

# CLEARCORP DEALINGS SYSTEMS (INDIA) LIMITED

## FX-SWAP (DEALING) SEGMENT REGULATIONS

<b>CHAPTER DESCRIPTION</b>	<b>PAGE NO.</b>
I. Introduction	2
II. Membership	3-5
III. Dealing System and Operations	6-14
IV. Limits and Margins	15-21
V. Instruments	22
VI. Surveillance	23
VII. Sudden Event Handling	24
VIII. Reports	25
IX. Miscellaneous	26-28
X. Fees and Charges	29-30
Glossary of Amendments to the Regulations	31-48

As on February 23, 2015

---

## CHAPTER I: INTRODUCTION

---

These Regulations shall be called “Clearcorp Dealing Systems (India) Limited [FX-SWAP (Dealing) Segment] Regulations, 2008”, as amended in 2015.

**Applicability:** These Regulations shall be applicable to all Members admitted to the FX-SWAP (Dealing) Segment of Clearcorp Dealing Systems (India) Limited.

All the capitalized terms used herein shall have the same meaning assigned to them in the Clearcorp Rules and Bye-Laws.

Unless explicitly stated otherwise, all terms used herein but not defined, and defined in Forex Settlement Segment Regulations of Clearing Corporation, shall have the meanings respectively assigned to them therein.

---

## **CHAPTER II: MEMBERSHIP**

---

### **1. Application for Membership**

- 1.1. An existing Member of Forex Settlement Segment of Clearing Corporation seeking membership to Clearcorp's FX-SWAP Dealing Segment may approach Clearcorp to be admitted as a Member;
- 1.2. Such entity shall submit an application in the prescribed format to Clearcorp, complete in all respects together with all enclosures, as required to be submitted in terms of the application form;
- 1.3. The application form shall be submitted along with the fees, if any prescribed by Clearcorp for Membership to its FX-SWAP Dealing Segment.

### **2. Processing of Applications**

- 2.1. Every such application received in terms of sub-clause 1.2 above shall be placed by Clearcorp before the Approving Authority for consideration;
- 2.2. 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;
- 2.3. 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 FX-SWAP (Dealing) Segment;
- 2.4. 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;

- 2.5. Every applicant upon receipt of approval for Membership shall execute required documentation in such form and manner as may be prescribed by Clearcorp;
- 2.6. A Member can commence operations in Clearcorp FX-SWAP (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.

### **3. Membership ID and Member Number/User Number**

- 3.1. 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;
- 3.2. Every Member shall incorporate the Membership ID in all its Communications to Clearcorp;
- 3.3. Non-incorporation of Membership ID as may be required by Clearcorp as part of its operations shall absolve Clearcorp of all liabilities or consequences of non-action by Clearcorp;
- 3.4. Every applicant, upon admission as a Member to Clearcorp's FX-SWAP Dealing Segment, shall be allotted a Member Number and User Number/ID. The said Member Number and the User Number/ID so allotted would be unique with their usage restricted to the FX-SWAP Dealing Segment of Clearcorp;
- 3.5. A Member shall ensure that use of its Member Number and User Number/ID is restricted to its authorized personnel only;

- 3.6. Clearcorp does not recognize as parties to any deal, persons other than the Members of the FX-SWAP (Dealing) Segment;
- 3.7. Members shall at all times ensure that they, as well as the users permitted by them to operate on the FX-SWAP Dealing System, subscribe to and comply with the internal code of conduct prescribed, by RBI and/or any other regulatory agency authorized to do so, Clearcorp, Clearing Corporation and/or any other industry body / association such as FEDAI etc;
- 3.8. 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 Member Number and/or User Number/ID by any person acting in the name of or on behalf of a Member.

---

## CHAPTER III: DEALING SYSTEM AND OPERATIONS

---

### 1. Dealing System

- 1.1. Clearcorp shall provide an automated Dealing System to the Members of the Forex Swaps Dealing Segment. The Forex Swaps Dealing System shall be referred to as FX-SWAP;
- 1.2. The FX-SWAP Dealing System is an anonymous Dealing System where the identity of the Members to a Trade may be disclosed to both the parties on a post-Trade basis for display purpose only;
- 1.3. Clearing Corporation would be the Central Counterparty for all Trades concluded on the FX-SWAP Dealing System;
- 1.4. Access to FX-SWAP Dealing System shall be available to a Member as per connectivity mode decided by Clearcorp from time to time;
- 1.5. It shall be the responsibility of every Member to maintain the necessary Information Technology infrastructure that Clearcorp may prescribe or at its sole discretion provide to ensure proper and efficient performance of the FX-SWAP Dealing System; the Member shall also maintain the necessary staff, Communication facilities and records as required for the operations;
- 1.6. All operations on the FX-SWAP 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 FX-SWAP Dealing System restricted to its duly authorized personnel only;

