Kanyan in my Driving License. The actual name of mine and my father are Ashish Kalyan and Alvin Kalyan which may be amended accordingly.

It is certified that I have complied with other legal requirements in this connection.

Ashish Kalyan [Signature]

It is for general information that I, Guddi W/o Veerpal Singh, residing at H.No.103, Cigrate Wala Bagh, Model Town-I, Delhi-110009, declare that name of my minor son's Manish Kumar aged 14 years has been wrongly written as Munny in his School record. The actual name of my son is Manish Kumar which may be amended accordingly.

It is certified that I have complied with other legal requirements in this connection.

Thumb Impression of Guddi

It is for general information that I, Manoj Kumar S/o Dharambir, residing at House No. 66/1, Arjun Nagar, Safdarjung Enclave, New Delhi-110029, declare that name of my father has been wrongly written as Manik Chand in my Pan Card. The actual name of my father is Dharambir which may be amended accordingly.

It is certified that I have complied with other legal requirements in this connection.

Manoj Kumar [Signature] It is for general information that I, DEEP CHAND, S/o KALP NATH, residing at Pawnikala, Post-Pawnikala, PS.-Mehnagar, Dist.-Azamgarh (Uttar Pradesh), declare that name of mine and my father has been wrongly written as DEEP CHAND RAM and KALP NATH RAM in my education documents, service book, Pan Card, Voter Identity Card and other documents. The actual name of mine and my father are DEEP CHAND and KALP NATH respectively which may be amended accordingly.

It is certified that I have complied with other legal requirements in this connection.

DEEP CHAND [Signature]

It is for general information that I, Khedu Ansari S/o Late Lagan Ansari, employed as Signalman in the Andaman Labour Force, Port Management Board, Harbour Authority, residing at Village Near Mitali Book Store, Village Jungli Ghat, P.O. Jangli Ghat, Aberdeen, Port Blair, Andman Nicobar-744101, declare that name of mine has been wrongly written as Khadu Ansari in my Service Book. The actual name of mine is Khedu Ansari which may be amended accordingly.

It is certified that I have complied with other legal requirements in this connection.

Thumb Impression of Khedu Ansari [Signature]

It is for general information that I, Nitinkumar Canji S/o Canji Soma, residing at 12/49, Sangiya Sheri, Nani Daman, 396210, declare that name of mine has been wrongly written as Nitinkumar Kanjibhai Tandel, that name of my father has been wrongly written as Kanjibhai Somabhai Tandel and name of my mother has been wrongly written as Laxmiben Kanjibhai Tandel in educational documents/passports and in the other documents. The actual name of mine is Nitinkumar Canji, name of my father is Canji Soma and of my mother is Lacmi Revia respectively which may be amended accordingly.

It is certified that I have complied with other legal requirements in this connection.

Nitinkumar Canji [Signature]

It is for general information that I, Sunil Rathee S/o Sh. Daya Nand Rathee, R/o Dichoan Kala, New Roshan Pura, Najafgarh, New Delhi-110043, do hereby declare that name of my father has been wrongly written as D. N. Rathee in my driving licence No. DL-0920040014022. The actual name of my father is Daya Nand Rathee, which may be amended accordingly.

It is certified that I have complied with other legal requirements in this connection.

Sunil Rathee [Signature]

It is for general information that I, Manoj Kumar S/o Ram Kanwar, residing at Khasra No. 349/350, Gali No.-5, Swaroop Nagar, North West Delhi-110042, declare that name of my father has been wrongly written as Ram Kumar in my Driving License. The actual name of my father is Ram Kanwar which may be amended accordingly.

It is certified that I have complied with other legal requirements in this connection.

Manoj Kumar [Signature]

It is for general information that I, Tarun Kumar S/o Late Kishan Kumar, residing at 196/2, Street No.8, Than Singh Nagar, Anand Parvat, New Delhi-110005, declare that name of my father has been wrongly written as Kishan Lal in my 10th and 12th Class Mark Sheet, Certificate and Graduation documents. The actual name of my father is Kishan Kumar which may be amended accordingly.

It is certified that I have complied with other legal requirements in this connection.

Tarun Kumar [Signature]

It is for general information that I, Yogesh Kumar S/o Satish Kumar, residing at Village- Mahmudpur Majra, Tehsil Ganaur, Distt. Sonepat, Haryana-131102, declare that name of mine, my father and my mother has been wrongly written as Yogesh Malik, Satish Malik and Anita Malik in my educational documents. The actual name of mine, my father and my mother are Yogesh Kumar, Satish Kumar and Anita which may be amended accordingly.

It is certified that I have complied with other legal requirements in this connection.

Yogesh Kumar [Signature]

It is for general information that I, Lata Kumari W/o Sonu residing at D-63, Nathu Colony, Nand Nagri, Delhi, declare that name of my husband has been wrongly written as Pintu Sharma in my minor son's Shishank Sharma aged 9 years School record. The actual name of my husband is Sonu which may be amended accordingly.

It is certified that I have complied with other legal requirements in this connection.

Lata Kumari [Signature]

It is for general information that I, Upender Kumar S/o Bhagirath, residing at 1704, Gali Himmat Garh, Sita Ram Bazar, Delhi-110006, declare that name of mine and my father has been wrongly written as Upendra Kumar and B. Mehto in my Driving License. The actual name of mine and my father are Upender Kumar and Bhagirath respectively which may be amended accordingly.

It is certified that I have complied with other legal requirements in this connection.

Upender Kumar [Signature]

It is for general information that I, Arti Chauhan W/o Pawan Kumar Chauhan, residing at B-8, West Vinod Nagar, Delhi-110092, declare that name of mine has been wrongly written as Anita Chauhan in my LIC Policy No. 113333260. The actual name of mine is Arti Chauhan which may be amended accordingly.

It is certified that I have complied with other legal requirements in this connection.

Arti Chauhan [Signature]

It is for general information that I, Surender Kumar S/o Karam Singh, residing at UN-12/63A, Jhuggi Sarai Rohilla, Opp. 5C Block, Karol Bagh, New Delhi-110005, declare that name of my father has been wrongly written as Karan Singh in my Driving License. The actual name of my father is Karam Singh which may be amended accordingly.

It is certified that I have complied with other legal requirements in this connection.

Surender Kumar [Signature]

It is for general information that I, Mohan Kumar S/o Sh. Subhash Chand, R/o. A-152, Indra Park Prajapat Colony, Uttam Nagar, New Delhi-110059, declare that my father's name has been wrongly written as "SUBE SINGH" in my educational documents. The actual name of my father is "SUBHASH CHAND" which may be amended accordingly.

It is certified that I have complied with other legal requirements in this connection.

Mohan Kumar [Signature]

It is for general information that I, Anowar Hussain S/o Munnaf Ali, residing at B-57, Kamla Nehru Camp, Kirti Nagar, New Delhi-110015, declare that name of mine and my father has been wrongly written as Mohd Anwar Husain and Sh. Mohd Munna Ali in my Driving License. The actual name of mine and my father are Anowar Hussain and Munnaf Ali respectively which may be amended accordingly.

It is certified that I have complied with other legal requirements in this connection.

Anowar Hussain [Signature]

It is for general information that I, Bijender Pal S/o Om Prakash Pal, residing at House No. 110, 2nd Floor, Poket-21, Sector-24, Rohini, Delhi-110085, declare that name of mine has been wrongly written as Vijender Singh in my Driving License. The actual name of mine is Bijender Pal which may be amended accordingly.

It is certified that I have complied with other legal requirements in this connection.

Bijender Pal [Signature]

It is for general information that I, Ved Singh S/o Chhatar Singh, residing at 1765, Habuda Mohalla Rangpuri, Malik Pur, Delhi-110037, declare that name of mine has been wrongly written as Bale Ram in my L.I.C. Policy No.330144941. The actual name of mine is Ved Singh which may be amended accordingly.

It is certified that I have complied with other legal requirements in this connection.

Ved Singh
[Signature]

It is for general information that I, Krishna Bashal Son of Bal Singh, residing at WZ-21/17/2 Village-Budhella, Vikaspuri, Delhi-110018, declare that name of mine has been wrongly written as Kishan in my minor Son Shiva aged 16 Years and Yuvraj aged 12 Years educational documents. The actual name of mine is Krishna Bashal respectively which may be amended accordingly.

It is certified that I have complied with other legal requirements in this connection.

KRISHNA BASHAL [Signature]

It is for general information that I, GURMEET KAUR W/o Shri Amar Pal Singh, residing at I-54, Third Floor, Lajpat Nagar-I, New Delhi-110024, declare that my name has been wrongly written as ELAMWATI in my husband's Service Book. The actual name of mine is GURMEET KAUR which may be amended accordingly.

It is certified that I have complied with other legal requirements in this connection.

Thumb Impression of GURMEET KAUR

It is for general information that I, Major Mohinder Singh S/o S. Gajjan Singh, residing at 81-A, Aggar Nagar, Ludhiana, Punjab declare that name of my wife has been wrongly written as Harminder Mann in my Service Record. The actual name of my wife is Harminder Kaur Mann which may be amended accordingly.

It is certified that I have complied with other legal requirements in this connection.

Mohinder Singh [Signature]

CORRIGENDUM

In Gazette of India, Part-IV, Issue No. 2 (14—20, Jan. 2017), page no. 32, Ist column applicants father's name and Mother's name may be read as Shiv Charan and Mala Devi instead of Shiv Haran and Mala Deve respectively.

वेस्टेट इंडिया सोशल साइंसेज प्राईवेट लिमिटेड (तहत सदस्यो के स्वैच्छिक समापन)

नई दिल्ली-110001

सीआईएन:यू 74900डीएल 2010एफटीसी198229

प्रपत्र सं. 155 (देखें नियम 329)

सदस्यो द्वारा स्वैच्छिक समापन अंतिम बैठक के अयोजन की सूचना

एतत् द्वारा सूचित किया जाता है कि कंपनीज अधिनियम, 1956 की धारा 497 के अनुसरण तहत वेस्टेट इंडिया सोशल साइंसेज प्राईवट लिमिटेड कें सदस्यों की अंतिम साधारण बैठक सोमवार 27 फरवरी 2017 को सुबह 11:00 बजे कपंनी के पंजीकृत कार्यालय 301—303, टॉलस्टायॅ हाउस 15, टॉलस्टॉय मार्ग, नई दिल्ली—110001 पर होगी जिसमें उनके समक्ष खातो को रखकर प्रवर्शित किया जाएगा की किस प्रकार से समापन संचालित किया गया और कंपनी कि संपत्ति निपटाई गई और किसी व्याख्या की सुनवाई, जो कि समापक द्वारा प्रदान की जा सकती हो और कंपनी के विशेष संकल्प द्वारा निर्धारण कि किस ढंग से कंपनी और परिसमापक के पुस्तकें, खातें एवं दस्तावेजों को समाप्त किया जाएगा।

कृते वेस्टेट इंडिया सोशल साइंसेज प्राईवट लिमिटेड (तहत सदस्यो के स्वैच्छिक समापन)

हस्ताक्षर / –

विनीत ओझा (परिसमापक) चार्टेड अकाउंटेंट

एम. न : 071062

तिथि : 25.01.2017 स्थान : नई दिल्ली

नैशनल कोमोडिटी एंड डेरिवेटिव्ज एक्सचेंज लिमिटेड मुम्बई

सेबी के अनुमोदन के तहत, नैशनल कोमोडिटी एंड डेरिवेटिबज एक्सचेंज लिमिटेड के नियमों में निम्नलिखित संशोधन किया जाना प्रस्तावित है, सूचना/सार्वजनिक टिप्पणी/आलोचना के लिए, प्रतिभूति संविदाओं (विनियम) नियम 1957 के नियम 18 के अनुसार प्रस्तावित संशोधनों को प्रकाशित किया गया है, संशोधनों पर यदि किसी व्यक्ति की कोई टिप्पणी /प्रेक्षण हो तो, वे उसे प्रकाशन की तारीख से पंद्रह दिनों के अंदर, नैशनल कोमोडिटी एंड डेरिवेटिब्ज कोमोडिटी लिमिटेड को gazette@ncdex.com पर भिजवाएं. उक्त पंद्रह दिनों के पश्चात प्राप्त प्रेक्षणों पर विचार नहीं किया जाऐगा, पंद्रह दिनों के समाप्ति पर ड्राफ्ट तुरंत विचाराधीन ले लिया जाऐगा.

