

CLEARCORP DEALING SYSTEMS (INDIA) LIMITED
RUPEE DERIVATIVES DEALING SEGMENT REGULATIONS

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Definitions

- 1) **BID:** “Bid” refers to an order for paying fixed rate of interest.
- 2) **Buying Member:** “Buying Member” means a Member who undertakes to pay the fixed rate.
- 3) **Constituent:** Constituent means an entity or a person that is not a Member of Clearcorp but trades through a Trading Member in Interest Rate Swaps as permitted by the Regulator in the Rupee Derivatives Dealing Segment.
- 4) **Constituent Trades:** Constituent Trades means Trades of a Constituent on the Rupee Derivatives Dealing System.
- 5) **Day Order:** A “Day Order” is a market or limit order that is in force from the time the order is submitted to the end of the day's trading session.
- 6) **Disclose Quantity:** An order with a Disclosed Quantity (DQ) condition/attribute would allow the Member to disclose only a part of the order quantity to the market.
- 7) **Limit Order:** A “Limit Order” is an order to buy/sell at not more than a specific rate.
- 8) **Market Order:** A “Market Order” is a buy or sell order that is executed immediately at current market prices.
- 9) **Member:** Member, including Self Trading Member and Trading Member is an entity admitted as a Member to transact business in the Rupee Derivatives Dealing Segment of Clearcorp and does not denote shareholders of Clearing Corporation. Provided shareholders of Clearing Corporation may also be admitted as members of Rupee Derivatives Dealing Segment of Clearcorp.
- 10) **Offer:** “Offer” refers to an order for receiving fixed rate of Interest.

11) Immediate or Cancel Order (IOC): IOC is an order that is immediately executed or cancelled by the Rupee Derivatives Dealing System.

12) Rupee Derivatives Dealing System:“Rupee Derivatives Dealing System” means the electronic system made available by Clearcorp to the members in respect of Derivative Trade in terms of the provisions of its Bye-laws, Rules and Regulations.

13) Self- Trading Member: “Self Trading Member” means a Member of the Rupee Derivatives Dealing Segment of Clearcorp admitted under its ByeLaws, Rules and Regulations to transact business on its own account

14) Selling Member: “Selling Member” means a Member who undertakes to receive the fixed rate.

15) Trades: Trades includes all eligible Interest Rate Swaps as dealt by a Member for itself or its Constituents in the Rupee Derivatives Dealing System. For the purpose of these Regulations, a trade of a Constituent shall be deemed and construed as a trade of the Trading Member.

16) Trading Member: “Trading Member” means a Member of the Rupee Derivatives Dealing Segment of Clearcorp admitted under its ByeLaws, Rules and Regulations to transact business on its own account and on behalf of its Constituent in the segment to which it has been admitted.

17) FIMMDA: Fixed Income Money Markets & Derivatives Association

Chapter I: Introduction

These Regulations shall hereafter be known as Clearcorp Dealing Systems (India) Limited Rupee Derivatives Dealing Segment Regulations, 2019.

Applicability: These Regulations shall be applicable to all Members admitted to the Rupee Derivatives Dealing Segment of Clearcorp Dealing Systems (India) Limited.

Chapter II: Membership

A. Application for Membership:

1. An existing Member of the Rupee Derivatives Guaranteed Settlement Segment of Clearing Corporation seeking membership to Clearcorp' Rupee Derivatives Dealing Segment may approach Clearcorp to be admitted as a Member
2. Such entity shall submit an application in the prescribed format to Clearcorp, which shall be complete in all respects together with all enclosures, as required to be submitted in terms of the application form;
3. The application form shall be submitted along with the fees, if any, prescribed by Clearcorp for membership to its Rupee Derivatives Dealing Segment.

B. Processing of Applications:

1. Every such application received in terms of sub-clause A (1) and (3) above shall be forwarded by Clearcorp to the Approving Authority for consideration;
2. Clarifications and/or additional information sought by the Approving Authority shall be conveyed to the concerned applicant. Such applications shall be processed further only upon receipt of complete particulars called for by the Approving Authority;
3. Mere submission of completed application forms and/or additional information sought by the Approving Authority does not by itself confer any privilege on any applicant to claim grant of Membership to the Rupee Derivatives Dealing Segment;
4. Upon receipt of approval from the Approving Authority, Clearcorp shall communicate such approval to the applicant with a request to complete other formalities as required for admission;
5. Every applicant upon receipt of approval for membership shall execute required documentation in such form and manner as may be prescribed by Clearcorp.
6. A Member can commence operations for itself or its Constituents in Rupee Derivatives Dealing Segment only upon activation of its membership, which shall be subject to completion of such formalities as may be stipulated by Clearing Corporation/Clearcorp in its various communications to the Member, as part of its admission process.