- 1.7. A Member may have more than one user and in such cases, the Member shall request Clearcorp for additional user IDs.. However, allocation of multiple User Numbers shall be at the sole discretion of Clearcorp;
- 1.8. Every user shall be given initial access to the FX-SWAP Dealing System through the password provided at the time of user approval. The user shall ensure that such password is changed immediately as prompted by the system upon initial log in;
- 1.9. Every user shall ensure compliance with the Password Policy as implemented in the FX-SWAP Dealing System, as applicable from time to time;
- 1.10. Every user shall maintain complete secrecy of the User number/ID and password;
- 1.11. 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;
- 1.12. Member and/or any of its users shall not have any right, title or interest with respect to the FX-SWAP Dealing System, its facilities, software and the information provided by Clearcorp;
- 1.13. 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;
  - 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;
- 1.14. A Member 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 FX-SWAP Dealing System except with the explicit approval of Clearcorp;
- 1.15. A Member shall always be liable for all Trades executed on the FX-SWAP Dealing System as also for all Orders and/or activity undertaken on the system by any of its users;
- 1.16. Clearcorp shall provide its services on a best effort basis. However, Clearcorp shall not be liable under any circumstances for any failure of the FX-SWAP Dealing System and any consequence arising there from;
- 1.17. Without prejudice to anything contained in Para 1.16 above, such failure shall not reduce, alter or affect the liability of a Member in respect of any deals to which the said Member is a party.

## **2. Dealing Days**



- 2.1. The Dealing System shall normally function on all days except Saturdays, Sundays and those days that are declared as holidays under the Negotiable Instruments Act, 1881 in the state of Maharashtra, and such holidays as Clearcorp may declare from time to time.
- 2.2. At the instance of RBI or any other regulatory authority authorized to so direct, Clearcorp may not operate the FX-SWAP Dealing System on days other than or in addition to scheduled holidays or may operate the same on days originally declared to be holidays and such decision shall be final and binding on all Members.

### **3. Business Timings**

- 3.1. Clearcorp shall have the discretion to decide on the timings for trading. Clearcorp may extend, advance or reduce dealing hours by notifying Members as and when it deems fit and necessary in this regard;
- 3.2. Clearcorp, by Notification, may prohibit or suspend at any time dealing operations on the FX-SWAP 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.

### **4. Dealing Parameters**

- 4.1. 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);

- 4.2. Clearcorp may, from time to time, prescribe different forms of Order books that shall be maintained on the Dealing System and may also specify such terms and conditions for eligible Orders to be admitted on the system. Such conditions may include “MINIMUM FILL” and “ALL OR NONE” and other Order attributes such as “DISCLOSED QUANTITY” “IMMEDIATE OR CANCEL”, “GOOD TILL TIME” and GOOD TILL CANCELLED;
- 4.3. Clearcorp may specify the minimum disclosed quantity for the Orders.
- 4.4. Clearcorp may specify, from time to time, the lot size (minimum and multiples thereof) and Price, quantity and time conditions in which Orders can be placed on the Dealing System;
- 4.5. All outstanding Orders remaining unmatched in the FX-SWAP Dealing System at the end of dealing hours shall get cancelled automatically, except Good Till Cancelled Orders;
- 4.6. Clearcorp may specify the number of days after which the Good Till Cancelled Orders shall be automatically cancelled.

## **5. Modes of Dealing**

Clearcorp may, from time to time, specify the modes of dealing and the instruments permitted to deal on those modes. Currently, only Order Matching Mode is provided on FX-SWAP platform.

## **6. Modification / Cancellation of Orders**

- 6.1. Clearcorp shall have discretion to allow Members to modify and/or cancel their Orders;

- 6.2. 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;
- 6.3. The modified Order shall lose its time priority as per the dealing parameters set by Clearcorp;
- 6.4. In the event of failure of connectivity for a Member (not attributable to any act or omission of that Member), Clearcorp may at its sole discretion undertake on behalf of such Member to 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 for any losses or costs if such Orders get matched before execution of the cancellation by Clearcorp.