नैशनल कोमोडिटी एंड डेरिवेटिब्ज एक्सजेंच लिमिटेड के उपनियमों में प्रस्तावित (ड्राफ्ट) संशोधन

- 1. संक्षिप्त शीर्षक एवं प्रारंभ
 - 1) यह संशोधन एनसीडीईएक्स उपनियम (संशोधन) 2017(2017 का 1) कहा जाऐगा.
 - भारत के राजपत्र में अधिसूचना की तारीख से यह प्रभावी किया जाऐगा.
- नैशनल कोमोडिटी डेरिवेटिब्ज एक्सचेंज के उप नियम 1 (भाग ए) निम्नानुसार संशोधित किया जाऐगाः
 - (1) ''लेखा बहियों, रिकॉर्डी तथा दस्तावेजों की एक नई परिभाषा, निम्नानुसार भाग ए के उप नियम 1 (2 ए) के रूप में जोडी जाऐगी :
 - 2ए. 'लेखा बहियों, रिकॉर्डी तथा दस्तावेजों' से अभिप्रेत, लेखा बहियां, रिकॉर्ड तथा दस्तावेज, जिसमें वे लेखा बहियां, रिकॉर्ड तथा दस्तावेज शामिल हैं, जिन्हे प्रतिभूति करारों (विनियम) अधिनियम, 1956 तथा उसके अंतर्गत तैयार किये गये नियम, एक्सचेंज के नियम, उप नियम तथा विनियमों तथा मौजूदा समय के लिए लागू किये गये अन्य किसी कानून के अंतर्गत रखा जाना अपेक्षित हो तथा कम्प्यूटर या अन्य किसी मॅग्नेटिक स्वरूप में रखा गया रिकॉर्ड.''
 - (2) 'खरीददार की एक नई परिभाषा निम्नानुसार भाग ए के उप नियम 1(2बी) के रूप में जोडी जाए: 2बी, ''खरीददार'' से अभिप्रेत खरीददार घटक तथा ब्रोकर तथा एजेंट के रूप में कार्य करने वाला खरीददार सदस्य तथा जो मूल के रूप में स्वयं के खाते पर डीलिंग करता है तो खरीददार सदस्य को सचित करता है."
 - (3) "कॉमट्रक" की एक नई परिभाषा, निम्नानुसार, भाग ए के उप नियम 1(11ए) के रूप में जोडी जाऐगीः "11ए. "कॉमट्रॅक" एक वेब आधारित इलेक्ट्रॉनिक रिपॉझाटरी सिस्टम है, जो एक्सचेंज प्रत्यायित

- मालगोदामों में जमा उत्पादों के रिकॉर्ड रखने तथा एनसीडीईएक्स ऑनलाइन ट्रेडिंग प्लेटफॉर्म पर निष्पादित ट्रेड्स से होने वाली वचनबध्दताओं के पेटे ऐसे जमा किये गये उत्पादों के अंतरण को सुविधाजनक बनाता है."
- (4) ''कॉमट्रॅक प्रतिभागी'' की एक नई परिभाषा , निम्नानुसार, भाग ए के उप नियम 1 (11बी) के रूप में जोडी जाऐगीः

11बी. ''कॉमट्रॅक प्रतिभागी'' (सीपीएस) वो हैं जो, समय—समय पर संबध्द प्राधिकारी द्वारा निर्धारित प्रवेश के लिए निर्धारित मानदंडों के अनुरूप, एक्सचेंज अनुमोदित मालगोदामों से उत्पादों के अंतरण तथा निकासी को रिकॉर्ड करने के लिए भरती किये जाने वाले व्यक्ति.''

11सी. ''विधायक'' से अभिप्रेत, विधायक या एक ग्राहक से अभिप्रेत, एक व्यक्ति जिसके निर्देशों पर, तथा जिसके खाते पर, ट्रेडिंग सदस्य, किसी उत्पाद या प्यूचर्स संविदा या डेरिवेटिक्ज की खरीद तथा बिक्री के लिए कोई करार, या उससे संबंधित कोई कार्य करता है या जिसके खाते पर, समाशोधन सदस्य, विनियमों के अनुसार, डील / ट्रेड / लेनदेन, जैसा भी मामला हो, का निपटान करना स्वीकार करता है.''

- (5) ''डेरिवेटिव'' की एक नई परिभाषा, निम्नानुसार, उप नियम 1 (17 ए) के रूप में जोडी जाऐगीः 17ए.''डेरिवेटिव'' में निम्न शामिल है
 - ए. कर्ज लिखत, शेअर, ऋण, सुरक्षित या गैर—सुरक्षित से प्राप्त प्रतिभूति, जोखिम लिखत या अंतरों के लिए संविदा या प्रतिभूति का अन्य कोई स्वरूप;
 - बी. एक संविदा जो भावों या अंडरलाइंग प्रतिभूतियों के भावों के सूचकांक से अपना मूल्य प्राप्त करती हैं;
 - सी. कोमोडिटी डेरिवेटिव्ज; और
 - डी. ऐसे अन्य लिखत जो केन्द्रीय सरकार द्वारा डेरिवेटिव्ज के रूप में घोषित किये जाएं.
- (6) उप नियम 1 (31) में ''खुली स्थिति'' की परिभाषा के पश्चात भाग ए के उप नियम 1(31 ए) के रूप में ''प्रतिभूतियों में विकल्पों'' की एक नई परिभाषा निम्नानुसार जोडी जाऐगीः

31ए."प्रतिभूतियों में विकल्प" से अभिप्रेत, खरीद या बिक्री के लिए किसी अधिकार की खरीद या बिक्री करार, या भविष्य में प्रतिभूतियों की खरीद या बिक्री के लिए अधिकार तथा इसमें तेजी, मंदी, एक तेजी मंदी, एक गल्ली, एक पुट, एक कॉल या प्रतिभूतियों में पूट और कॉल शामिल है."

- (7) भाग ए के उप नियम (34 एच) के रूप में 'प्रतिभूतियों' की निम्नानुसार एक नई परिभाषा जोडी जाऐगीः "34 एच" प्रतिभूतियों "से अभिप्रेत, समय समय पर संशोधित किये अनुसार, प्रतिभूति संविदाओं (विनियम) अधिनियम, 1956 की धारा 2 (एच) में परिभाषित किये अनुसार प्रतिभूतियां"
- (8) भाग ए के उप नियम (34 आई) के रूप में "सेगमेंट" की निम्नानुसार एक नई परिभाषा जोड़ी जायेगीः
 - 34 आई. ''सेगमेंट'' से अभिप्रेत तथा इसमें एनसीडीईएक्स पर डेरिवेटिव्ज या माल की ट्रेडिंग तथा समाशोधन के लिए, सेबी द्वारा अनुमोदित किये अनुसार या समय—समय पर संबंध्द प्राधिकारी द्वारा श्रेणीबध्द किये अनुसार तथा उसके एक हिस्से के रूप में, एक खंड शामिल है.''
- (9) "विक्रेता" की एक नई परिभाषा निम्नानुसार भाग ए के उप नियम 34 जे के रूप में जोडी जाए : "विक्रेता" से अभिप्रेत विक्रेता घटक तथा ब्रोकर तथा एजेंट के रूप में कार्य करने वाला विक्रेता सदस्य तथा जो मूल के रूप में स्वयं के खाते पर डीलिंग करता है तो खरीददार सदस्य को सूचित करता है.
- (10) उप नियम 1(43) के रूप में "मालगोदाम रसीद" की निम्नानुसार एक नई परिभाषा जोडी जायेगी: "43. "मालगोदाम रसीद" से अभिप्रेत, समय समय पर संशोधित किये अनुसार, वेअरहाउसिंग (विकास एवं विनियम) अधिनियम 2007 की धारा 2 (यू) के अंतर्गत परिभाषित किये अनुसार, मालगोदाम रसीद.
- (11) भाग ए के उप नियम 1 (44) के रूप में "मालगोदाम" की निम्नानुसार एक नई परिभाषा जोडी जायेगी: "44."मालगोदाम" से अभिप्रेत, समय—समय पर संशोधित किये अनुसार, वेअरहाउसिंग (विकास एवं विनियम) अधिनियम, 2007 की धारा 2 (एस) के अंतर्गत परिभाषित किये अनुसार, मालगोदाम.
- (12) "मालगोदाम" की परिभाषा के पश्चात निम्नानुसार उप नियम 1(45) के रूप में एक नया खंड जोडा जायेगाः "45.इन उप नियमों के अंतर्गत उपयोग किये गये परंतु परिभाषित न किये गये, परंतु वे कंपनी अधिनियम 2013 या प्रतिभूति कानून या वेअरहाउसिंग (विकास एवं विनियम) अधिनियम, 2007 में परिभाषित शब्द तथा अभिव्यक्तियों का, उन अधिनियमों में उन्हें दिये गये संबंधित अर्थ के अनुसार अर्थ होगा."
- 3. भाग ए उप नियम 5 के खंड 5.1 के उप खंड 1 में, ''एससीआरए'' शब्द के पश्चात तथा ''या अन्य कोई'' संबंधित अधिनियम ''से पहले'' सेबी (स्टॉक ब्रोकर्स एंड सब ब्रोकर्स) अधिनियम, 1992'' जोडा जायेगा.

- एक नया उप खंड 6 उप नियम 5 भाग ए के खंड
 में निम्नानुसार जोडा जायेगाः
 - "6. ट्रेडिंग सदस्यों द्वारा, सेबी द्वारा निर्धारित किये गये मानदंडों के अनुसरण में एक्सचेंज द्वारा लगाए गये लेनदेन प्रभारों का भुगतान किया जायेगा."
- एक नया उप खंड 11 उप नियम 5 भाग ए के खंड
 में निम्नानुसार जोडा जायेगा :
 - "11. ट्रेडिंग सदस्यों द्वारा, सेबी द्वारा निर्धारित किये गये ढ़ांचे के अनुसार तथा समय—समय पर एक्सचेंज द्वारा अधिसूचित किये अनुसार, सिस्टम लेखापरीक्षा करवायेंगे."
- 6. एक नया उप खंड 3 तथा उप खंड 4, उप नियम 6 भाग ए के खंड 6.5 में निम्नानुसार जोडा जायेगा :
 - "3. उपर खंड 1 तथा 2 के अनुसार किया गया विलोपन पार्टियों तथा ट्रेड्स पर अंतिम तथा बंधनकारक होगा. ऐसे मामले में ट्रेडिंग सदस्य को, समय—समय पर निर्धारित मापदंडों तथा प्रकियाओं के तहत, उनके विधायकों के साथ संबंध्द करारों के रदद करने का अधिकार होगा.
 - 4. संबंध्द प्राधिकारी स्वयं या समय—समय पर सेबी द्वारा निर्देशित किये अनुसार, विलोपन के लिए, ऐसे मानदंडों तथा प्रक्रियाओं को निर्धारित कर सकते हैं.
- उप नियम 7, भाग ए निम्नानुसार प्रतिस्थापित किया जायेगा :
 '7. ट्रेडिंग सिस्टम तथा बाजार निर्माता

7.1 ट्रेडिंग सिस्टम :

- संबध्द प्राधिकारी या सेबी, जैसा भी मामला हो, द्वारा समय—समय पर निर्धारित किये अनुसार, एक्सचेंज द्वारा, ट्रेडिंग, समाशोधन तथा निपटान के लिए इलेक्ट्रॉनिक प्लेटफॉर्म उपलब्ध कराया जायेगा.
- 2. अल्गारिथमिक ट्रेडिंग के लिए उपयोग में लाये जाने वाले सॉफ्टवेअर सिंहत ट्रेडिंग तथा जोखिम प्रबंधन में या उससे संबंधित साफ्टवेअर के परिक्षण के लिए एक्सचेंज द्वारा व्यवस्थाएं की जायेंगी, तथा समय समय पर सेबी द्वारा निर्देशित किये अनुसार, समय—समय पर, मापदंड प्रक्रियाएं, शर्ते तथा निबंधन निर्धारित किये जायेंगे.
- 3. समय—समय पर सेबी द्वारा निर्देशित किये अनुसार एक्सचेंज द्वारा, साइबर सुरक्षा के लिए मानदंडों, प्रक्रियाओं, शर्तों तथा निबंधनों तथा साइबर रेसिलिएंस नीति निर्धारित की जायेगी.
- 4. कम्प्युटरीकृत ट्रेडिंक सिस्टम में, हैंगिंग/ स्लोडाउन/ब्रेकडाउन तथा अन्य किसी समस्या के मामलों की जांच के लिए, एक्सचेंज द्वारा स्थायी समिती या ऐसी अन्य समिती को संदर्भित किया जायेगा तथा सेबी द्वारा समय—समय पर निर्धारित तरी के से सेबी को उसकी रिपोर्ट देंगे तथा सेबी/बोर्ड द्वारा सूचित किये अनुसार या उनकी अपेक्षा के अनुरूप सुधारात्मक उपाय किये जायेंगे.

7.2 बाजार निर्माता :

- संविदाएं या उत्पाद, जो कि बाजार निर्माण के लिए आवश्यक होंगे, यदि हों तो वह समय-समय पर संबध्द प्राधिकारी द्वारा उल्लिखित की जायेंगी.
- बाजारा निर्माताओं, पंजीकरण के लिए प्रक्रिया, कार्य, अधिकार, बाजार निर्माताओं की देयताएं, बाजार निर्माताओं का निलंबन तथा निषेध तथा बाजार निर्माताओं के लिए परिचालनात्मक पैरामीटर्स के लिए मापदंड समय—समय पर एक्सचेंज द्वारा निर्धारित किये जायेंगे.
- 8. उप नियम 8 भाग ए निम्नानुसार संशोधित किया जायेगा :
 - ए. खंड 8.1 में एक नया उप खंड 3, निम्नानुसार जोडा जायेगाः
 - "3.खंड 8.1 के उप खंड (1) तथा (2) के अंतर्गत प्रावधान सेबी के अनुमोदन, यदि कोई, के तहत होंगे"
 - बी. खंड 8.2 का शीर्षक जोिक, ''ट्रेडिंग सिस्टम'' के रूप में दिया गया है उसे ''ट्रेडिंग सिस्टम के जरिए डील्स'' के रूप में प्रतिस्थापित किया जायेगा.
 - सी. शब्द ''एक्सचेंज के पश्चात तथा ''व्यवस्थाएं करेंगे'' से पहले, खंड 8.2 के उप खंड 1 में शब्द "may" "shall" शब्द द्वारा प्रतिस्थापित किया जायेगा.
 - डी. खंड 8.6 का प्रत्येक पैरा क्रमशः 1,2 तथा 3 नंबरों से शुरू किया जायेगा.
 - 9. उप नियम 9 भाग ए के खंड 9.4 के पैरा क्रमशः 1 तथा 2 नंबरों से शुरू किये जायेंगे.
 - 10. उप नियम 9 भाग ए के खंड 9.3 को निम्नानुसार प्रतिस्थापित किया जायेगाः
 - ''(1) एक ट्रेडिंग सदस्य को, ऐसे विधायकों के लिए उनके द्वारा किये गये कारोबार के संबंध में, इन उप नियमों, नियमों तथा विनियमों के अंतर्गत उपलब्ध कराये जाने वाले मार्जिन जमा को, उसके विधायक से मांगने का अधि ाकार होगा, एक ट्रेडिंग सदस्य को, समय-समय पर एक्सचेंज द्वारा अधिसूचित, प्रारंभिक मार्जिन नकद में / बैंक गारंटी / मियादी जमा रसीद / मालगोदाम रसीद या ऐसा स्वीकार्य अन्य कोई संपार्श्विक के माध्यम की उसके विधायक से मांग करने का भी अधिकार होगा. ट्रेडिंग सदस्य द्वारा. एक ऑर्डर निष्पादित करने से पहले अपेक्षित मार्जिन वसूल किया जाऐगा, और / या बाजार भावों में परिवर्तन के अनुसार अगला मार्जिन जमा या अतिरिक्त मार्जिन वसूल किया जायेगा.