C. Membership ID:

1. Every applicant who is already a member of any of the existing segments of Clearcorp and/or Clearing Corporation shall continue to use the existing Membership ID that has already been allotted to it unless specifically advised otherwise by Clearcorp;
2. Every applicant, upon admission as a Member to Rupee Derivatives Dealing Segment shall be allotted a Member Number / User ID. The said Member Number / User ID would be unique with their usage restricted to the Rupee Derivatives Dealing Segment of Clearcorp;
3. Every Member shall incorporate the Member ID and Number in all its communications to Clearcorp;
4. Non-incorporation of Membership ID in any communication by the Member shall absolve Clearcorp of all liabilities or consequences of non-action by Clearcorp;
5. A Member shall ensure that use of its User ID is restricted to its authorized personnel only;
6. Clearcorp does not recognize as parties to any deal, persons other than the Members of the Rupee Derivatives Dealing Segment;
7. Members shall at all times ensure that they, as well as the Users permitted by them to operate on the Rupee Derivatives Dealing System, subscribe to the internal code of conduct as also those prescribed, if any, by RBI, Clearcorp, Clearing Corporation and/or any other industry body/ association such as FIMMDA etc as directed by Clearcorp from time to time;
8. Clearcorp and/or any of its officials shall not in any way be liable for any loss or consequences that may arise on account of unauthorized and/or wrongful use of MembershipID and/or User ID by any person acting in the name of or on behalf of a Member.

D) CONSTITUENT ID:

Details of Constituent(s) desirous of availing the facility of Rupee Derivatives Dealing System shall be provided by the Trading Member to Clearcorp.

1. Trading Member shall ensure that a Constituent of any of the existing segments of Clearcorp and/or Clearing Corporation shall continue to use the existing Constituent ID that has already been allotted to it unless specifically advised otherwise by Clearing Corporation/Clearcorp;
2. A Constituent in the Rupee Derivatives Dealing Segment shall be allotted a Constituent ID / User ID. The said Constituent ID / User ID would be unique with their usage restricted to the Rupee Derivatives Dealing Segment of Clearcorp;
3. A Trading Member shall ensure that a Constituents use of its User ID is restricted to its authorized personnel only;
4. Clearcorp does not recognize as parties to any deal, persons other than the Members/its Constituents of the Rupee Derivatives Dealing Segment;
5. Clearcorp and/or any of its officials shall not in any way be liable for any loss or consequences that may arise on account of unauthorized and/or wrongful use of Constituent ID and/or User ID by any person acting in the name of or on behalf of a Constituent.

Chapter III: Rupee Derivatives Dealing System

1. After activation of membership to Clearcorp's RupeeDerivatives Dealing Segment, a Member shall be granted access to Clearcorp's RupeeDerivatives DealingSystem. A Constituent may be provided access to the Rupee Derivatives Dealing Segment, at the specific request of the Trading Member.
2. Access to the Rupee Derivatives Dealing System shall be available to a Member/ or its Constituent as per connectivity mode decided by Clearcorp from time to time;
3. It shall be the responsibility of every Member to ensure that the Member and its Constituent(s) maintain the necessary Information Technology infrastructure, staff, communication facilities and records as prescribed by Clearcorp from time to time in order to ensure proper and efficient performance of the Rupee Derivatives Dealing System;
4. All operations on the Rupee Derivatives Dealing System shall be carried out from the authorized premises of the Member only where its treasury front office/back office/mid offices are located with access to the Rupee Derivatives Dealing System restricted to its duly authorized personnel only; Trading Member shall ensure that all operations on the Rupee Derivatives Dealing System shall be carried out from the authorized premises of the Member only where its treasury front office/back office/mid offices are located with access to the Rupee Derivatives Dealing System restricted to its duly authorized personnel only;
5. A Member may have more than one user. All users created in Rupee Derivatives Dealing System shall be required to be approved by Clearcorp. Upon approval, the User ID shall get activated with rights, roles and privileges available to the user category that has been assigned to the concerned user. User IDs of its Constituent(s) shall be created by the Trading Member. Members shall maintain record of the eligible users including Users of its Constituent(s) given access to the Rupee Derivatives Dealing System. Members/Users shall also adhere to the code of conduct if any, prescribed by RBI or any other Market Body like FIMMDA authorized by RBI;
6. The various user categories and the roles, rights and privileges assigned to them shall be as notified by Clearcorp from time to time;