## **7. Order Validation**

- 7.1. Orders entered into the Dealing System by Dealing Members shall be subject to such validations as may be prescribed by Clearcorp from time to time including Order conditions and other dealing parameters;
- 7.2. Orders that do not meet the validation requirements applicable to that type of Order will be rejected.

## **8. Matching Rules**

- 8.1. Clearcorp may specify from time to time the kinds of Orders that can be placed on the Dealing System, the Order Matching algorithms, the Matching Rules and other parameters;

- 8.2. 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;
- 8.3. Without prejudice to the generality of the above, Clearcorp may notify the Order Matching Rules from time to time which shall include the following:
- i. Orders shall be matched on the basis of Price-time priority.
  - ii. The time recorded at FX-SWAP System Central Server shall be the basis for determining time priority;
  - iii. If the Order matches, then the Trade shall take place for the lower of the Order quantity placed by the parties to the Trade.
  - iv. The Best Sell/Buy or Bid Order shall match with the Best Buy/Sell or Offer Order. For dealing on Price, the best Sell/Buy or Bid Order shall be the one with the highest Price and the best Buy/Sell or Offer Order shall be the one with the lowest Price;
  - v. An Order shall become an Active Order at the time of its entry into the FX-SWAP Dealing System. If such an Order, on entry into the FX-SWAP Dealing System, does not find a Matching Order(s), it would become Passive Order and remain in the Dealing System. However, if the Order is Immediate or Cancel then it shall be cancelled if not matched;
  - vi. Such other Rules as may be notified from time to time by Clearing Corporation / Clearcorp.

## **9. Rejection of Orders/Trades**

9.1. Clearcorp shall have the discretion to reject the Orders/Trades for any of the following conditions:

- I. When the Orders/ Trades are not adequately covered by limits/Margins as may be stipulated by Clearing Corporation;
- II. When Orders are not as per the terms and conditions as applicable to such Orders;
- III. 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;
- IV. Trades at Off Market Prices;
- V. In the event of Force Majeure.

## **10. Trade Cancellation**

- 10.1. Clearcorp shall have discretion to allow Members to place request to cancel Trades executed on the platform;
- 10.2. A Member shall be permitted to place request to cancel a particular Trade on the platform upto a specified period from the time of execution of that Trade, as may be notified from time to time;
- 10.3. The Trade Cancellation shall be concluded on the platform only after a cancellation request initiated by a Member is accepted by the other Member, party to the Trade;

- 10.4. Clearcorp shall not be responsible for any loss caused to any of the Members in a situation where the other Member, party to the Trade refuses to cancel a particular Trade on the system;
- 10.5. Clearcorp shall not be liable for any losses arising out of any Trade cancellations executed on the platform.

## **11. Settlement of Trades**

- 11.1. All Cash, Tom, Spot leg of the Trades concluded/cancelled on the FX-SWAP dealing system shall be automatically sent from FX-SWAP (Dealing) System of Clearcorp to the Forex Settlement Segment of Clearing Corporation as matched/cancelled Trades for settlement/cancellation. Settlement/cancellation of such Trades shall be governed by the Regulations of the Forex Settlement Segment of the Clearing Corporation;
- 11.2. Similarly, all the Forward Trades concluded/cancelled on the FX-SWAP Dealing System shall be automatically sent from FX-SWAP (Dealing) System of Clearcorp to the Forex Forwards Segment of Clearing Corporation as matched/cancelled Trades for settlement/cancellation. Settlement/cancellation of such Trades shall be governed by the Regulations of the Forex Forwards Segment of Clearing Corporation for Forward Trades.