- (2) ट्रेडिंग सदस्य द्वारा मांगे जाने पर विधायक तुरंत ट्रेडिंग सदस्य के साथ उसके द्वारा किये गये कारोबार और / या जैसा कि उसके द्वारा स्वीकार किया गया हो, के संबंध में इन उप नियमों, नियमों तथा विनियमों के अंतर्गत अपेक्षा के अनुसार मार्जिन जमा और / या अतिरिक्त मार्जिन उपलब्ध करायेगा.
- (3) सेबी के निर्देशों के तहत समय—समय पर एक्सचेंज द्वारा निर्धारित, तथा समय—समय पर एक्सचेंज द्वारा अधिसूचित मापदंडों तथा प्रक्रियाओं के अनुसार, मार्जिनों को न वसूले जाने / कम वसूले जाने के के लिए, ट्रेडिंग सदस्य दंड के लिए उत्तरदायी होगा."
- 11. उप नियम 9 भाग ए के खंड 9.4 का प्रत्येक पैरा क्रमशः(1) तथा (2) नंबरों से शुरू किया जायेगा.
- उप नियम 10 भाग ए के खंड 10.1 का प्रथम पैरा नंबर
 (1) से शुरू किया जायेगा.
- 13. उप नियम 10 भाग ए के खंड 10.1 के प्रथम पैरा के खंड (एच) के पश्चात नया उप खंड 2 तथा उप खंड 3 जोडा जाऐगा.
 - "2. जब उक्त 10.1 के अनुसार किसी भी सेगमेंट का ट्रेडिंग सदस्य चुककर्ता घोषित किया जाता है तो, तुरंत स्टॉक एक्सचेंज, अन्य सभी सेगमेंटों में ऐसे सदस्य को चूककर्ता घोषित कर देता है तथा अन्य स्टॉक एक्सचेंजों / समाशोधन निगम को सूचित करता है.
 - 3. संबध्द प्राधिकारी चूककर्ता सदस्य के सहयोगियों के खिलाफ उचित कार्रवाई करेगा. इस उप खंड 10.3 के प्रयोजन के लिए सहयोगी शब्द में निम्न व्यक्ति शामिल होंगे:
 - ए. जो प्रत्यक्ष या अप्रत्यक्ष, स्वयं या अन्य व्यक्तियों के साथ संयुक्त रूप से सदस्य पर नियंत्रण रखते हों, चाहे एकल व्यक्ति, कंपनी निकाय या फर्म हो, या ऐसी हस्तियों की पूंजी में 15 टक्के से अधिक की पर्याप्त हिस्सेदारी रखते हों; या
 - बी. जिनके संबंध में सदस्य, एकल व्यक्ति या कंपनी निकाय या फर्म, प्रत्यक्ष या अप्रत्यक्ष स्वयं या अन्य व्यक्तियों के साथ संयुक्त रूप से नियंत्रण रखते हों; या
 - सी. जिनके निदेशक या भागीदार, सदस्य, कंपनी निकाय या फर्म के भी निदेशक या भागीदार हों. जैसा भी मामला हो.

स्पष्टीकरण अभिव्यक्ति नियंत्रण का अर्थ, सेबी (शेयरों का पर्याप्त अधिग्रहण और अधिनीकरण) अधिनियम 2011 के विनियम 2 के खंड (ई) के अंतर्गत परिभाषित किये अनुसार या इस संबंध में समय—समय पर सेबी द्वारा निर्धारित किये अनुसार होगा."

- 14. उप नियम 11 भाग ए के खंड 11.1 के उप खंड 6 में निर्णय की पिरभाषा के पश्चात, निवेशकर्ता" की एक नई पिरभाषा उप नियम 11, भाग ए के खंड 11.1 के उप खंड 7 के रूप में जोडी जायेगी.
 - "7. इस अध्याय के लिए "निवेशकर्ता" से अभिप्रेत, एनसीडीईएक्स उप नियमों के भाग ए के उप नियम 1.14 में परिभाषित किये अनुसार, कोई भी जिसने डील में प्रवेश किया हो."
- 15. उप नियम 11 भाग ए के वर्तमान खंड 11.7, 11.8 तथा 11.9 को क्रमशः 11.8, 11.9 तथा 11.9 के रूप में पुनःक्रमबध्द किया जाये.
- 16. उप नियम 11, भाग ए के खंड 11.2 में एक नया उप खंड 3 जोडा जायेगा :
 - "3. संयुक्त विवाचन :
 - (ए) यहां उपर निहित कुछ भी होने के बावजूद, जहां, उप खंड 11.2.1 में उल्लेख किये अनुसार, एक सदस्य (ट्रेडिंग तथा समाशोधन) तथा उसके विधायकों (एक बार से ज्यादा) के बीच बहुविध दावे, अंतर तथा विवाद हो, तब ऐसे सभी दावों, अंतरों और विवाद, एक सामान्य विवाचक ट्रिब्यूनल को संदर्भित किया जायेगा, यदि ऐसे दावे अंतर तथा विवाद सदस्य (ट्रेडिंग तथा समाशोधन) के समान कार्य के कारण हुए हों, इस खंड के प्रयोजन के लिए, समान कार्य का अर्थ, सदस्य (ट्रेडिंग तथा समाशोधन) का कार्य जिससे विधायकों और सदस्य (ट्रेडिंग तथा समाशोधन) के बीच विवाद को पैदा किया हो.
 - (बी) संयुक्त विवाचन कार्यवाही, एक्सचेंज के उप नियम 11.5.7 भाग ए के साथ पठित उप नियम 11.5.3 के अनुसार, संबध्द प्राधिकारी द्वारा निर्धारित प्रक्रिया के अनुरूप होगी.
- 17. उप नियम 11 भाग ए के खंड 11.22 के पैरा क्रमशः नंबर 1,2,3 तथा 4 से शुरू किये जायेंगे.
- 18. उप खंड 3 के पश्चात उप नियम 2 भाग बी में नया खंड 4 तथा 5 निम्नानुसार जोडा जायेगाः
 - "4. समाशोधन सदस्य द्वारा, एक्सचेंज के समाशोधन गृह द्वारा आव्हान (इनवोक) किये गये प्रतिभूति जमा या अतिरिक्त जमा के बदले प्रस्तुत की गई बैंक गारंटी के इनवोकेशन से उपजे आगमों को, सशक्तीकरण

- या एक्सपोजर के प्रयोजन के लिए समाशोधन सदस्य के जमाओं का एक हिस्सा नहीं माना जायेगा.
- "5. एक्सचेंज के समाशोधन गृह द्वारा इस प्रकार इनवोक की गई बैंक गारंटी के आगमों का उपयोग, समाशोधन सदस्य के खिलाफ समाशोधन निकाय, स्टॉक एक्सचेंज या सेबी के निपटान दावों / ग्राहकों की देयताओं को चुकाने के प्रयोजन के लिए किया जायेगा. अधिशेष यदि कोई तो वह समाशोधन सदस्य को लौटा दिया जायेगा
- 19. उप नियम 3 भाग बी में एक नया खंड 3.1 ए के रूप में जोड़ा जायेगा :

"3.1 ए समाशोधन एवं निपटान

उप नियमों तथा विनियमों में समय—समय पर संबध्द प्राधिकारी द्वारा उल्लिखित किये अनुसार, सुपुर्दगी देने तथा प्राप्त करने और निधियों के भुगतान तथा प्राप्ति द्वारा समाशोधन सदस्य द्वारा, निपटान प्रभावी किया जायेगा.

- 1. निपटान की अंतिम अवस्था
 - ए. डील के संबंध में भुगतान तथा निपटान अंतिम होगा, अपरिवर्तनीय तथा समाशोधन सदस्य पर बंधनकारक होगा.
 - बी. जब एक निपटान अंतिम तथा अपरिवर्तनीय हो जाता है, इन उप नियमों के अनुरूप, समाशोधन सदस्य द्वारा उसके निपटान या अन्य वचन— बध्दताओं के पेटे अंशदानित कोई संपार्श्विक या जमा या मार्जिन का विनियोजन करना एक्सजेंज के समाशोधन गृह का अधिकार, उल्लिखित समाशोधन सदस्य की अन्य किसी देयता या उसके खिलाफ किये दावे से पहले प्राथमिकता प्राप्त कर लेता है.
 - सी. शंकाओं के निवारण के लिए, एतदद्वारा यह घोषित किया जाता है कि, निपटान, सकल या शुद्ध उपर खंड (ए) में संदर्भित किये अनुसार, जैसे ही धन प्रतिभूतियां या ऐसे निपटान के परिणाम स्वरूप देय अन्य लेनदेन निश्चित किये जाते है, निपटान अंतिम तथा अपरिवर्तनीय हो जाता है, चाहे ऐसा धन, प्रतिभूतियां या अन्य लेनदेन का वास्तव में भुगतान किया गया हो या नहीं.
 - डी. सेबी के पूर्व अनुमोदन के साथ तथा एक्सचेंज के समाशोधन गृह द्वारा समय समय पर जारी परिपत्रों के जरिए सूचित संबध्द प्राधिकारी द्वारा उल्लिखित नेटिंग या सकल प्रक्रिया के अनुरूप, डील के संबंध में भुगतान तथा निपटान निश्चित किया जायेगा.

स्पष्टीकरण 1: उपर खंड (डी) के प्रयोजन के लिए, "नेटिंग" से अभिप्रेत एक्सचेंज के समाशोधन गृह द्वारा रद्द किये जाने से होने वाले दावे तथा वचनबध्दताओं सहित प्रतिभूतियों की खरीद तथा बिक्री से होने वाली परस्परिक वचनबध्दताओं या दावों के समायोजन या उसके विन्यास द्वारा, एक्सचेंज के समाशोधन गृह द्वारा समाशोधन सदस्य की शुद्ध भुगतान या सुपुर्दगी वचनबध्दता निश्चित करना है, ऐसी परिस्थितियों में भविष्य की तारीख पर निपटान के लिए प्रविष्ट डील्स के उप नियमों में एक्सचेंज के समाशोधन गृह द्वारा उल्लिखित किये अनुसार तािक केवल शुध्द दावे की मांग की जाए या शुध्द वचनबध्दता की ही जिम्मेदारी ली जाये.

स्पष्टीकरण 2 : शंकाओं के निवारण के लिए, एतदद्वारा यह घोषित किया जाता है कि, उपर खंड (ई) में संदर्भित किये अनुसार एक्सचेंज के समाशोधन गृह द्वारा रद्द किये जाने से होने वाले दावों तथा वचनबध्दताओं से अभिप्रेत इन उप नियमों के अनुरूप क्लोज आउट किये गये डील्स से होनेवाले दावे तथा वचनबध्दताएं.

2. एक्सचेंज के समाशोधन गृह का अधिकार.

समाशोधन सदस्य के संपार्श्विक जमाओं तथा आस्तियों से समाशोधन सदस्यों के समाशोधन तथा निपटान कार्यकलापों से होने वाले देय शुल्कों की वसूली का एक्सचेंज के समाशोधन गृह का अधिकार जिसे समाशोधन सदस्य के खिलाफ किसी भी अन्य देयताओं या दावों के मुकाबले प्राथमिकता प्राप्त होगी.

- 20. उप नियम 3, भाग बी का वर्तमान खंड 3.1 को खंड 3.1 बी के रूप में पुनःक्रमोकिंत किया जायेगा, तथा निम्नानुसार संबंधित किया जायेगाः
 - ए. खंड 3.1 बी को क्रमशः नंबर 1,2,3,4,5,6 तथा 7 नंबरों में शुरू किया जाऐगा.
 - बी. उप नियम 3 भाग बी, खंड 3.1बी में, उप खंड 7 के पश्चात निम्नानुसार एक नया उप खंड 8 जोडा जायेगा:

"8. समाशोधन सदस्य द्वारा, समय—समय पर संबध्द प्राधिकारी द्वारा उल्लिखित व्यवस्थाओं सिस्टम्स एजेंसियों या प्रक्रियाओं को अपनाते हुए तथा उपयोग करते हुए, डील्स का समाशोधन तथा निपटान प्रभावी किया जाऐगा, उक्त की सामान्यता के बिना किसी पक्षपात के संबध्द प्राधिकारी समय—समय पर, समाशोधन तथा निपटान व्यवस्था या सिस्टम के आसान परिचालन को सुविधा जनक बनाने के लिए, समाशोधन सदस्यों द्वारा अपनाए जाने तथा उपयोग किये जाने के लिए, ऐसी अभिभावी आधानात्मक तथा अन्य सेवाएं निर्धारित तथा उल्लिखित करेगा."