7. Clearcorp shall, at its sole discretion, be authorized at any time to add / delete and/or modify any/all rights and/or privileges of any of the categories of users of the Rupee Derivatives Dealing System;
8. Every user shall be given initial access to the System through the password provided by Clearcorp or the Trading Member, as the case maybe, to him/her at the time of user approval. The concerned user shall ensure that this initial password is changed immediately after initial log in;
9. Every user shall ensure compliance with the password policy as implemented in the Rupee Derivatives Dealing System as applicable from time to time;
10. Every user shall maintain complete secrecy of his/her User ID and password;
11. Clearcorp and/or any of its officials shall not in any way be liable for any loss or consequences that may arise on account of unauthorized and/or wrongful use of the User ID and/or password;
12. A Member and/or any of its users shall not have any right, title or interest with respect to the Rupee Derivatives Dealing System, its facilities, software and the information provided by Clearcorp;
13. A Member and/or any of its users shall not be permitted to:
 - a) use the software provided by Clearcorp for any purpose other than those approved and specified by Clearcorp;
 - b) use the software provided by Clearcorp on any equipment other than that installed in its official premises from where its dealing operations are conducted;
 - c) copy, alter, modify or make available to any other entity or person, the software provided by Clearcorp;
 - d) use the software in any manner other than as specified by Clearcorp;
 - e) install or operate a workstation from an unauthorized location;
 - f) install or operate a workstation from a PC / Server / Laptop or any other similar device that does not meet the minimum configuration requirement specified by Clearcorp; and
 - g) The intellectual property rights of such software shall be with Clearcorp and any unauthorized use of the same shall be treated as infringement and dealt with accordingly.

14. A Member shall ensure that the Member or its Consituents and/or any of its Users shall not publish, supply, show or make available to any other person/entity the facilities of the dealing system or the information provided by the Rupee Derivatives Dealing System except with the explicit approval of Clearcorp;
15. Clearcorp shall provide its services on a best effort basis. However, Clearcorp shall not under any circumstances accept liability for any failure of the Rupee Derivatives Dealing System arising from circumstances beyond its control, force majeure etc or any consequence arising therefrom;
16. Without prejudice to anything contained in sub clause 16 above, such failure shall not reduce, alter or affect the liability of a Member in respect of any deals to which the said Member/or its Constituent(s) is a party;

Chapter IV: Rupee Derivatives Dealing System Operations

1. The Clearing Corporation, in its capacity as the Clearing and Settlement Agent, shall, subject to the provisions of its Bye Laws, Rules and Regulations, act as the Central Counterparty for all trades concluded on the Rupee Derivatives Dealing System;
2. A Member shall always be liable for all its Proprietary Trades and Constituent(s) Trades executed on the Rupee Derivatives Dealing System as also for all orders and/or activity undertaken on the system by any of its users;

A. Instruments:

- a. Clearcorp will notify from time to time the types of instruments that would be permitted for trading on Rupee Derivatives Dealing System;
- b. A Member or its Constituent(s) shall be entitled to transact only in those instruments that are made available on the Rupee Derivatives Dealing System by Clearcorp;
- c. Clearcorp may at its discretion at any time suspend dealing in a particular instrument as it deems fit and such suspension shall take effect on such conditions and in such time and manner as Clearcorp may prescribe in this regard. However, Members shall continue to be liable for fulfillment of the deals already done in that instrument for itself and or its constituent(s) on the Rupee Derivatives Dealing System and accepted for settlement by Clearing Corporation;
- d. Clearcorp may at its discretion at any time revoke the suspension of a particular instrument as it deems fit on such conditions and in such time and manner as may be prescribed in this regard.