---

## CHAPTER IV: LIMITS AND MARGINS

---

### 1. Limits

- 1.1. The Members shall be allowed to Trade on the Cash, Tom and Spot legs of the instruments on the FX-SWAP Dealing System, to the extent of the limits available and, as prescribed in the Regulations of the Forex Settlement Segment of Clearing Corporation. The adequacy of such limits for Cash, Tom and Spot legs respectively, available for a Member, shall be monitored online for all the Trades, concluded on the FX-SWAP Dealing System, and accepted for settlement by the Forex Settlement Segment of Clearing Corporation;
- 1.2. The Members shall be placed on Square off mode on the instrument/s bearing Cash, Tom and Spot legs, as the case may be, on reaching or on breach of a prescribed percentage level of limits for Cash, Tom and Spot legs respectively, as notified by Clearcorp, thereby allowing placing of Orders only on a single side of the instrument/s. All outstanding Orders in the instrument/s for which Member has been placed on Square off mode, which if executed would breach limits, shall be cancelled immediately upon activation of Square off mode on FX-SWAP Dealing System. Similarly, the Members shall be placed on Normal mode on the instrument/s, on reaching within such prescribed percentage level of Limits for Cash, Tom and Spot legs respectively, thereby allowing normal trading on such instrument/s on FX-SWAP Dealing System;
- 1.3. Members shall be notified on the FX-SWAP Dealing system, the percentage (%) utilization of the limits for Cash, Tom and Spot legs respectively, on reaching certain threshold levels in the form of alerts;

- 1.4. Clearcorp, shall at any time, be authorized to impose such limits as advised by Clearing Corporation so as to determine the extent of dealing operations a Member may be permitted to undertake on Clearcorp's FX-SWAP Dealing Segment.

## **2. Margins**

### **2.1. Upto Spot Instruments (Cash, Tom and Spot legs)**

2.1.1 The Trades concluded in Cash, Tom and Spot legs of the instruments on the platform are accepted for guaranteed settlement as governed by the Regulations of the Forex Settlement Segment of Clearing Corporation. Accordingly, Clearing Corporation shall be the Counterparty from the point of Trade for these Trades;

#### 2.1.2

- a. The Margin requirement arising out of the addition of a Trade done for the Cash, Tom and Spot legs of the instruments on FX-SWAP Dealing System, to the respective portfolio of outstanding Trades, shall be computed as per the Regulations of Forex Settlement Segment of Clearing Corporation, and shall be checked with reference to Margin already blocked for all the Forex Trades, accepted for settlement in the Forex Settlement Segment;
- b. The Trades concluded on Cash, Tom and Spot legs of the instruments on the FX-SWAP Dealing System shall be subject to online checks for adequacy of Margin for both Members to the Trade on a post Trade basis, as above;
- c. The Trades concluded on Cash, Tom and Spot legs of the instruments of FX-SWAP Dealing System shall be governed by the Rejection level and Replenishment level of utilization of Margins, as prescribed in the Regulations of Forex Settlement Segment of Clearing Corporation;



- d. On Margin utilization of a Member reaching the Replenishment level notified, the Member may be allowed access to the Cash, Tom and Spot legs of the instruments of FX-SWAP Dealing System on Risk Reduction Mode. In this mode, the Member may be allowed to place certain type of Orders only (like Immediate or Cancel) in the Cash, Tom and Spot legs of the instruments of the FX-SWAP Dealing system. Margins on these Orders may also be collected before these are allowed to be placed for Matching in Dealing system and without allowing offsets between buy and sale Trades;
- e. If the Margin utilization by a Member reaches or exceeds the notified Rejection level, the Member shall be temporarily deactivated from trading on the Cash, Tom and Spot legs of the instruments of the FX-SWAP Dealing System. All outstanding Orders in such instruments of FX-SWAP System shall also be cancelled upon deactivation

## **2.2. Forward Instruments**

- 2.2.1 The Trades concluded in forward legs of the instruments on the platform shall automatically be processed for guaranteed settlement through Clearing Corporation. Accordingly, Clearing Corporation shall be the Counterparty from the point of Trade for these Trades;
- 2.2.2 Such Trades accepted for guaranteed settlement shall be governed by the Regulations of the Forex Forward Segment of Clearing Corporation.
- 2.2.3

- a) The composition and manner of contribution of such Margin shall be as specified in the Regulations of Forex Forward Segment of Clearing Corporation;
- b) A Member's contribution to SGF 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 Forex Forward Segment of Clearing Corporation;
- c) The Margin requirement arising out of the addition of a Forward Trade done on the platform to the portfolio of outstanding Trades shall be computed as per the Forex Forward Settlement Segment Regulations of Clearing Corporation, and shall be checked with reference to Margin already blocked for all the Forward Trades, including both reported Trades and Trades concluded on FX-SWAP Dealing System, accepted for settlement in the Forex Forward Segment;.
- d) The Trades done in Forward Instruments of FX-SWAP Dealing System shall be subject to online checks for adequacy of Margin for both parties to the Trade on a post Trade basis, as above;
- e) If any inadequacy is observed at the time of checking the adequacy of Margin in the account of any of the parties to a Trade, Clearing Corporation shall, at its sole discretion, be entitled to refuse to accept such Trade for guaranteed settlement;
- f) The Trades concluded on FX-SWAP Dealing System shall be governed by the Rejection level and Replenishment level of utilization of Margins, as

prescribed in the Forex Forward Settlement Segment Regulations of Clearing Corporation;