21. उप नियम 3, भाग बी का वर्तमान खंड 3.8 निम्नानुसार संशोधित किया जायेगा :

- ए. खंड 3.8 के प्रथम दौ पैरा क्रमशः वर्ण (ए) तथा (बी) के साथ शुरु किये जायेगे :
- बी. प्रथम पैरा में "उसके द्वारा" शब्दों के पश्चात तथा दूसरें पैरा से पहले, आने वाले शब्द "इसके अलावा कि, विक्रेता सदस्य (जब तक कि वह स्वयं सुपुर्दगीकर्ता सदस्य हो), प्राप्तिकर्ता सदस्य द्वारा प्राप्त किये गये दस्तावेजों / उत्पादों के शीर्षक, स्वामित्व प्रामाणिकता, नियमितता तथा वैधता के संबंध में तथा उससे होने वाली हानि और क्षतियों के लिए, सभी जिम्मेवारियों से मुक्त होगा, जिस पर उप नियमों तथा विनियमों के प्रावधानों के अनुरूप कार्रवाई की जाऐगी"हटा दिया जायेगा.
- सी. द्वितीय पैरा में "उसके द्वारा" शब्दों के पश्चात तथा तीसरें पैरा से पहले, आने वाले शब्द "इसके अलावा कि, सुपुर्द किये गये या प्राप्त किये गये दस्तावेजों / उत्पादों के शीर्षक, स्वामित्व, प्रामाणिकता नियमितता तथा वैधता के संबंध में तथा उससे होने वाली हानि और क्षतियों के लिए, समाशोधन गृह सभी जिम्मेवारियों से मुक्त होगा, जिस पर उप नियमों तथा विनियमों के प्रावधानों के अनुरूप कार्रवाई की जायेगी" हटा दिया जायेगा.
- डी. खंड 3.8 का तीसरा पैरा तथा उसके प्रावधान निम्नानुसार संशोधित किये गये है :
 - (1) पैरा वर्ण (ए) से शुरू किया जायेगा :
 - (2) शब्द ''उप खंड (ए) तथा (बी)शब्द 'उक्त' से पहले तथा कुछ भी निहित होने के बावजूद'' के पश्चात जोडा जायेगा;
 - (3) 'उक्त' शब्द के पश्चात तथा ''समाशोधन गृह प्रतिपक्ष होगा'' से पहले दिखने वाले शब्द ''समाशोधन गृह समान्यतया या विशेष रूप से उल्लेख करेगा कि'' हटा दिया जाये.
 - (4) शब्द ''तथा वह अच्छी सुपुर्दगी सुनिश्चित करेंगे'' शब्द ''समाशोधन गृह गारंटी देगा कि'' से पहले तथा ''समाशोधन तथा निपटान के लिए प्रविष्ट'' के पश्चात जोडा जायेगा;
 - (5) नये जोडे गये शब्द "तथा अच्छी सुपुर्दगी सुनिश्चित करेंगे" के पश्चात तथा "समाशोध ान गृह गारंटी देगा" से पहले, दिखने वाले शब्द "इस तथ्य के अलावा कि, सुपुर्दगी देने में विक्रेता द्वारा चूक होने पर, समाशोधन गृह केवल अंतर की रकम का निपटान करने के लिए जिम्मेदार होगा न कि खरीददार को प्रत्यक्ष सुपुर्दगी देने के लिए" हटा दिया जायेगा.
 - (6) ''समाशोधन गृह गारंटी देना स्वीकार करेगा'' के पश्चात तथा ''सभी डील्स का निपटान'' शब्दों से पहले शब्द '''वित्तीय'' हटा दिया जायेगा.

- इ. उप नियम 3, भाग बी के खंड 3.8 का प्रथम प्रावधान इस निवेशन के साथ निम्नानुसार संशोधित किया जायेगाः
 - वर्तमान पहला प्रावधान, "निपटान तथा अच्छी सुपुर्दगी सुनिश्चित करने के लिए, समाशोधन गृह मालगोदाम (ओं) या अन्य किसी व्यक्ति के साथ पर्याप्त व्यवस्थाएं करेगा"द्वारा प्रतिस्थापित किया जायेगा.
- एफ. उप नियम 3, भाग बी के खंड 3.8 का दूसरा प्रावधान इस निवेशन के साथ निम्नानुसार संशोधित किया जायेगाः
 - "बशर्ते तथापि उसका स्वरूप" शब्दों को हटा दिया जायेगा तथा से "वित्तीय" शब्द द्वारा प्रतिस्थापित किया जायेगा.
 - "समाशोधन गृह द्वारा" शब्दों के पश्चात दिखने वाले शब्द "यह अनिवार्यतः वित्तीय है, अर्थात हटा दिये जायेंगे तथा "वह होगा" शब्दों द्वारा प्रतिस्थापित किये जायेंगे.
- जी. उप नियम 3, भाग बी के खंड 3.8 में उप खंड डी के पश्चात एक नया उप खंड (ई) निम्नानुसार जोडा जायेगा:
 - "(ई) खरीददार की चुक के मामले में, जबिक एक सुपुर्दगी विक्रेता को लौटायी जाती है, तो एक्सचेंज द्वारा, खरीददार से वसूले गये दंड में से विक्रेता को मुआवजे का भुगतान किया जायेगा, उक्त के बावजूद, विक्रेता द्वारा मुआवजा प्राप्त करने के मामले में, समाशोधन गृह, माल का परिसमापन कर विक्रेता को मुआवजा देगा, ऐसे मामले में, उपचित माल के अच्छे शीर्षक सुनिश्चित करने की सभी सांविधिक वचनबध्दता को पूरा करने सहित, चूककर्ता खरीददार हानियों तथा दंडो के लिए जिम्मेदार होगा.'
- 22. समाशोधन भाग बी के खंड 3.10, में एक नया उपखंड 3 निम्नानुसार जोडा जायेगा :
 - "3. खंड 3.10 के उप खंड (1) तथा (2) के अंतर्गत प्रावधान, सेबी के अनुमोदन, यदि कोई, के तहत होंगे".
- 23. उप नियम 3, भाग बी के खंड 3.11 के उप खंड 2 में, "या ऐसे भुगतान करें" के पश्चात तथा "जैसा कि निर्धारित किया गया है" शब्दों से पहले, "चूक के लिए, हानि के दावे, यदि कोई, के लिए दंड तथा आर्थिक मुआवजे सहित" जोडा जायेगा.
- 24. उप नियम के भाग बी के खंड 3.11 के उप खंड 3 के अंतर्गत एक नया प्रावधान निम्नानुसार जोड़ा जायेगा:

"बशर्ते कि, आगे ऐसे मापदंड तथा प्रक्रियाएं यह सुनिश्चित करेंगे कि, संविदा की समाप्ति के पश्चात, विक्रेताओं को, सुपुर्देय उत्पादों को प्राप्त करने तथा सुपुर्दगी के लिए उपलब्ध कराने के लिए, उचित / पर्याप्त समय मिल सकेगा."

25. भाग बी के खंड 3.11 में एक नया खंड 5 निम्नानुसार जोडा जायेगाः

"5.इस खंड के अंतर्गत उत्पादों की सुपुर्दगियों के प्रायोजन के लिए, समय—समय पर सेबी के अनुमोदन के तहत एक्सचेंज द्वारा निर्धारित मानदंडों तथा प्रक्रियाओं के अनुरूप, एक्सचेंज द्वारा, मालगोदाम, अनुमोदित किया जायेगा".

- 26. भाग बी के उप नियम 3.12 के उप खंड 3 के पश्चात, नये उप खंड 4, उप खंड 5, उप खंड 6, तथा उप खंड 7 निम्नानुसार जोडे जायेंगे:
 - "4. संबंध्द प्राधिकारी, सामान्य के हित में वांछित ऐसे निलंबन या स्थगन करना आवश्यक लगने वाली परिस्थितियों में, किसी भी डील्स के संबंध में क्लोजिंग आउट निलंबित या स्थगित कर सकते है तथा समय समय पर ऐसे निलंबन या स्थगन की अविध को बढ़ा सकते है या स्थगित कर करते है, समाशोधन गृह तथा डिपॉजिटरी समाशोधन सिस्टम, जैसा भी मामला हो, के जिरए निपटान किये गये ऐसे उत्पादों में डील्स के संबंध में बिचौलियों की देयता, ऐसे निलंबन या स्थगन की अविध के दौरान जारी रहेगी.
 - उचित बाजार उपलब्ध न हो या यह निश्चित किया जाता है कि, विशेष पिरिस्थिती के कारण चूक हुई है, संबध्द प्राधिकारी, किसी मामला में क्लोज आउट निलंबित या स्थिगित कर सकता है, परंतु ऐसे किसी स्थगन में, पिरणामी क्षतियों के लिए भुगतान करने की वचनबध्दता से चूककर्ता सदस्य या बिचौलिये पक्षों को उनकी देयताओं से मुक्ति नहीं दी जा सकती.
 - एक्सचेंज द्वारा निम्नलिखित तरीके से सदस्य के खिलाफ क्लोजिंग आउट प्रभावी करेंगेः
 - संबध्द प्राधिकारी द्वारा निश्चित किये गये ऐसे मूल्य पर क्लोजिंग आउट की घोषणा करने द्वारा.
 - समय–समय पर संबंध्द प्राधिकारी द्वारा निश्चित किये गये अन्य किसी तरीके से.

- 7. यदि कोई सदस्य, जिसके खिलाफ, इन विनियमों के प्रावधानों के अंतर्गत डील क्लोज आउट की गई हो, वह क्लोजिंग आउट तथा क्षतियों, यदि कोई के कारण हुई हानि का भुगतान, समय—समय पर संबध्द प्राधिकारी द्वारा निर्धारित समय के अंदर नहीं कर पाता है तो, उसे चूककार्ता घोषित कर दिया जायेगा.
- 27. भाग बी के उप नियम 5.1 के खंड 2 के पश्चात एक नया उप खंड 3 के रूप में निम्नानुसार जोडा जायेगा:

"3.समय—समय पर सेबी के निर्देशों के अनुसार या स्वयं एक्सचेंज द्वारा उचित समझा जानेवाला, विशेष / तदर्श या अत्यधिक हानि मार्जिन, टेंडर अविध मार्जिन, समाप्ति पूर्व अविध मार्जिन, समाप्ति पूर्व मार्जिन, समाप्ति पूर्व मार्जिन, सुपुर्दगी मार्जिन, कॉन्सनट्रेशन मार्जिन सुपुर्दगी मार्जिन कॉन्सनट्रेशन मार्जिन तथा उसके जैसे अन्य अधिक ऊँचे या अतिरिक्त मार्जिन लागू किये जा सकते है."

- 28. उप नियम 5.8 भाग बी के संशोंधनों को निम्नानुसार संशोधित किया जायेगा :
 - ए. प्रथम पैरा (1) के रूप में क्रमांकित किया जायेगा
 - बी. उप खंड 2 उप खंड 1 के पश्चात निम्नानुसार जोडा जायेगा :
 - सदस्य / ग्राहक के भुगतान / मार्जिन वचनबध्दताओं को पूरा करने में चूकने के मामले में, एक्सचेंजों द्वारा, स्थिती को परिसमाप्त करने के लिए, निम्नलिखित वैकल्पिक उपायों को किया जा सकता है तथा बाजार नकदी की स्थिति, वॉलेटिलिटी, परिसमाप्त की जानी स्थिती आदि के आधार पर एक मॅच्ड बुक को पुनः प्राप्त किया जा सकता है, यहां उल्लिखित सूची में सूचीबध्द निम्नतर उपाय, केवल अत्याधिक असाधारण मौकों पर उपयोग में लाएं जाने चाहिए, जब एक्सचेंज को यह लगे कि, उपर के विकल्प को चुनकर मॅच्ड बुक पुनःप्राप्त नहीं कर पाएंगे तथा उनके द्वारा उसके लिए कारणों को भी लिखित में रिकॉर्ड किया जायेगा:
 - ए. विकल्प 1:सुव्यवस्थित तरीके से सामान्य बाजार में परिसमापन (यदि आवश्यक, शिथिल मूल्य सीमा के साथ):
 - बी. विकल्प 2 : विशिष्ट मूल्य बेंड के अंदर स्थितीयों की निलामी:

- सी. विकल्प 3: मुआवजे (दुगुनी दैनिक मूल्य सीमा के बराबर अंतिम मार्क—टू'मार्केट मूल्य का प्रतिशत) के साथ अंतिम मार्क—टू'मार्केट भाव पर स्वैच्छिक टिअर—अप तथा दंड (5 टक्के एसजीएफ में जमा किया जाय);
- डी. विकल्प 4: मुआवजे (तिगुनी दैनिक मूल्य सीमा के बराबर अंतिम मार्क-टू'मार्केट मूल्य का प्रतिशत) के साथ अंतिम मार्क-टू'मार्केट भाव पर आंषिक टिअर-अप (विपरीत स्थितियोंवाले सदस्यों/ग्राहकों के खिलाफ यथानुपात) तथा दंड (5 टक्के एसजीएफ में जमा किया जाय)."
- 29. उप नियम 5 भाग बी के खंड 5.10 में पैराग्राफस क्रमशः 1,2 तथा 3 के रूप में शुरू किये जाऐंगे तथा निम्नानुसार प्रतिस्थापित किये जायेंगे :
 - उप नियम 5, भाग बी के खंड 5.10 के पैरा

 मैं "उसके अबाधित विवेक में" शब्दों के
 पश्चात तथा "एक्सपोजर पर सीमाएं निर्धारित
 करें" से पहले, "या सेबी द्वारा निर्देशित किये
 अनुसार" शब्दों को जोडा जाय.
 - उप नियम 5, भाग बी के खंड 5.10 के पैरा
 में "उक्त खंड के अनुरूप" शब्दों के पश्चात, "या उसके अपने विवेक से या सेबी द्वारा निर्देशित किये अनुसार" शब्दों को जोडा जाय.
 - "वह ऐसी कार्रवाई कर सकते हैं" शब्दों से पहले तथा ''संबध्द प्राधिकारी ''शब्दों के पश्चात ''या सेबी'' शब्दों को जोडा जाय.
- 30. खंड 7.1 के पष्चात, भाग बी का एक नया खंड 7.1ए निम्नानुसार जोडा जाएः प्रथम पैरा के खंड (के) के पश्चातएक नया उप खंड 2 तथा उप खंड 3 जोडा जाय:
 - "2. उपर 7.1 के अनुसार, जब किसी भी सेगमेंट का एक समाशोधन सदस्य चूककर्ता घोषित किया जाता है तो, स्टॉक एक्सचेंज तुरंत ऐसे सदस्य को अन्य सभी सेगमेंटों में चूककर्ता घोषित करता है तथा अन्य स्टॉक एक्सचेंजों / समाशोधन निगम को सूचित करता है.
 - संबंध्द प्राधिकारी, चूककर्ता सदस्य के सहयोगियों के खिलाफ उचित कार्रवाई करेगा. इस उप खंड 7.3 के प्रयोजन के लिए, शब्द सहायोगी में निम्न व्यक्ति शामिल होंगे: इस उप खंड

10.3 के प्रयोजन के लिए 'सहयोगी' शब्द में निम्न व्यक्ति शामिल होंगे :

- ए. जो प्रत्यक्ष या अप्रत्यक्ष, स्वयं या अन्य व्यक्तियों के साथ संयुक्त रूप से, सदस्य पर नियंत्रण रखते हों, चाहे एकल व्यक्ति, कंपनी निकाय या फर्म हो, या ऐसी हस्तियों की पूंजी में 15 टक्के से अधिक की पर्याप्त हिस्सेदारी रखते हों; या
- बी. जिनके संबंध में सदस्य, एकल व्यक्ति या कंपनी निकाय या फर्म प्रत्यक्ष या अप्रत्यक्ष, स्वयं या अन्य व्यक्तियों के साथ संयुक्त रूप से नियंत्रण रखते हों; या
- सी. जिनके निदेशक या भागीदार सदस्य कंपनी निकाय या फर्म के भी निदेशक या भागीदार हों, जैसा भी मामला हो.