B. Dealing Parameters:

1. Clearcorp may from time to time specify various operational parameters relating to the dealing system which, may, inter alia, include:
 - a) determining types of orders and order attributes (including Single Order Limit Size);
 - b) fixation of standard lot size for Order matching;
 - c) limit of spread between bid and offer prices for different instruments, if required;
 - d) limit of variation within a day or between days in bid and offer prices of different instruments;
 - e) fixation of price variation on a business day over the previous day's closing price of the different instruments;

- f) minimum disclosed quantity for orders placed;
 - g) determining functional details of the order matching system including system design, user infrastructure and system operations; and
 - h) Such other parameters as may be decided by Clearing Corporation / Clearcorp from time to time.
2. Clearcorp may, from time to time, prescribe different forms of order books that shall be maintained on the Rupee Derivative Dealing System and may also specify such terms and conditions for eligible orders to be admitted on the system. Such conditions may include volume and time based conditions like Disclosed Quantity (DQ), Day Order, Good Till Time (GTT) etc.
 3. Functionalities for monitoring of limit utilisations for their Constituent(s) shall be provided to the Trading Member and it shall be the responsibility of the Trading Member to monitor such limits.

C. Dealing Days:

1. Clearcorp would normally function on all the days, excluding Saturday, Sunday and those days that are declared as holidays under the Negotiable Instruments Act, 1881 in the State of Maharashtra and such other days on which transactions/settlement may not take place as declared by RBI and/or Clearcorp / Clearing Corporation or such other authority;
2. At the instance of RBI, Clearcorp may choose not to operate the Rupee Derivatives Dealing System on days other than or in addition to scheduled holidays or may operate the same on days originally declared to be holidays above for valid reasons and such decision shall be final and binding on all members.

D. Dealing Timings:

1. Clearcorp shall have the absolute discretion to decide on the dealing hours for the Rupee Derivatives Dealing System;
2. The dealing hours applicable to the Rupee Derivatives Dealing System shall be notified by Clearcorp from time to time;
3. Clearcorp may extend, advance or reduce dealing hours by notifying Members as and when it deems fit and necessary in this regard;

4. Clearcorp by notification may prohibit or suspend at any time dealing operations on the Rupee Derivatives Dealing System for such period as it may determine and at the expiration of such period, Clearcorp may permit dealing activity subject to such terms and conditions as it deems fit and necessary.

E. Modes of Dealing:

Clearcorp may from time to time notify the modes of dealing and the instruments dealt on those modes.

F. Order Validation:

1. Orders entered on the Rupee Derivatives Dealing System by a Member for itself and by its Constituent(s) shall be subject to such validations as may be prescribed by Clearcorp from time to time, including order conditions and other dealing parameters;
2. Orders that do not meet the validation requirements applicable to that type of order will be rejected.

G. Order Matching Rules:

1. Clearcorp shall specify, from time to time, the kinds of orders that can be placed on the Rupee Derivatives Dealing System, the order matching algorithms, the matching rules and other parameters;
2. Where Clearcorp is of the view that it is in the interests of the market to do so, and/or to meet any statutory or regulatory or tax obligations/order/directive, it may at any time make unavailable any particular order book or forms of matching, for a particular instrument for the market as a whole;
3. Without prejudice to the generality of the above, the initial set of rules and parameters in this regard shall be as under –
 - a) Orders shall be matched on the basis of Rate-Time priority
 - b) The time recorded at Rupee Derivatives Dealing System Central Server shall be the basis for determining time priority;

- c) The Best Buy/Sell or Bid/Offer order shall match with the Best Sell/Buy or Offer/Bid order. The best Buy/Bid order shall be the one with the highest rate and the best Sell/Offer order shall be the one with the lowest rate.
- d) In case there is more than one Bid/Offer Order at the same rate, then the Rupee Derivatives Dealing System shall follow the “Time Priority” principle based on the time stamp given by the Rupee Derivatives Dealing System for matching the orders.
- e) An order shall become an Active Order at the time of its entry into the Rupee Derivatives Dealing System. If such an order, on entry into the Rupee Derivatives Dealing System, does not find a matching order(s), it would become Passive Order and remain in the dealing system;
- f) All outstanding orders remaining unmatched in the Rupee Derivatives Dealing System at the end of dealing hours shall get cancelled automatically.