- g) On Margin utilization of a Member reaching the Replenishment level notified, the Member may be allowed access to the FX-SWAP Trading System on Risk Reduction Mode, as may be notified. In this mode, the Member 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 system and without allowing offsets between buy and sale Trades;
- h) If the Margin utilization by a Member reaches or exceeds the notified Rejection level, the Member shall be temporarily deactivated from the FX-SWAP Dealing System. All outstanding Orders in FX-SWAP System shall also be cancelled upon deactivation;
- j) The required Margin as mentioned in clause (i) above, shall next be blocked from the unutilised portion, if any, of SGF contributed by the Member for Securities Segment;
- k) If the blocked Margin as mentioned in clause (j) is sufficient, the Member shall be reactivated for trading in the Forward Instruments of the platform;
- l) Such percentage (%) of utilization of Margins parameterized to deactivate and reactivate Member/s for trading on the FX-SWAP Dealing System is as prescribed in the Forex Forward Settlement Regulations of Clearing Corporation;

- m) If the Margin after utilization as mentioned in clause (j) above is found inadequate, the Member shall continue to remain deactivated for the Forward Instruments on the platform;
- i) Prior to commencement of dealing in Forward Instruments on Clearcorp's FX-SWAP Dealing System, every Member shall contribute the required amount of Margins, adequate to cover the Trades as stipulated by the Clearing Corporation;

2.2.4 Clearcorp is authorized, upon intimation of Clearing Corporation of the failure of a Member to fulfill its initial Margin obligation, to remove outstanding Orders of such Member in Forward Instruments, from the FX-SWAP Dealing Segment until the shortage with respect to initial Margin is met;

2.2.5 If a Member fails to fulfill its Margin obligation, either for Trades done through FX-SWAP platform, or on outstanding Trades guaranteed for settlement by Clearing Corporation, Clearcorp shall be entitled, at its sole discretion, to temporarily suspend the rights of the Member from trading on the Forward Instruments;

2.2.6 The temporary suspension of rights of Members to Trade in Forward Instruments of FX-SWAP (Dealing) System may be revoked by Clearcorp on fulfillment of the Margin obligation and on recovery of other additional charges, if any.

2.3. To ensure effective Risk Management in respect of Trades from FX-SWAP Dealing System, Clearcorp may, at the instance of Clearing Corporation, set limits as shall be notified, on the size of Orders (Single Order Limit) that a Member may be allowed to place in the FX-SWAP Dealing System. Such limits shall be set based inter-alia, on parameters such as capital, financial position, and operational

capability of the Member. Clearcorp, may also, at the instance of Clearing Corporation and after due Notification, set limits up to which Orders may be allowed to be accumulated in the FX-SWAP Dealing System.

---

## CHAPTER V: INSTRUMENTS

---

1. A Member shall be entitled to transact only in those instruments that are made available on the Dealing System by Clearcorp;
2. 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, a Member suspended from dealing shall continue to be liable for fulfillment of the obligations to Clearing Corporation arising out of deals already done on the platform and accepted for settlement by Clearing Corporation;
3. 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.

---

## **CHAPTER VI: SURVEILLANCE**

---

Clearcorp shall monitor the functionality of the FX-SWAP Dealing System during dealing hours and compliance with the applicable provisions of Bye-Laws, Rules and Regulations of Clearcorp and Clearing Corporation and such other terms and conditions as maybe laid down by Clearcorp and Clearing Corporation from time to time. Clearcorp shall take all measures necessary for the smooth operation of functions and orderly dealing;

---

## **CHAPTER VII: 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 FX-SWAP Dealing System by declaration of an unscheduled holiday under Notice to Members;
2. In such an eventuality, the Regulations governing unscheduled holiday as set out by Clearing Corporation shall be applicable;
3. Clearcorp may elect to cancel all the Trades concluded on the FX-SWAP 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 cause beyond the control of Clearing Corporation / Clearcorp from carrying out its duties pursuant to judicial orders, regulatory provisions, war (declared or undeclared), riots, terrorist acts, earthquakes or any other natural disaster.