स्पष्टीकरण अभिव्यक्ति नियंत्रण का अर्थ, सेबी (शेयरों का पर्याप्त अधिग्रहण और अधिनीकरण) अधिनियम 2011 के विनियम 2 के खंड (ई) के अंतर्गत परिभिषत किये अनुसार अधिनियम 2011 के विनियम 2 के खंड (ई) के अंतर्गत परिभाषित किये अनुसार या इस संबंध में समय—समय पर सेबी द्वारा निर्धारित किये अनुसार होगा."

- उप नियम 8, भाग बी के खंड 8.1 का उप खंड
 1 निम्नानुसार प्रतिस्थापित किया जाए :
 - "1. समोशोधन गृह, रु. 10 (दस) करोड़ या समय—समय पर सेबी द्वारा निर्धारित किये अनुसार रकम का, न्यूनतम अंशदान रखेगा."
- 32. उप नियम 8, भाग बी के खंड 8.5 के उप खंड 1 का पैरा (सी) निम्नानुसार प्रतिस्थापित किया जाए :
 "(सी).समय—समय पर सेबी द्वारा या संबंध्द प्राधिकारी द्वारा उल्लिखित माध्यम तथा तरीके से बीमा या डिफॉल्ट आरक्षित निधि के निर्माण के लिए प्रिमियम का भुगतान."
- 33. उप नियम 8, भाग बी के खंड 8.7 निम्नानुसार प्रतिस्थापित किया जाए :

"1. एक समाशोधन सदस्य को चूककर्ता घोषित किये जाने, तथा इन उप नियमों, नियमों तथा विनियमों में प्रावधानित ऐसे डील्स के समाशोधन तथा निपटान परिचालनों के कारण होने वाली समाशोधन तथा निपटान वचनबध्दताओं को समाशोधन गृह को पूरा करने में चूकने वाले समाशोधन सदस्य के मामले में, संबध्द प्राधिकारी, निम्नलिखित क्रम में, वचनबध्दता को पूरा करने की सीमा तक, निपटान निधि तथा अन्य धन का उपयोग कर सकते हैं:

- ए) चूककर्ता सदस्य का धन (एसजीएफ को अंशदान सहित)
- बी) बीमा, यदि कोई
- सी) एसजीएफ के 5 टक्के के बराबर एक्सचेंज स्त्रोत
- डी) निम्नलिखित क्रम में एसजीएफ स्त्रोतः
 - 1. एसजीएफ पर दंड तथा निवेश आय
 - एसजीएफ को एक्सचेंज के अंशदान का
 25 टक्के
 - तदर्थ आधार पर एसजीएफ को शेष (गैर—चूककर्ता सदस्य तथा एक्सचेंज का)
- ई) एक्सचेंज के शेष स्त्रोत (आईएनआर 100 करोड़ को छोड़कर)
- एफ) गैर—चूककर्ता सदस्यों द्वारा कॅप्ड अतिरिक्त अंशदान (एसजीएफ को उनके अपेक्षित अंशदान के बराबर)
- जी) भुगतानों के तदर्थ हेयरकट द्वारा कवर किये जाने वाली कोई भी शेष हानि. केवल जब एक्सचेंज स्त्रोत आईएनआर 100 करोड़ से अधिक हों तभी आईएनआर 100 करोड़ को छोड़ा जाए.
- 34. उप नियम 9, भाग बी के खंड 9.3 का उप खंड (बी) निम्नानुसार प्रतिस्थापित किया जाएः
 - "(बी) समय—समय पर सेबी द्वारा निर्धारित तथा निधि को अंतरित सीमा के तहत एक्सचेंज द्वारा परिचालनात्मक लागत की कटौती के पश्चात लागू किये गये/वसूले गये, निपटान संबंधी दंडों के अलावा (सुपुर्दगी चूक के लिए दंडों सहित) सभी दंड."
- 35. "सभी दंडों की रकम" शब्दों के पश्चात तथा "जब और जैसे लागू किये गये तथा वसूले गये" शब्दों से पहले उप नियम 9, भाग बी के खंड 9.6 के उप खंड (बी) में निपटान संबंधी दंडों के अलावा" शब्दों को जोड़ा जाए."
- 36. उप नियम 9, भाग बी का खंड 9.21 निम्नानुसार प्रतिस्थापित किया जाए :

"9.21. ब्याज की आय का उपयोग :

एक्सचेंज के निदेशक मंडल द्वारा, निवेशकर्ता के शिक्षा बोध या सेबी द्वारा प्राधिकृत ऐसे अन्य कार्यक्रम के लिए, केवल निधियों पर कमाए गए ब्याज का उपयोग अनुमत किया जा सकता है, इस प्रयोजन के लिए निधि के संग्रह (कॉर्पस) का उपयोग नहीं किया जायेगा."

37. उप नियम 9, भाग बी के खंड 9.32 में ''प्रतिभूति कानून'' शब्दों को ''सेबी'' शब्द द्वारा प्रतिस्थापित किया जाए.''

दिनांक : 8 फरवरी, 2017 श्री समीर शाह स्थान : मुंबई प्रबंध निदेशक एवं सीईओ

नैशनल कोमोडिटी एंड डेरिवेटिव्ज एक्सचेंज लिमिटेड मुम्बई

सेबी के अनुमोदन के तहत, नैशनल कोमोडिटी एंड डेरिवेटिब्ज एक्सचेंज लिमिटेड के नियमों में निम्नलिखित संशोधन किया जाना प्रस्तावित है. सूचना/सार्वजनिक टिप्पणी/आलोचना के लिए, प्रतिभूति संविदाओं (विनियम) नियम 1957 के नियम 18 के अनुसार प्रस्तावित संशोधनों को प्रकाशित किया गया है. संशोधनों पर यदि किसी व्यक्ति की कोई टिप्पणी /प्रेक्षण हो तो, वे उसे प्रकाशन की तारीख से पंद्रह दिनों के अंदर, नैशनल कोमोडिटी एंड डेरिवेटिब्ज कोमोडिटी लिमिटेड को gazette@ncdex.com पर भिजवाएं. उक्त पंद्रह दिनों के पश्चात प्राप्त प्रेक्षणों पर विचार नहीं किया जाऐगा. पंद्रह दिनों की समाप्ति पर ड्राफ्ट तुरंत विचाराधीन ले लिया जाऐगा.

नैशनल कोमोडिटी एंड डेरिवेटिव्ज एक्सचेंज लिमिटेड के नियमों में प्रस्तावित (ड्राफ्ट) संशोंधन

- 1. संक्षिप्त शीर्षक एवं प्रारंभ
 - यह संशोधन एनसीडीईक्स नियम (संशोधन) 2017 (2017 का 1) कहा जाऐगा.
 - भारत के राजपत्र में अधिसूचना की तारीख से यह प्रभावी किया जाऐगा.
- नियम 1 के उप नियम 1 में "बोर्ड" की परिभाषा को निम्नानुसार प्रतिस्थापित किया जाऐगाः

"बोर्ड" या "नियंत्रक बोर्ड" से अभिप्रेत, नैशनल कोमोडिटी एंड डेरिवेटिव्ज एक्सचेंज लिमिटेड के निदेशकों का बोर्ड चाहे जिस नाम से भी पुकारा जाय, उनके पास प्रबंधक तथा संचालन का सामान्य अधिकार तथा एक्सचेंज के सभी सदस्यों तथा एक्सचेंज के आर्टिकल्स, नियमों, उप नियमों तथा विनियमों के विभिन्न प्रावधानों के अंतर्गत निहित सभी मामलों, तथा प्रतिभूतियों या अन्य किन्ही लिखतों और या एक्सचेंज प्लेटफॉर्म पर विक्रित डेरिवेटिव्ज पर संपूर्ण क्षेत्रािकार प्राप्त निदेशक मंडल."

3. उप नियम 7 ए में दर्शायी गयी ''कोमोडिटी डेरिवेटिव'' की परिभाषा तथा नियम 1 के उप नियम 7 बी में दर्शायी गयी ''संविदा'' की परिभाषा को क्रमशः 8 तथा 9 के रूप में पुनःक्रमांकित किया जाय.

- 4. वर्तमान उप नियम 9 तथा 10 को क्रमशः उप नियम 10 तथा 11 के रूप में प्नःक्रमांकित किया जाए.
- 5. नियम 1 के उप नियम 10ए तथा 10आय को क्रमशः उप नियम 12 से 20 के रूप में पुनःक्रमांकित किया जाए.
- 6. नियम 1 के उप नियम 8 में दर्शायी गयी ''ट्रेडिंग सदस्य'' की वर्तमान परिभाषा को, ''निपटान गारंटी निधि'' की परिभाषा जो अभी उप नियम 21 के रूप में दर्शायी गयी है उसके पश्चात उप नियम 22 के रूप में क्रमांकित किया जाए.
- 7. नियम 1 के वर्तमान उप नियम 11 की परिभाषा में, "निपटान" शब्द के पश्चात तथा "निधि" शब्द से पहले "गारंटी" शब्द जोड़ा जाये.
- 8. नियम 2 के उप नियम 2 में दर्शाये गये वर्तमान शब्द तथा प्रतीक ''केंद्र सरकार, निदेशक के रूप में नियुक्त किये जाने के लिए, उसके प्रतिनिधि के रूप में एक व्यक्ति को तथा फॉरवर्ड संविदाएं विनियम अधिनियम 1952 के रूप में एक व्यक्ति को, तथा फॉरवर्ड संविदाएं विनियम अधिनियम 1952 की धारा 6(2) (बी) के अनुरूप, निदेशक के रूप में नियुक्त किये जाने के लिए, एक्सचेंज की सदस्यता के जिरए नामित प्रत्यक्ष इंटरेस्ट का प्रतिनिधित्व न करने वाले 3 व्यक्तियों को नामित करेंगे, निदेशकों की ऐसी किसी नियुक्ति की इन नियमों के प्रावधानों के अंतर्गत किया गया माना जाऐगा. ''को रद्द किया जाये तथा उसे'' सेबी द्वारा निर्धारित मापदंडों तथा शर्तों के अनुरूप तथा एसईसीसी विनियमों, 2012 में निहित प्रावधानों के अनुरूप 'शब्दों द्वारा प्रतिस्थापित किया जाए.
- 9. नियम 2 के उप नियम 3 को निम्न तरिके से प्रस्तापित किया जाए :
 - बोर्ड के निदेशकों की नियुक्तियां, बोर्ड का संयोजन तथा बोर्ड की समितियां, प्रतिभूती (संविदाएं) विनियम अधिनियम 1956 के अंतर्गत, कंपनी अधिनियम 2013 या केंद्र सरकार या सेबी, कैसा भी मामला हो, द्वारा बोर्ड के निदेशकों के लिए, निर्धारित मापदंड तथा प्रक्रियाओं के अनुरूप होगी.
- 10.नियम 2 के उप नियम 4 में, ''नियम तथा विनियम'' शब्दों के पश्चात तथा 'समय—समय पर'' शब्दों के पहले, ''सेबी से पूर्व अनुमोदन के तहत तथा प्रतिभूति कानूनों के अनुरूप'' शब्दो तथा प्रतीकों को जोडा जाए.
- 11.नियम 2 के उप नियम 7 में, "बोर्ड द्वारा" शब्दों के पश्चात तथा "समय—समय पर" शब्दों से पहले "सेबी के निर्देशों के अनुरूप तथा एसईसीसी विनियम, 2012 के प्रावधानों के अंतर्गत" शब्दों तथा प्रतीकों को जोडा जाए.
- 12.नियम ४ को निम्नानुसार संशोधित किया जाएः
 - ए. वर्तमान में ''कार्यकारी समिति'' के रूप में दिखनेवाला शीर्षक, हटा दिया जाए तथा ''बोर्ड की समिती'' जैसे शीर्षक से प्रतिस्थापित किया जाय.