H. Modification/Cancellation of Orders:

1. Clearcorp shall have absolute discretion to allow Members or its Constituent (s) to modify and/or cancel their orders;
2. A Member or its Constituent(s) may be permitted to modify or cancel its outstanding orders; Provided however that, any modification/ cancellation in case of a Constituent shall be recognized only through its Trading Member ;
3. Orders shall be modified by effecting changes in the input parameters in the manner and subject to such conditions, as may be prescribed by Clearcorp from time to time;
4. The modified order shall lose or retain its time priority as per the dealing parameters set by Clearcorp;
5. In the event of failure of connectivity for a Member or its Constituent (s) (not attributable to any act or omission of that Member or its Constituent(s)), Clearcorp may at the written request of such Member cancel all its outstanding orders subject to conditions stated as per above sub-clauses and the said Member shall be accountable for the activity carried out by Clearcorp on its behalf. Clearcorp shall not be liable to the Member to its Constituent(s) for any losses or costs if such orders get matched before execution of the cancellation by Clearcorp.

I. Rejection of Orders/Deals:

1. Clearcorp shall have the absolute discretion to reject the orders for any of the following conditions:
 - a) When the orders are not adequately covered by limits/margins;
 - b) When orders are not as per the terms and conditions as applicable to such orders/deals;
 - c) In the event of declaration of unscheduled holiday or sudden development including failure of systems and applications whereby dealing, operations for a particular settlement date have been temporarily suspended;
 - d) In the event of Force Majeure.
 - e) Any other non compliances

Chapter V: Risk Management

1. Authority to impose limit:

1.1 Clearcorp shall have authority to impose such limits as advised by Clearing Corporation so as to determine the extent of dealing operations a member/its Constituent(s) may be permitted to undertake on Clearcorp's Rupee Derivatives Dealing Segment;

2. Margins/Collaterals

2.1 The trades in derivative instruments on the Rupee Derivatives Dealing System shall be processed for clearing and settlement by Clearing Corporation.

2.2 Such trades accepted for clearing and settlement shall be governed by the Regulations of the Rupee Derivatives (Guaranteed Settlement) Segment of Clearing Corporation.

2.3 Prior to commencement of dealing in Derivative Instruments on Clearcorp's Rupee Derivative Dealing system, every Member shall contribute the required amount of margins to support their trades and the trades of its Constituent(s).

2.4 A member's contribution towards margins as above shall cover its margin obligations towards Initial Margin, Mark to Market Margin and/or any other margin that may be prescribed in the Regulations of the Rupee Derivatives (Guaranteed Settlement) Segment of Clearing Corporation.

2.5 The margin requirements arising out of the trade concluded on the Rupee Derivatives Dealing System shall be computed as per Chapter VIII on Risk Management under Regulations of Rupee Derivatives Segment (Guaranteed Settlement) of Clearing Corporation.

3. To ensure effective Risk Management in respect of trades from Rupee Derivatives Dealing System, Clearcorp, on its own or at the instance of Clearing Corporation, may set limits on the size of orders that a member may be allowed to place in the Rupee Derivatives Dealing System. Such limits will be set based on capital, financial position, credit rating, operational capability etc. of the member. Clearcorp may also, on its own or at the instance of Clearing Corporation, set limits up to which orders may be allowed to be accumulated in the Rupee Derivatives Dealing System. A Clearing Member may set limits on its Constituent(s) on the size of the orders, accumulation of orders. These limits shall be less than or equal to that of the Trading Member as set by Clearcorp.

4. The trades concluded in Derivative Instruments in Rupee Derivatives Dealing System shall be subject to online checks for adequacy of margin for both counterparties to the trade on a post trade basis.

5. If the margin utilization by a member/its Constituent(s) reaches or exceeds certain prescribed level, the member/its Constituent(s) shall be temporarily deactivated from the Rupee Derivatives Dealing System. All outstanding orders in Rupee Derivative Instruments shall also be cancelled upon deactivation.

6. On margin utilisation of a member/ its Constituent(s) reaching a specified level, the member may be allowed access to the Rupee Derivative Trading System on Risk Reduction Mode. In this mode, the member/its Constituent(s) may be allowed to place certain type of orders (like Immediate or Cancel) only in the trading system. Margins on these orders may also be collected before these are allowed to be placed for matching in trading systems and without allowing offsets between buy and sale trades.

7.If a Member/its Constituent(s) fails to fulfill its margin obligation, either for trades done through Rupee Derivatives Dealing System, or on outstanding trades accepted for clearing and settlement by Clearing Corporation, Clearcorp shall be entitled, at its sole discretion, to temporarily suspend the rights of the member/its Constituent(s) from trading on the Rupee Derivatives Dealing System. The temporary suspension of rights of members/its Constituent(s) to trade in Derivative Instruments in Rupee Derivatives Dealing System may be revoked by Clearcorp on fulfilment of the margin obligation and on recovery of other additional charges, if any.