---

## CHAPTER VIII: REPORTS

---

1. Clearcorp shall, at its discretion, decide the mode and manner of delivery of reports to 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 discretion to make changes in the Report formats as it may consider necessary from time to time.

---

## CHAPTER IX: MISCELLANEOUS

---

1. Clearcorp is entitled in its 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 there under 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 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;
3. In the event of technical problems, Clearcorp may temporarily suspend access to FX-SWAP Dealing System for a Member or all the Members;
4. In the event any of the measures, as above, is implemented which affect the operation of the FX-SWAP Dealing System, the Members affected thereby shall, to the extent possible, be notified thereof via the System or, in the case of a system failure, by other suitable means;
5. If participation in dealing on FX-SWAP Dealing System is not possible for any Member or group of Members due to technical disruptions, the System shall continue to be available to other Members.
6. **Suspension of a Member from the FX-SWAP Dealing Segment by Clearcorp**
  - 6.1. Clearcorp may suspend any of its Members as specified in the Bye- Laws, Rules and Regulations;
  - 6.2. The Managing Director of Clearcorp or a Committee of not less than two officials nominated by the Managing Director (MD) may disable a Member from accessing

the facilities of Clearcorp if in the opinion of the MD or the Committee of officials, the circumstances exist which shall warrant 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. However, 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.

## **7. Limitation of Liability**

No claim suit or any other legal proceeding shall lie against Clearcorp and/or Clearing Corporation or any of its officials for anything with respect to the FX-SWAP Dealing System, which is done or intended to be done by them in good faith.

## **8. Dispute Resolution**

- 8.1. All disputes between the Member and Clearcorp shall be handled in terms of the dispute resolution mechanism as laid out in Chapter VIII of Clearcorp Bye-Laws;
- 8.2. Any dispute between the Members regarding cancellation of erroneous Trades executed on FX-SWAP Dealing System in terms of clause 10 of Chapter III of these Regulations shall be resolved as per the erroneous Trade cancellation policy to be notified by Clearcorp for this purpose.

## **9. Jurisdiction**

- 9.1. Any deal entered into through the FX-SWAP Dealing System shall be deemed to have been entered at the computerized processing unit of Clearcorp and the place of contracting shall also be reckoned to be Mumbai;

- 9.2. 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 FX-SWAP Dealing System. For the purposes of any dispute, the records as maintained by the computer processing units of Clearcorp shall be conclusive evidence;
- 9.3. 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 Bye-Laws.

---

## **CHAPTER X: FEES AND CHARGES**

---

### **1. Fees and Charges**

- 1.1. The permission to use the FX-SWAP Dealing System shall be subject to the payment of such charges to Clearcorp as may be specified from time to time;
- 1.2. 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 from time to time;
- 1.3. 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 review the various fees, charges and/or additional charges and effect such changes in the same as it considers necessary from time to time;
- 1.4. The revised fees and charges, as and when made effective, shall be payable by the Member;
- 1.5. The charges and fees as specified above payable by a Member shall be notified by Clearcorp from time to time.

### **2. Bills for Fees and Charges**

- 2.1. Clearcorp shall forward to its Members the bills relating to usual fees and charges as and when such bills are generated and due for payment;
- 2.2. 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.

### **3. Recovery of Fees and Charges**

- 3.1. The Member shall effect payment of the fees and charges payable by them to Clearcorp in the manner and within the time limit notified by Clearcorp from time to time;
- 3.2. 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.
- 3.3. The additional charges shall be payable by the Member in such manner as notified by Clearcorp from time to time.

\* \* \* \* \*

---

## GLOSSARY OF AMENDMENTS TO THE REGULATIONS

---

### **CHAPTER I INTRODUCTION**

These Regulations shall ~~hereafter~~ be ~~known~~ called as “Clearcorp Dealing Systems (India) Limited [FX-SWAP (Dealing) Segment] Regulations, 2008”, as amended in 2015.

#### **Applicability**

All the capitalized terms used herein shall have the same meaning assigned to them in the Clearcorp Rules and Bye-Laws.

Unless explicitly stated otherwise, all the terms used herein but not defined, and defined in Forex Settlement Segment Regulations of Clearing Corporation, shall have the meanings respectively assigned to them therein.