- ब. उप नियम 4.1 का खंड 1 निम्नानुसार किया जाएः
 - "कार्यकारी समिति" के रूप में जानी जाने वाली समिति सहित, समय—समय पर सेबी द्वारा उल्लिखित किये अनुसार एनसीडीईक्स के नियंत्रक बोर्ड द्वारा, बोर्ड की एक या अधिक समितियां नियुक्त की जायेंगी."
- सी. उप नियम ४.१ का खंड २ निम्नानुसार प्रतिस्थापित किया जाएः

"2.बोर्ड द्वारा समय—समय पर उल्लिखित मापदंडों के अनुरूप समितियों का गठन किया जाऐगा. बोर्ड द्वारा संगठित कार्यकारी समितियों में अन्य बातों के साथ निम्न शामिल होंगे:

- ए. एनसीडीईक्स का प्रबंध निदेशक
- बी. एसईसीसी विनियमों के अंतर्गत सेबी द्वारा निश्चित किये अनुसार ऐसे व्यक्तियों की अधिक संख्या नही.
- सी. एक्सचेंज की सदस्यता के जरिए प्रत्यक्ष प्रतिनिधित्व न करने वाले इंटरेस्ट का प्रतिनिधित्व करने वाले ऐसे व्यक्तियों की अधिक संख्या नहीं
- डी. समय-समय पर एसईसीसी विनियमें के अंतर्गत बोर्ड तथा सेबी द्वारा निश्चित किये अनुसार ऐसे व्यक्तियों तथा ऐसे अन्य व्यक्तियों को."
- डी. ''समय—समय पर प्राधिकारी'' शब्दों के पश्चात'' एसईसीसी 2012 के प्रावधानों के अनुरूप'' शब्दों तथा प्रतीकों को जोडा जाए.
- इ. उप नियम 4.1 में निम्नानुसार एक नया खंड 5 जोडा जाए :
 - "5. इसमें निहित किसी भी बात के बावजूद, कार्यकारी सिमितियों के गठन, नियुक्तियों तथा संयोजन सिहत, कॉर्पोरेट गर्वनन्स मापदंडों से डील करने वाले सेबी के परिपत्रों या निर्देशों का पालन किया जाए."
- एफ. उप नियम 4.2 का वर्तमान शीर्षक ''कार्यकारी समिति के अधिकार'' हटा दिया जाए तथा उसे ''समितियों के अधिकार'' के साथ प्रतिस्थापित किया जाए.
- जी. नियम 4 के उप नियम 4.2 के खंड 1 में वर्तमान शब्दों ''बोर्ड प्रत्यायोजित कर सकते हैं'' से पहले, ''एसईसीसी के अंतर्गत तथा के प्रावधानों के अनुरूप गठित समितियों को दिये गये अधिकारों के बावजूद'' शब्दों तथा प्रतीकों को जोडा जाए.
- एच. नियम 4 के उप नियम 4.6 के खंड 1 से पहले, 'एसईसीसी में निहित प्रावधानों तथा समय—समय पर सेबी द्वारा अधिसूचित किये अनुसार के बावजूद'' शब्दों को जोडा जाए.

- 13.नियम 5.2 के उप नियम (2) को निम्नानुसार प्रतिस्थापित किया जाए :
 - "2. ट्रेडिंग / समाशोधन सदस्यों के प्रवेश, निलंबन, निष्कासन, पुनःप्रवेश तथा उनके अधिकार एवं विशेषाधिकार, सेबी (स्टॉक ब्रोकरों तथा सब—ब्रोकर्स) विनियम, 1992, प्रतिभूति संविदाएं (विनियम) नियम 1957 तथा समय—समय पर संशोधित, एक्सचेंज के उप नियमों, नियमों तथा विनियमों के प्रावधानों के तहत होंगे."
- 14. उप नियम 5.2 का वर्तमान खंड (3) हटा दिया जाए तथा प्रतिस्थापित किया जाए तथा उप नियम 5.2 निम्नानुसार संशोधित किया जाएः
 - ए. "3. समय–समय पर संबंध्द प्राधिकारी द्वारा उल्लिखित किये गये प्रारूप तथा तरीके के अनुसार, ऐसे शुल्क प्रतिभूति जमा तथा अन्य धन के साथ आवेदन प्रस्तुत किया जाना होगा"
 - बी. "4. समय—समय पर सेबी (स्टॉक ब्रोकरों तथा सब—ब्रोकर्स) विनियम, 1992 में उल्लिखित किये अनुसार, विभिन्न श्रेणी के सदस्यों द्वारा न्यूनतम शुध्द साख तथा जमा अपेक्षाओं को संतोषजन रूप से पूरा किया जाए."
- 15.4 से 18 तक के सभी वर्तमान खंडों को संशोधित तथा क्रमशः 5 से 19 के रूप में पुनः क्रमांकित किया जाए.
- 16.नियम 5 के उप नियम 5.5 में निम्नानुसार संशोंधन किया जाए :
 - ए. पैरा की प्रथम लाइन में पहले वर्ण ''(ए)'' लगाया जाए. बी. दूसरे पैरा के पहले वर्ण ''(बी)'' लगाया जाए.
- 17.नियम 5 के उप नियम 5.6 में निम्नानुसार संशोंधन किया जाएः
 - ए. प्रथम, दूसरा तथा तृतीय पैरा के क्रमशः (ए), (बी), (सी) के रूप में क्रमांकित किया जाए.
- 18.नियम 5 के उप नियम 5.10 में निम्नानुसार संशोंधन किया जाए :
 - ए. प्रथम, दूसरा तथा तृतीय पैरा के क्रमशः (ए), (बी), (सी) के रूप में क्रमांकित किया जाए.
- 19.नियम ६ में दिखने वाला शीर्षक "ट्रेडिंग सदस्यता / समाशोधन सदस्यता" को, "अनुशासनात्मक कार्यवाहियों, दंडों, निलंबनों तथा निष्कासनों" से प्रतिस्थापित किया जाए.
- 20.नियम 6 के उप नियम 6.1 में स्पष्टीकरण निम्नानुसार जोडा जाए :

"स्पष्टीकरण : इन नियमों के प्रयोजन के लिए, एनसीडीईएक्स के बोर्ड द्वारा संगठित अनुशासनात्मक कार्रवाई समिति, संबंध प्राधिकारी होगी तथा इन नियमों के प्रावधानों के अनुसार कार्य करेगी.

- 21.नियम 6 के उप नियम 6.1 को निम्नानुसार प्रतिस्थापित किया जाए :
 - "6. चूककर्ता की घोषणा के परिणाम निम्न होंगे : चूक संबंधी, भाग-ए के अध्याय 10 तथा भाग-बी के अध्याय 7 के प्रावधान, एक्सचेंज से निकाले गये ट्रेडिंग/ समाशोधन सदस्य पर लागू होंगे, मानो ऐसे ट्रेडिंग/समाशोधन सदस्य को चूककर्ता घोषित किया गया हो."

दिनांक : ८ फरवरी, २०१७ समीर शाह स्थान : मुंबई प्रबंध निदेशक एवं सीईओ

WESTAT INDIA SOCIAL SCIENCES PRIVATE LIMITED (Under Member's Voluntary Winding up) CIN: U74900DL2010FTC198229

New Delhi-110 001

FORM NO. 155 (See Rule 329)

Member's Voluntary winding-up

NOTICE CONVENING FINAL MEETTING

Notice is hereby given in pursuance of section 497 of the Companies Act, 1956 that the Final General Meeting of the members of the above named company will be held at the registered office of the company at 301-303, Tolstoy House, 15, Tolstoy Marg, New Delhi-110001 on Monday, the 27th day of February 2017 at 11.00AM for the purpose of having an account laid before them showing the manner in which the winding-up has been conducted and the property of the Company disposed off and of hearing any explanation that may be given by the Liquidator and also for determining by a special resolution of the Company, the manner in which the books, accounts and documents of the Company and of the Liquidator shall be disposed off.

Dated: 25.01.2017 Place: New Delhi

For Westat India Social Sciences Private Limited (under Member's Voluntary Winding-up)

Sd/-

VINEET OJHA

Liquidator Chartered Accountant M.No.: 071062

NATIONAL COMMODITY & DERIVATIVES EXCHANGE LIMITED

Mumbai

Subject to SEBI's approval, it is proposed to make the following amendments in the Bye Laws of National

Commodity & Derivatives Exchange Limited. 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 may send the same to the Exchange at gazette@ncdex.com 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.

PROPOSED (DRAFT) AMENDMENT TO THE BYE LAWS OF THE NATIONAL COMMODITY & DERIVATIVES EXCHANGE LIMITED

- 1. Short title and commencement
 - (1) This amendment may be called NCDEX Bye Laws (Amendment), 2017 [1 of 2017].
 - (2) It shall come into force with effect from the date of notification in Gazette of India.
- 2. In the National Commodity & Derivatives Exchange Bye Law 1(Part A) shall be amended as under:
 - (1) A new definition of "Books of accounts, records and documents" shall be inserted as Bye Law 1 (2A), of Part A as under:
 - "2A. "Books of accounts, records and documents" includes books of accounts, records and documents, which are required to be maintained under Securities Contracts (Regulation) Act, 1956 and Rules framed thereunder, Rules, Bye Laws and the Regulations of the Exchange and any other law for the time being in force and records maintained in a computer or in any magnetic form."
 - (2) A new definition of "Buyer" shall be inserted as Bye Law 1 (2B), of Part A as under:
 - "2B. "Buyer" means the buying Constituent and the buying member acting as his broker and agent and denotes the buying member when he is dealing on his own account as a principal."
 - (3) A new definition of "Comtrack" shall be inserted as Bye Law 1 (11A), of Part A as under:
 - "11A. "Comtrack" is an electronic web based repository system which facilitates electronic accounting of commodities deposited in the Exchange approved Warehouses and facilitates transfer of such deposited commodities against the obligations arising out of the trades executed on NCDEX online trading platform under the Clearing and Settlement process of the Exchange."
 - (4) A new definition of "Comtrack Participants" shall be inserted as Bye Law 1 (11B), of Part A as under:

- "11B. "Comtrack Participants" (CPs) are entities admitted as such for recording the transfer and withdrawal of commodities from exchange approved warehouses in accordance with the norms for admission as prescribed by the Relevant Authority from time to time."
- (5) A new definition of "Derivative" shall be inserted as Bye Law 1 (17A) as under:
 - "17A. "Derivative"- includes
 - (A) a security derived from a debt instrument, share, loan, whether secured or unsecured, risk instrument or contract for differences or any other form of security;
 - (B) a contract which derives its value from the prices, or index of prices, of underlying securities;
 - (C) commodity derivatives; and
 - (D) such other instruments as may be declared by the Central Government to be derivatives"
- (6) A new definition of "Option in Securities" shall be inserted as Bye Law 1 (31A) of Part A after the definition of 'Open Interest' in Bye Law 1 (31) as under:
 - "31A. "option in securities" means a contract for the purchase or sale of a right to buy or sell, or a right to buy and sell, securities in future, and includes a teji, a mandi, a teji mandi, a galli, a put, a call or a put and call in securities"
- (7) A new definition of "Securities" shall be inserted as Bye Law (34 H) of Part A as under:
 - "34 H "Securities" shall mean the Securities as defined in Section 2(h) of the Securities Contracts (Regulation) Act, 1956 as amended from time to time."
- (8) A new definition of "Segment" shall be inserted as Bye Law (34 I) of Part A as under:
 - "34 I. "Segment" means and includes a division for trading and clearing of derivatives or goods at NCDEX, as approved by SEBI or as classified by the Relevant Authority from time to time, and a part thereof."
- (9) A new definition of "Seller" shall be inserted as Bye Law (34 J) of Part A as under:
 - ""Seller" shall mean the selling Constituent and the selling Member acting as his broker and agent and denotes the selling member when he is dealing on his own account as a principal."

- (10) A definition of "Warehouse Receipt" defined under Bye Law 1 (43), shall be substituted as under:
 - "43. "Warehouse Receipts" means a Warehouse Receipt as defined under Section 2 (u) of the Warehousing (Development and Regulation) Act, 2007 as amended from time to time."
- (11) A new definition of "Warehouse" shall be inserted as Bye Law 1 (44) of Part A as under:
 - "44. "Warehouse" shall mean the Warehouse as defined under Section 2 (s) of the Warehousing (Development and Regulation) Act, 2007 as amended from time to time."
- (12) A new clause after the definition of "Warehouse" shall be inserted as Bye Law 1 (45) as under:
 - "45. The words and expressions used and not defined under this Bye-laws but defined in the Companies Act, 2013 or Securities Laws or the Warehousing (Development and Regulation) Act, 2007 shall have the meanings respectively assigned to them in those Acts"
- 3. In sub clause 1 of clause 5.1 of Bye Law 5, Part A, after the word "SCRA" and before the word "or any other relevant enactment." the word "SEBI (Stock Brokers and Sub Brokers) Regulations, 1992" shall be inserted.
- 4. A new sub clause 6 shall be inserted in clause 5.1 of Bye Law 5, Part A, as under:
 - "6. The trading members shall pay such transaction charges as may be levied by the Exchange in accordance to the norms as specified by SEBI."
- 5. A new sub clause 11 shall be inserted in clause 5.2 of Bye Law 5, Part A, as under:
 - "11. Trading Member(s) shall carry out Systems Audits as per the framework prescribed by SEBI and notified by the Exchange from time to time."
- 6. Sub clause 3 and Sub clause 4 of Clause 6.5 of Bye Law 6, Part A shall be substituted as under:
 - "3. Any annulment made pursuant to clauses (1) and (2) above, shall be final and binding upon the parties to trade(s). In such an event, the trading member shall be entitled to cancel the relevant contracts with its constituents, subject to the criteria and the procedures prescribed thereof from time to time.
- 4 The Relevant Authority shall prescribe such norms and procedures for Annulment of Trade(s) either on its own or as may be directed by SEBI from time to time."

7. Bye Law 7, Part A, shall be substituted as under:

"7. TRADING SYSTEM AND MARKET MAKERS

7.1 Trading System:

- 1. The Exchange shall provide the electronic platform for Trading, Clearing and Settlement as prescribed by the relevant authority or the SEBI as the case may be from time to time.
- 2. The Exchange shall make the arrangements for Testing of software used in or related to Trading and Risk Managements including software used for Algorithmic trading and shall prescribe the norms, procedures, terms and conditions form time to time as may be directed by SEBI from time to time.
- The Exchange shall prescribe norms, procedures, terms and conditions for cyber security and cyber resilience policy as my be directed by SEBI from time to time.
- 4. The Exchange shall refer to the standing committee or such other committee to investigate all instances of hanging/slowdown/breakdown and any other problems in the computerized Trading system and report the same to SEBI in the manner as may be prescribed by SEBI from time to time and take such remedial measures as may be required or advised by SEBI/Board.