8. Void Trade

- a. The trades concluded on the Rupee Derivatives Dealing System are guaranteed by Clearing Corporation in accordance with the bye-laws, rules and regulations of Clearing Corporation. The trades concluded on Rupee Derivatives Dealing System shall not be cancelled under normal circumstances;
- b. Clearcorp, however, under exceptional situations, shall have the right to cancel the trades in case of any system failures at Clearing Corporation or Clearcorp leading to failure of trade acceptance process or where such action is necessary to protect the integrity of the market;
- c. Notwithstanding any other provisions, Clearcorp, shall be entitled to cancel any trade if it believes that the trades are executed at the prices that could adversely

affect market integrity or if both the counterparties to the trade desire such cancellation or treat any trade as cancelled if any such trade is treated as void by Clearing Corporation in accordance with byelaws, rules and regulations for the purpose of clearing and settlement;

- d. Trades treated as cancelled in such events set out in clause(a), (b) and (c) above shall be void ab initio. No liability whatsoever shall accrue to Clearcorp / Clearing Corporation and/or any of its officials for not clearing and settling such trades in terms of this provision;
- e. The policy for trade cancellation, if any, shall be notified by Clearcorp from time to time.

Chapter VI: Clearing and Settlement

1. Trades done on the Rupee Derivatives Dealing System shall be automatically sent by the system to the Clearing Corporation for clearing and settlement;
2. The clearing and settlement of such trades by Clearing Corporation shall be subject to the provisions of its Bye Laws, Rules and Regulations of Rupee Derivatives (Guaranteed Settlement) Segment of Clearing Corporation.

Chapter VII: Surveillance

1. Clearcorp shall monitor the functionality of the Rupee Derivatives Dealing System during dealing hours and compliance with all provisions of the terms and conditions. Clearcorp shall take all measures necessary for the smooth operation of functions and orderly dealing;
2. In order to ensure orderly system functionality, the commencement of dealing may be postponed or dealing hours may be extended;
3. In the event of technical problems, Clearcorp may temporarily suspend access to the Rupee Derivatives Dealing System for a Member/its Constituent(s) or all the Members/its Constituent (s);
4. In the event of respective measures which considerably affect the operation of the Rupee Derivatives Dealing System, the Members affected thereby shall, to the extent possible, be notified thereof via the Rupee Derivatives Dealing System or, in the case of a system failure, by other suitable means;
5. If participation in dealing on the Rupee Derivatives Dealing System is not possible to any or group of any individual members/its Constituent(s) due to technical disruptions, the Rupee Derivatives Dealing System shall continue to be available to other members;
6. Clearcorp may share information/make disclosure relating to trades concluded on the Rupee Derivatives Dealing Segment, at such times and in such manner as may be required, with the Regulator both in India and in other jurisdictions, Court, Tribunal, Insolvency official or any other governmental or statutory domestic or international authority as advised by the Regulator. Clearcorp shall also have the right to disseminate data relating to trades concluded on the Rupee Derivatives Dealing Segment on an anonymous basis. Such disclosures shall be made to the extent required or permitted by applicable laws.

Chapter VIII: Sudden Event Handling

1. Due to the occurrence of any unforeseen event or circumstances beyond the control of Clearcorp, it may suspend the dealing in its Rupee Derivative Dealing System by declaration of an unscheduled holiday;
2. In such an eventuality, the procedures adopted with Clearing Corporation shall be duly informed to the Members:
3. Clearcorp may elect to cancel all the trades concluded on the Rupee Derivatives Dealing System under notification to Members;
4. Clearcorp shall be authorized to carry out any modifications that it feels relevant or necessary to any of the aforesaid provisions from time to time;
5. All decisions taken by Clearcorp shall be final and binding on all the Members.
6. Clearcorp shall not be held liable in the event of force majeure, strikes or any other unavoidable event that prevents Clearing Corporation / Clearcorp from carrying out its duties pursuant to judicial orders, regulatory provisions, war (declared or undeclared), terrorist acts, general mobilization, earthquakes or any other natural disaster and strikes.

Chapter IX: Reports

1. Clearcorp shall, at its absolute discretion, decide the mode and manner of delivery/receipt of reports to/from its Members;
2. Clearcorp shall, at daily/monthly intervals, generate such reports as are required and place the same on its Report Server to facilitate the Members to download the same;
3. Clearcorp shall have the absolute discretion to make changes in the Report formats as it may consider necessary from time to time.