### **CHAPTER II MEMBERSHIP**

#### **1. Application for Membership**

- 1.2 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;

#### **2. Processing of Applications**

- 2.1 Every such application received in terms of sub-clause ~~2.1.2 and 2.1.3~~ 1.2 above shall be ~~forwarded—placed~~ by Clearcorp ~~to~~ before the ~~Managing—Director (MD)/Membership Approval Committee (MAC)~~ Approving Authority for consideration;

- 2.2 Clarifications and/or additional information sought by ~~MD/MAC~~ 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 ~~MD / MAC~~ the Approving Authority;
- 2.3 Mere submission of completed application forms and/or additional information sought by ~~MD/MAC~~ the Approving Authority does not by itself confer any privilege on any applicant to claim grant of Membership to the FX-SWAP (Dealing) Segment;
- 2.4 Upon receipt of approval from ~~MD/MAC~~ the Approving Authority, Clearcorp shall communicate such approval to the applicant with a request to complete other formalities as required for admission;

### **3. Membership ID and Member Number/User Number**

- 3.1 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;
- 3.2 Every Member shall incorporate the ~~Member Number~~ Membership ID in all its Communications to Clearcorp;
- 3.3 Non-incorporation of ~~Member Number~~ Membership ID as may be required by Clearcorp as part of its operations shall absolve Clearcorp of all liabilities or consequences of non-action by Clearcorp;

~~2.3.6 Every Member is directly and wholly liable, in accordance with the Bye Laws, Rules and Regulations of Clearcorp, to every other Member with whom the deal is done on the FX-SWAP Dealing System for due fulfillment of the deal;~~



- 3.7. Members shall at all times ensure that they, as well as the users permitted by them to operate on the FX-SWAP Dealing System, subscribe to **and comply with** the internal code of conduct ~~as also those~~ prescribed, ~~if any,~~ by RBI and/or any other regulatory agency authorized to do so, Clearcorp, Clearing Corporation and/or any other industry body / association such as FEDAI etc;

### **CHAPTER III ~~BILATEARL LIMITS AND MARGINS/COLLATERAL DEALING SYSTEM AND OPERATION~~**

#### **1. Dealing System**

- 1.1 ~~Clearcorp shall provide an automated Dealing System to the Members of the Forex Swaps Dealing Segment. The Forex Swaps Dealing System shall be referred to as FX-SWAP;~~
- 1.2 The FX-SWAP Dealing System is an anonymous Dealing System where the identity of the ~~original counterparties~~ Members to a Trade ~~shall~~ may be disclosed ~~only to both the parties~~ on a post-Trade basis ~~for display purpose only;~~
- 1.3 ~~Clearing Corporation would be the Central Counterparty for all Trades concluded on the FX-SWAP Dealing System.~~
- 1.7 A Member may have more than one user and in such cases, the Member shall request Clearcorp for additional user IDs ~~furnishing the details of the users to Clearcorp.~~ However, allocation of multiple User ~~IDs~~ Numbers shall be at the sole discretion of Clearcorp;
- 1.8 Every user shall be given initial access to the FX-SWAP Dealing System through the password provided at the time of user approval. The user shall ensure that such

password is changed immediately ~~as prompted by the system upon~~ ~~after~~ initial log in;

1.15 A Member shall always be liable for all Trades executed on the FX-SWAP Dealing System as also for all Orders and/or activity undertaken on the system by any of its users;

1.17 Without prejudice to anything contained in Para ~~5.1.13~~ 1.16 above, such failure shall not reduce, alter or affect the liability of a Member in respect of any deals to which the said Member is a party.

## 2. Dealing Days

2.2 At the instance of RBI or any other regulatory authority authorized to so direct, Clearcorp may ~~choose~~ not ~~to~~ operate the FX-SWAP Dealing System on days other than or in addition to scheduled holidays or may operate the same on days originally declared to be holidays and such decision shall be final and binding on all Members.

## 3. Business Timings

3.1 Clearcorp shall have the ~~absolute~~ discretion to decide on the timings for trading. Clearcorp may extend, advance or reduce dealing hours by notifying Members as and when it deems fit and necessary in this regard;

3.2 ~~Clearcorp, by Notification, may prohibit or suspend at any time dealing operations on the FX-SWAP 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.~~

#### 4. Dealing Parameters

- 4.2 Clearcorp may, from time to time, prescribe different forms of Order books that shall be maintained on the Dealing System and may also specify such terms and conditions for eligible Orders to be admitted on the system. Such conditions may include “MINIMUM FILL” and “ALL OR NONE” and other Order attributes such as “DISCLOSED QUANTITY”, “IMMEDIATE OR CANCEL”, “GOOD TILL TIME” and “GOOD TILL CANCELLED”;
- 4.5 All outstanding Orders remaining unmatched in the FX-SWAP Dealing System at the end of dealing hours shall get cancelled automatically, except Good Till Cancelled Orders;
- 4.6 Clearcorp may specify the number of days after which the Good Till Cancelled Orders shall ~~stand be automatically cancelled on the Dealing system.~~

#### 5. Modes of Dealing

Clearcorp may, from time to time, specify the modes of dealing and the instruments permitted to deal on those modes. ~~Initially~~ Currently, only Order Matching Mode is provided on FX-SWAP platform.