7.2 Market Makers:

- Contracts or commodities, which will be eligible for market making, if at all, will be specified by the relevant authority from time to time.
- 2. The Exchange may prescribe from time to time the criteria for eligibility of market markers, procedure for registration, functions, rights, liabilities of market makers, suspension and prohibition of market makers and operational parameters for market makers."
- 8. Bye Law 8, Part A shall be amended as under
 - a. A new Sub clause 3, inserted in Clause 8.1 as under:
 - "3. The provisions under sub clause (1) and (2) of clause 8.1, shall be subject to the approval of SEBI, if any"
 - b. A title to the clause 8.2 which is mentioned as "Trading System" shall be substituted with the term "Deals through Trading System."
 - c. The word "may"appearing after the word 'the Exchange' and before the word 'make arrangement' in Sub Clause 1 of Clause 8.2,shall be substituted with the word "shall".
 - d. The each paragraph of the Clause 8.6 shall be prefixed with the numbers as 1, 2, and 3 respectively.

- 9. The paragraphs to Clause No.9.4 of Bye Law 9, Part A shall be prefixed with the numbers as 1 and 2 respectively.
- 10. The Clause 9.3, of Bye Law 9, Part A shall be substituted as under:
 - "(1) A trading member shall have the right to demand from its constituent the margin deposit he has to provide under these Bye Laws, Rules and Regulations in respect of the business done by it for such constituent. A trading member shall also have the right to demand from its constituent an initial margin in cash / bank guarantee / fixed deposit receipts / warehouse receipts or such other acceptable mode of collateral as notified by the Exchange from time to time. The trading member shall collect the requisite margin(s) before executing an order and/or to collect further margin deposit or additional margin according to changes in market prices.
 - (2) The constituent shall, when from time to time called upon by the trading member forthwith provide the margin deposit and/or furnish additional margin as required under these Bye Laws, Rules and Regulations in respect of the business done for him by and/or as agreed upon by him with the trading member concerned.
 - (3) A Trading Member shall be liable to pay penalties for non-collection/short-collection of margins as prescribed by the Exchange from time to time subject to directions of SEBI and as per the norms and procedures notified by the exchange from time to time."
- 11. The each paragraph in clause 9.4 of Bye Law 9, Part A, shall be prefixed with the numbers as (1), (2) respectively.
- 12. The first paragraph of the Clause 10.1 of Bye Law 10, Part A, shall be prefixed with the number as (1)
- 13. A new Sub Clause 2 and Sub Clause 3, inserted after clause (h) of the first paragraph of Clause 10.1 of Bye Law 10, Part A as under:
 - "2. When a trading member of any segment is declared a defaulter in terms of 10.1 above, the Stock Exchange shall immediately declare such member as defaulter in all other segments and inform the other Stock Exchange/Clearing Corporation.
 - 3. The relevant authority shall take appropriate action against the associates of the defaulter member

For the purpose of this sub clause 10.3, the term 'associate' shall include a person:

a. who, directly or indirectly, by itself, or in combination with other persons, exercises control over the member, whether individual, body corporate or firm or holds substantial share of not less than 15% in the capital of such entities; or

b. in respect of whom the member, individual or body corporate or firm, directly or indirectly, by itself or in combination with other persons, exercises control; or

c. whose director or partner is also a director or partner of the member, body corporate or the firm, as the case may be.

Explanation: The expression "control" shall have the same meaning as defined under clause (e) of Regulation 2 of the SEBI (Substantial Acquisition of Shares and Takeovers) Regulations, 2011 or as SEBI may prescribe in this regard from time to time."

- 14. A new definition of "Investor" shall be inserted as Sub clause 7 of Clause 11.1 of Bye Law 11, Part A after the definition of 'Decision' in Sub clause 6 of Clause 11.1 of Bye Law 11, Part A as under:
 - "7. "Investor" for the purpose of this chapter shall mean anyone who have entered into a deal as defined in the Bye Law 1.14 of Part A of the NCDEX Bye Laws."
- 15. The existing Clauses 11.7, 11.8 and 11.9, of Clause 1 of Bye Law 11, Part A shall be renumbered as 11.8, 11.9 and 11.10 respectively.
- 16. A new Sub Clause 3, inserted in Clause 11.2 of Bye Law 11, Part A, as under:

"3. Combined Arbitration:

- (a) Notwithstanding anything contained herein above, where multiple claims, differences and disputes arise—as referred to in Clause 11.2.1 above, between a Member (Trading and Clearing) and its Constituents (more than one) then, all such claims, differences and disputes shall be referred to a common Arbitral Tribunal if such claims, differences and disputes have arisen out of the common act of the Member (Trading or Clearing). For the purpose of this Clause, common act shall mean the action of Member (Trading or Clearing) which has given rise to a dispute between the Member (Trading or Clearing) and its Constituents.
- (b) The combined Arbitration proceedings shall be in accordance to the procedure prescribed by the Relevant Authority in terms of Bye-law 11.5.3 read with 11.5.7 of Part A of Exchange Bye-laws."

- 17. The paragraphs to Clause No.11.22 of Bye Law 11, Part A shall be prefixed with the numbers as 1, 2, 3 and 4 respectively.
- 18. The new clauses 4 and 5 inserted in Bye Law 2, Part B, after Sub clause No. 3 as under:
 - "4. The proceeds arising out of invocation of the bank guarantees furnished by the Clearing Member in lieu of security deposits or additional deposits on being invoked by the Clearing House of the Exchange shall not be reckoned as part of the Clearing Member's deposits for the purpose of enablement or exposure, etc.
 - 5. The Clearing House of the Exchange may utilise the proceeds of the bank guarantee so invoked for the purpose of settlement of claims/ dues of clients, Clearing Corporation, the stock exchange or SEBI against the Clearing Member. The surplus, if any, shall be refunded to the Clearing Member."
- 19. A new Clause inserted as Clause 3.1A, in Bye Law 3, Part B, as under:

"3.1 A CLEARING AND SETTLEMENT

Settlement shall be effected by clearing members giving and receiving delivery and paying and receiving funds as may be specified by the relevant authority from time to time in the Bye Laws and Regulations.

- 1. Settlement Finality
- a) Payment and settlement in respect of a deal shall be final, irrevocable and binding on the Clearing Members.
- b) When a settlement has become final and irrevocable, the right of the Clearing House of the Exchange to appropriate any collaterals or deposits or margins contributed by the clearing member towards its settlement or other obligations in accordance with these Byelaws shall take priority over any other liability of or claim against the said clearing member.
- c) For removal of doubts, it is hereby declared that the settlement, whether gross or net, referred to in Clause (a) above is final and irrevocable as soon as the money, securities or other transactions payable as a result of such settlement is determined, whether or not such money, securities or other transactions is actually paid.
- d) The payment and settlement in respect of a deal shall be determined in accordance with the netting or gross procedure as specified by the relevant authority with the prior approval of SEBI through the circulars issued by the Clearing House of the Exchange from time to time.

Explanation 1: For the purpose of Clause (d) above, "netting" means the determination by Clearing House of the Exchange of net payment or delivery obligations of the clearing members by setting off or adjustment of the inter se obligations or claims arising out of buying and selling of securities including the claims and obligations arising out of the termination by the Clearing House of the Exchange, in such circumstances as the Clearing House of the Exchange may specify in Byelaws, of the deals admitted for settlement at a future date, so that only a net claim be demanded, or a net obligation be owed.

Explanation 2: For removal of doubts, it is hereby declared that claims and obligations arising out of the termination by the Clearing House of the Exchange referred to in Explanation 1 shall mean claims and obligations arising out of deals closed out in accordance with these Byelaws.

2. Right of Clearing House of the Exchange.

The right of clearing House of the Exchange to recover the dues from its clearing members, arising from the discharge of their clearing and settlement functions, from the collaterals, deposits and the assets of the clearing members, shall have priority over any other liability of or claim against the clearing members."

- 20. The existing Clause 3.1 of Bye Law 3, Part B, shall be renumbered as Clause 3.1B and further amended as under:
 - a. The paragraphs to Clause 3.1B shall be prefixed with the numbers as 1, 2, 3, 4, 5, 6 and 7 respectively.
 - b. A new Sub Clause 8 shall be inserted in clause 3.1B, after Sub Clause 7, of Bye Law 3, Part B, as under:
 - "8. Clearing and settlement of deals shall be effected by clearing members by prescribing and using such arrangements, systems, agencies or procedures as may be specified by the relevant authority from time to time. Without prejudice to the generality of the above, the relevant authority may prescribe or specify from time to time such custodial, repository and other services for adoption and use by clearing members and their constituents to facilitate smooth operation of the clearing and settlement arrangement or system"
- 21. The existing Clause 3.8 of Bye Law 3, Part B, shall be amended as under:
 - a. The first two paragraphs to Clause 3.8 shall be prefixed with the alphabet as (a) and (b) respectively;

- b. The words "except that the selling member (unless he be himself the delivering member) shall be released from all responsibility in regard to the title, ownership, genuineness, regularity and validity of the documents/commodity received by the receiving member and in regard to the loss and damages arising therefrom, which shall be dealt with in accordance with the provisions of Bye Laws and Regulations thereof" appearing in the first paragraph after the word "thereby" and before the second paragraph shall stand deleted;
- c. The words "except that the Clearing House shall not be responsible in respect of the title, ownership, genuineness, regularity and validity of the documents delivered or received and in regard to the loss and damages arising therefrom, which shall be dealt with in accordance with the provisions of Bye Laws and Regulations thereof" appearing in the second paragraph after the word "thereby" and appearing before the third paragraph shall stand deleted.
- d. The third paragraph to Clause 3.8 and the proviso thereto shall stand amended as under:
- (i) The paragraph shall be prefixed with the alphabet (a);
- (ii) The words "in sub clause (a) and (b)" shall be inserted after the word 'Notwithstanding anything contained' and before the word 'above,';
- (iii) The words appearing as"the Clearing House may specify either generally or specifically that the "after the word 'above,' and before the words 'Clearing House shall be counterparty' shall stand deleted;
- (iv) The words "and shall ensure good delivery." shall be inserted after the words 'admitted for clearing and settlement' and before the words 'The Clearing House shall undertake to guarantee';
- (v) The words appearing as "except the fact that in respect of failure on the part of the seller in tendering delivery, the Clearing House shall be responsible only to settle the difference amount and not to give physical delivery to the buyer." after a newly inserted words 'and shall ensure good delivery' and before words 'The Clearing House shall undertake to guarantee', shall stand deleted.;
- (vi) The word "financial" appearing after the words 'The Clearing House shall undertake to guarantee the' and before the words 'settlement of all deals' shall stand deleted.

- e. The first proviso of Clause 3.8 of Bye Law 3, Part B shall be amended with the insertions as under:
 - The existing first proviso shall be replaced with "Provided that the Clearing House may make adequate arrangements with Warehouse(s) or any other person in order to ensure settlement and good delivery."
- f. The second proviso of Clause 3.8 of Bye Law 3, Part B shall be amended with the insertions as under:
 - The words "Provided however that the nature of" shall stand deleted and substituted by the words "The financial";
 - ii. The words "is strictly financial, that is" appearing after the words 'by the Clearing House' shall stand deleted and substituted by the words "shall be that:"
- g. A new sub clause (e) shall be inserted after the sub clause (d) in Clause 3.8 of Bye Law 3, Part B, shall be as under:
 - "(e) In case of a buyers default, the Exchange shall pay to seller a compensation out of penalty recovered from buyer while the delivery is returned to the seller.

Notwithstanding the above, in the event the seller opting for the compensation the clearing house shall liquidate the goods and compensate the seller in such an event the defaulting buyer shall be responsible for losses and penalties, including fulfillment of all statutory obligation ensuring good title of the goods which may be accrued."

- 22. A new sub clause 3 shall be inserted in clause 3.10 of Part B, as under:
 - "3. The provisions under sub clause (1) and (2) of clause 3.10, shall be subject to the approval of SEBI, if any"
- 23. The words "including the penalty for default and monetary compensation towards the claim of loss, if any,"shall be inserted after the words 'or make such payment' and before the words 'as has been prescribed', in Sub Clause 2 of Clause 3.11 of Bye Law 3, Part B.
- 24. A new proviso shall be inserted under sub clause 3 of clause 3.11 of Part B of Bye Law as under:

"Provided further, such norms and procedures shall ensure that delivery period shall be such reasonable amount of time to the sellers to acquire the deliverable commodity and make it available for delivery after expiry of the contract"

- 25. A new sub clause 5 shall be inserted in clause 3.11 of Part B, as under:
 - "5. For the purpose of deliveries of commodities under this clause the Exchange shall approve Warehouse in accordance to the norms and procedures as prescribed by Exchange subject to the approval of SEBI from time to time"
- 26. A new sub clause 4, Sub Clause 5, Sub Clause 6 and Sub Clause 7 shall be inserted after Sub Clause 3 of in Bye Law 3.12 of Part B, as under:
 - "4. The Relevant Authority may suspend or postpone closing-out in respect of any deals and from time to time extend or postpone the period of such suspension or postponement when circumstances appear in its view to make such suspension or postponement desirable in the general interest. The liability of intermediaries in respect of deals in such commodities settled through the Clearing House or Repository Clearing System, as the case may be, shall continue during the period of such suspension or postponement.
 - 5. The Relevant Authority may defer closingout in any particular case if in its opinion a fair market to close-out is not available or if it determines that the default is due to the existence of a special situation but no such deferment shall relieve the Member in default of the obligation to pay for any resulting damages or free the intermediate parties of their liabilities.
 - 6. The Exchange shall effect closing out against the Member in any of the following manner:
 - i) by declaring a closing-out at such prices as may be decided by the Relevant Authority.
 - ii) in any other manner as the Relevant Authority may decide from time to time.
 - 7. If any Member against whom a deal is closedout under the provisions of these Regulations fails to make payment of the loss arising out of the closing-out and of the damages, if any, within such time as may be stipulated by the Relevant Authority from time to time, he may be declared a defaulter."
- 27. A new sub clause inserted as clause 3 after sub clause 2 in clause 5.1 of Bye Law 5 of Part B as under:
 - "3. The Exchange shall impose higher margins and/or additional margins in the form of Special/Adhoc or other margins like Extreme Loss Margins, Tender Period Margin, Pre Expiry Margin, Delivery Margin, Concentration Margin and the like as considered appropriate by the exchanges either on its own or as per the directions of SEBI from time to time."