Chapter X: Miscellaneous

1. Clearcorp is entitled in its absolute discretion to amend or supplement from time to time the provisions of its Bye Laws, Rules and Regulations or any communications/notifications/circulars/instructions issued thereunder to the extent necessitated by market conditions and/or regulatory requirements. The same shall be binding on the members;
2. Members shall normally be notified of any changes with due advance notice prior to the effective date thereof, unless any emergent action of Clearcorp becomes necessary due to any sudden development making such advance notification impossible.

A. Suspension of a Member from the Rupee Derivatives Dealing Segment by Clearcorp.

1. Clearcorp may suspend any of its Members/its constituent(s) as specified in the Bye Laws, Rules and Regulations or direct a member to suspend its Constituent(s) ;
2. The Managing Director of Clearcorp or a Committee of not less than two officials nominated by the Managing Director (MD) may disable a Member /its constituent(s) its Constituent(s) from accessing the facilities of Clearcorp if in the opinion of the MD or the Committee of officials circumstances exist warranting disablement pending suspension. Provided that, within 4 hours after such disablement, the MD or the Committee of officials as the case may be shall record in writing the reasons for such disablement provided however that the same shall be reported at the next Board or the Committee meeting whichever is earlier. After such disablement, Clearcorp shall communicate the information to other Members.

B. Limitation of Liability.

1. No claim suit or any other legal proceeding shall lie against Clearcorp or any of its officials for anything with respect to the Rupee Derivatives Dealing System, which is done or intended to be done by them in good faith;

C. Dispute Resolution.

1. All disputes between the Member and the Clearcorp shall be handled by the dispute resolution mechanism as laid out in Chapter VIII of Clearcorp Byelaws.

Clearcorp/ Clearing Corporation shall not be made a party to any dispute between the Member and its Constituent. Any such dispute shall be addressed in accordance with the Rules of Clearcorp.

D. Jurisdiction.

1. Any deal entered into through the Rupee Derivatives Dealing System shall be deemed to have been entered at the computerized processing unit of Clearcorp at Mumbai and the place of contracting shall also be reckoned to be Mumbai;
2. The record of Clearcorp as maintained by its central processing unit or a cluster of processing units or computer processing units, whether maintained in any register, magnetic storage units, electronic storage units, optical storage units or in any other manner shall constitute the agreed and authentic record in relation to any transaction entered into through the Rupee Derivatives Dealing System. For the purposes of any dispute, the records as maintained by the computer processing units of Clearcorp shall be conclusive evidence;
3. All parties to a reference to arbitration and the persons, if any, claiming under them, shall be deemed to have submitted to the exclusive jurisdiction of the courts in Mumbai or any other court as may be prescribed by the Clearcorp for the purpose of giving effect to the provisions of the Arbitration and Conciliation Act, 1996 as laid out in Chapter VIII of Clearcorp Byelaws.

Chapter XI: Fees and Charges

A. Fees and Charges:

1. The Board or any other Committee appointed by the Board or Official(s) of Clearcorp authorized by the Board in that behalf may prescribe the scale of fees, charges and/or additional charges payable by Members for itself or on account of its Constituent(s) from time to time;
2. The Board or any other Committee appointed by the Board or Official(s) of Clearcorp authorized by the Board in that behalf shall be empowered to receive the various fees, charges and/or additional charged and effect such changes in the same as it considers necessary from time to time;
3. The revised fees and charges, as and when made effective, shall be payable by the Member;
4. Notwithstanding anything contained above, the charges payable by a Member for its own trades and the trades of its Constituent(s) shall be notified by Clearcorp from time to time.

B. Bills for Fees and Charges:

1. Clearcorp shall forward to its Members the bills relating to fees and charges as and when such bills are generated and due for payment;
2. The Members shall verify their bills and notify Clearcorp of discrepancies, if any, with all necessary details, not later than two business days from the date of notification of the relative bill.

C. Recovery of Fees and Charges:

1. The Member shall effect payment of the fees and charges payable by them to Clearcorp by the time limit specified by Clearcorp from time to time;
2. Clearcorp shall be entitled to levy additional charges for non-payment of fees and charges by the Members, at the rate notified from time to time, if it deems fit and appropriate in addition to any other disciplinary action as decided by Clearcorp.