- 28. The amendments to the Bye Law 5.8, Part B, shall be amended as under:
 - a. The first paragraph shall be numbered as (1)
 - b. The Sub Clause 2 shall be inserted after Sub Clause 1, shall be as under:
 - "2. In the event of a member/client failing to honour pay-in/margin obligations, exchanges may employ the below given alternative tools to liquidate the positions and regain a matched book based on the conditions of market liquidity, volatility, size of position to be liquidated etc. Any tool lower in the list prescribed hereunder may be resorted to only in extremely rare occasions when the exchange reasonably expects that it may not be able to restore a matched book by choosing the alternatives above it and also records the reasons for the same in writing:
 - a. Alternative 1: Liquidation in normal market in orderly manner (with relaxed price limits, if required);
 - b. Alternative 2: Auction of the positions within a specified price band;
 - c. Alternative 3: Voluntary tear-up at last mark-to-market price along with compensation (%age of last mark-to-market price equal to twice the daily price limit) and penalty (5%, to be credited to SGF);
 - d. Alternative 4: Partial tear-up (pro-rata against members/clients having opposite positions) at last mark-to-market price along with compensation (%age of last mark-to-market price equal to thrice the daily price limit) and penalty (5%, to be credited to SGF)."
- 29. The paragraphs in the Clause 5.10 of Bye Law 5, Part B shall be prefixed with the numbers as 1, 2 and 3 respectively and shall be amended as under:
 - 1. The words "or as directed by SEBI," shall be inserted after the words "in its absolute discretion" and before the words "prescribe limits on exposure/", in Para No.1 of Clause 5.10 of Bye Law 5, Part B.
 - 2. The words "either on its own or as directed by SEBI" shall be inserted after the words "pursuant to the above clause" in Para No.2 of Clause 5.10 of Bye Law 5, Part B.
 - 3. The words "or the SEBI" shall be inserted after the words "the relevant authority" and before the words "may take such action"

30. A new clause inserted as 7.1A of Part B, after clause 7.1 as under:

A new sub clause 2 and sub clause 3, inserted after clause (k) of the first paragraph as under:

- "2. When a clearing member of any segment is declared a defaulter in terms of 7.1 above, the Stock Exchange shall immediately declare such member as defaulter in all other segments and inform the other Stock Exchange/Clearing Corporation.
- 3. The relevant authority shall take appropriate action against the associates of the defaulter member

For the purpose of this sub clause 7.3, the term 'associate' shall include a person:

- a. who, directly or indirectly, by itself, or in combination with other persons, exercises control over the member, whether individual, body corporate or firm or holds substantial share of not less than 15% in the capital of such entities; or
- b. in respect of whom the member, individual or body corporate or firm, directly or indirectly, by itself or in combination with other persons, exercises control; or
- c. whose director or partner is also a director or partner of the member, body corporate or the firm, as the case may be.

Explanation: The expression "control" shall have the same meaning as defined under clause (e) of Regulation 2 of the SEBI (Substantial Acquisition of Shares and Takeovers) Regulations, 2011 or as SEBI may prescribe in this regard from time to time."

- 31. Sub Clause 1 of Clause 8.1 of Bye Law 8, Part B, shall be substituted as under:
 - "1. The Clearing House shall maintain a minimum contribution of Rs. 10 (Ten) crores or such sum as may be specified by SEBI from time to time."
- 32. Para (c) of sub clause 1 of Bye Law 8.5 of Bye Law 8, Part B, shall be substituted as under:
 - "(c) Payment of premium for any insurance or for creating a default reserve fund through the mode and manner specified by SEBI or the relevant authority from time to time"
- 33. Clause 8.7 of Bye Law 8, Part B shall be substituted as under:
 - "1. In the event a clearing member is declared a defaulter and the clearing member fails to meet the clearing and settlement obligations to the

Clearing House arising out of clearing and settlement operations of such deals as provided in these Bye Laws, Rules and Regulations, the relevant authority may utilise the Settlement Fund and other monies to the extent necessary to eliminate the obligation in the following order:

- a) Defaulting member's monies (including contribution to SGF)
- b) Insurance, if any
- c) Exchange resources equal to 5% of SGF
- d) SGF resources in the following order:
 - i. Penalties and investment income on SGF
 - ii. 25% of Exchange contribution to SGF
 - Remaining (non-defaulting members' and exchange) contribution to SGF on prorata basis.
- e) Remaining exchange resources (excluding INR 100 Crore*)
- f) Capped additional contribution by nondefaulting members (equal to their required contribution to SGF)
- g) Any remaining loss to be covered by way of pro-rata haircut to payouts.
- *INR 100 Crore to be excluded only when remaining exchange resources are more than INR 100 Crore."
- 34. Sub clause (b) of Clause 9.3 of Bye Law 9, Part B shall be substituted as under:
 - "(b) all penalties, except settlement related penalties (including penalties for delivery default) levied/ collected by the Exchange after deducting cost of administration subject to the limit as may be prescribed by SEBI and transferred to the Fund, from time to time"
- 35. The words "except settlement related penalties," shall be inserted in Sub Clause (b) of Clause 9.6 of Bye Law 9, Part B, after the words 'a sum of all penalties' and before the words 'as and when levied and collected,'.
- 36. The clause 9.21 of Bye Law 9, Part B shall be substituted as under:
 - "9.21 Utilization of the Interest income:

The Board of Directors of the Exchange may permit to utilize only the interest earned on the Fund, subject to approval of the Trust, for the investors' education, awareness or such other programme authorized by the SEBI. The corpus of the Fund will not be utilized for this purpose" 37. In Clause 9.32 of Bye Law 9, Part B, the word "Securities Laws" shall be substituted with the word "SEBI."

Date: February 08, 2017

Place: Mumbai

SAMIR SHAH MD & CEO.

NATIONAL COMMODITY & DERIVATIVES EXCHANGE LIMITED

Mumbai

Subject to SEBI approval, it is proposed to make the following amendments in the Rules of National Commodity & Derivatives Exchange Limited. 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 Rules may send the same to the Exchange at gazette@ncdex.com 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.

PROPOSED (DRAFT) AMENDMENT TO THE RULES OF THE NATIONAL COMMODITY & DERIVATIVES EXCHANGE LIMITED

- 1. Short title and commencement
 - (1) This amendment may be called NCDEX Rules (Amendment), 2017 [Amendment 01 of 2017].
 - (2) It shall come into force on the date of their publication in the Gazette of India.
- 2. The definition of "Board" in sub rule 1 of Rule 1, shall be substituted as under:
 - "Board" or "Governing Board" means the Governing Board of Directors of National Commodity & Derivatives Exchange Limited by whatever name called, vested with the general powers of management and superintendence and complete jurisdiction over all members of the Exchange and all matters contained in the various provisions under the Articles, Rules, Bye-Laws and Regulations of the Exchange, and over the securities or any other instruments and or derivatives thereof, which are traded on the Exchange."
- 3. The definitions of "Commodity Derivative" appearing in sub rule 7A and the definition of "Contract" as appearing in sub rule 7B of Rule 1 shall be renumbered as 8 and 9 respectively.
- 4. The existing sub rule 9 and 10 of Rule 1 shall be renumbered as sub rule 10 and 11 respectively.
- 5. The existing sub rule 10A to sub rule 10I of the Rule 1 shall be renumbered as sub rule 12 to 20 respectively.

- 6. The existing definition of "Trading Member" appearing in sub rule 8 of Rule 1, shall be prefixed with sub rule 22 after the definition of "Settlement Guarantee Fund" which is now appearing as sub rule 21.
- 7. The word "Guarantee" shall be inserted in the definition of existing sub rule 11, of Rules 1, after the word 'Settlement' and before the word 'Fund'.
- 8. The existing words and symbols ".The Central Government may nominate one person as its representatives for appointment as Director and not more than three persons representing interests not directly represented through membership of the Exchange, for appointment as Directors in accordance with Section 6 (2) (b) of Forward Contracts (Regulation) Act, 1952. Any such appointment of Directors shall be considered as one being made under the provisions of these rules." appearing just before and in paragraph 2 in sub rule 2 of Rule 2, shall be substituted with the words "and in accordance with norms and conditions as prescribed by the SEBI and in accordance with the provisions as contained in SECC Regulations."
- 9. Sub rule 3 of Rule 2, shall be substituted as under:
 - "All appointments to the Board of Directors, the composition of the Board and Committees of the Board shall be in accordance with the norms and procedures prescribed for appointment of Directors under The Companies Act, 2013 or by the Central Government or SEBI as the case may be, under the Securities (Contracts) Regulation Act, 1956."
- 10. The words and symbols ", subject to prior approval of SEBI and in accordance with Securities Laws," shall be inserted in sub rule 4 of Rule 2, after the words "Rules and Regulations" and before the words "from time to time,"
- 11. The words and symbols "in accordance with the directives of SEBI and as required under the provisions of SECC Regulations," shall be inserted in sub rule 7 of Rule 2, after the words "The Board may," and before the words "from time to time,"
- 12. Rule 4 shall be amended as under:
 - a. The existing title appearing as "EXECUTIVE COMMITTEE" shall be substituted with the title as "COMMITTEES OF THE BOARD"
 - b. The existing clause 1 of sub rule 4.1 shall be substituted as under:

- "One or more Committees of the Board shall be appointed by the Governing Board of NCDEX from time to time as may be specified by SEBI from time to time including a Committee known as Executive Committee."
- c. The existing clause 2 of sub rule 4.1 shall be substituted as under:
 - "2. "The Composition of the Committees shall in accordance with the norms as specified by the Board from time to time. The Composition of the Executive Committee(s) appointed by the Board may, interalia, include:
 - a) Managing Director of the NCDEX,
 - b) Not more than such number of persons as may be decided by the SEBI under SECC Regulations.
 - Not more than such number of persons representing interests not directly represented through membership of the Exchange;
 - d) Such number of persons and such other persons as may be decided by the Board and the SEBI under SECC Regulations, from time to time;"
- d. The words and symbol "in accordance with the provisions of SECC regulations."
 Shall be inserted after the words "authority from time to time"
- e. A new clause 5 to the sub rule 4.1 shall be inserted as under:
 - "5. Notwithstanding anything contained herein, the SEBI circulars or directives dealing with the corporate governance norms including constitution, appointment and composition of the Executive Committee(s) shall be complied with."
- f. The existing title to the sub rule 4.2 appearing as "POWERS OF EXECUTIVE COMMITTEE" shall be substituted with "POWERS OF COMMITTEE(S)"
- g. The words and symbols "Notwithstanding the Powers of the Committees conferred on the Committees as constituted in accordance with the provisions of SECC and under the SECC," shall be inserted before the existing words "the Board may delegate" in clause 1 of sub rule 4.2 of Rule 4.
- h. The words "Notwithstanding the provisions as contained in the SECC and as notified by the SEBI from time to time;" shall be inserted before clause 1 of sub rule 4.6 of Rule 4.

- 13. The Sub Rule (2) of Rule 5 shall be substituted as under:
 - "2. The admission, suspension, expulsion, readmission of the trading/clearing member and their rights and privileges shall be subject to the provisions of the SEBI (Stock Brokers and Sub-Brokers) Regulation, 1992, the Securities Contracts (Regulation) Rules,1957 and the Bye Laws, Rules and Regulations of the Exchange as amended from time to time."
- 14. The existing clause (3) of sub rule 5.2 shall be omitted and shall be substituted with clause (3) and (4) as under:
 - a. "3. The application shall have to be submitted along with such fees, security deposit and other monies in such form and in such manner as may be specified by the relevant authority from time to time."
 - b. "4. The different category of Member shall satisfy the minimum net worth and deposit requirements as specified in the SEBI (Stock Brokers and Sub-brokers) Regulations 1992 from time to time."
- 15. All the existing clauses 4 to 18 shall be renumbered as 5 to 19 respectively.
- 16. Amendments to the Clause 5.5 in Rule 5 is as under:
 - a. The first line to the paragraph shall be prefixed with the alphabet "(a)"
 - b. The second paragraph shall be prefixed with the alphabet "(b)"
- 17. Amendments to the Clause 5.6 in Rule 5 is as under:

- a. The first, second and third paragraph shall be numbered as alphabet (a), (b), (c), respectively.
- 18. Amendments to the Clause 5.10 in Rule 5 is as under:
 - a. The first, second and third paragraph shall be numbered as alphabet (a), (b), (c), respectively.
- 19. A title to the Rule 6 as appearing "TRADING MEMBERSHIP/CLEARING MEMBERSHIP" shall be substituted with "DISCIPLINARY PROCEEDINGS, PENALTIES, SUSPENSION AND EXPULSION".
- 20. The Explanation shall be inserted to the Sub Rules 6.1 of Rule 6, as under:

"Explanation: The relevant authority for the purpose of these Rules shall be the Disciplinary Action Committee as constituted by the Board of NCDEX and shall function in terms of the provisions of this Bye Laws."

- 21. Sub clause 6 of Rule 6.21 shall be substituted as under:
 - "6. Consequences of declaration of defaulter to follow: The provisions of Chapter X of Part-A and Chapter VII of Part-B of the Bye Laws of NCDEX pertaining to default, shall become applicable to the Trading / Clearing Member expelled from the Exchange as if such Trading / Clearing Member has been declared a defaulter."

Date: February 08, 2017 SAMIR SHAH Place: Mumbai MD & CEO.

मुद्रण निर्देशालय द्वारा, भारत सरकार मुद्रणालय, एन.आई.टी. फरीदाबाद में अपलोड एवं प्रकाशन नियंत्रक, दिल्ली द्वारा ई-प्रकाशित, 2017 UPLOADED BY DIRECTORATE OF PRINTING AT GOVERNMENT OF INDIA PRESS, N.I.T. FARIDABAD AND E-PUBLISHED BY THE CONTROLLER OF PUBLICATIONS, DELHI, 2017 www.dop.nic.in