#### 6. Modification / Cancellation of Orders

- 6.1 Clearcorp shall have ~~absolute~~ discretion to allow Members to modify and/or cancel their Orders;
- ~~5.6.2 A Member may be permitted to modify or cancel its outstanding orders;~~
- 6.3 The modified Order shall lose ~~or retain~~ its time priority as per the dealing parameters set by Clearcorp;

## 8. Matching Rules

~~5.8.3. (iii) The orders for Members shall match only with the orders of other Members who are its preferred counterparties.~~

8.3 (iii) If the Order matches, then the Trade shall take place for the ~~quantity, which is up to the least of the available bilateral limits of the members in case of C/T, C/S, T/S and Spot over Month end instruments. However, in case of LD/LD and Outright Forward Instruments, if the order matches, the trade shall take place for the lower of the order quantity placed between the selected preferred counterparties~~ lower of the Order quantity placed by the parties to the Trade;

~~5.8.3.~~

~~Clearcorp may at its discretion, modify or change the matching algorithms from time to time after due notice to members.~~

## 9. Rejection of Orders/~~Deals~~ Trades

9.1 Clearcorp shall have the ~~absolute~~ discretion to reject the ~~Orders/-deals~~ Trades for any of the following conditions:

- I. When the Orders/~~deals~~ Trades are not adequately covered by limits/Margins as may be stipulated by Clearing Corporation;
- II. When Orders/~~deals~~ are not as per terms and conditions as applicable to such Orders/~~deals~~;
- IV. Trades at Off Market Prices;

## 10. Trade Cancellation

10.1 Clearcorp shall have **absolute** discretion to allow Members to place request to cancel Trades executed on the platform;

10.3 The Trade Cancellation shall be concluded on the platform only after a cancellation request initiated by a Member is accepted by the **counterparty other Member, party** to the Trade;

~~5.10.4 The Bilateral Limits with respect to those counterparties with whom trades have been cancelled on the system shall not get replenished.~~

10.4 Clearcorp shall not be responsible for any loss caused to any of the Members in a situation where the **counterparty other Member, party to the Trade** refuses to cancel a particular trade on the system.

## 11. Settlement of Trades

~~5.11.1 Cash, tom and spot deals, shall be directly sent from FX-SWAP Dealing Segment of Clearcorp to Forex Segment of Clearing Corporation, for settlement/cancellation provided the Members have given their consent in writing to Clearcorp/Clearing Corporation. In the absence of such consent the Member shall submit such trades/cancellation through IFN 300 to Clearing Corporation. Any change in this option shall be communicated in writing by Members to Clearing Corporation/ Clearcorp at least 7 days in advance. Settlement/cancellation of such trades shall be governed by the Regulations of the Forex Segment of Clearing Corporation.~~

11.1 All **Cash, Tom, Spot leg of the forward** Trades concluded/cancelled on the FX-SWAP Dealing **platform System** shall be automatically sent from FX-SWAP (Dealing) System of Clearcorp to the Forex **Forwards Settlement** Segment of Clearing Corporation as matched/cancelled Trades for settlement/cancellation.

Settlement/cancellation of such Trades shall be governed by the Regulations of the Forex ~~Forwards Settlement~~ Segment of ~~the~~ Clearing Corporation;

- 11.2 Similarly, all the Forward Trades concluded/cancelled on the FX-SWAP Dealing System shall be automatically sent from FX-SWAP (Dealing) System of Clearcorp to the Forex Forwards Segment of Clearing Corporation as matched/cancelled Trades for settlement/cancellation. Settlement/cancellation of such Trades shall be governed by the Regulations of the Forex Forwards Segment of Clearing Corporation for Forward Trades.

## **CHAPTER IV ~~INSTRUMENTS LIMITS AND MARGINS~~**

### **1. Limits**

~~3.1.1 FX SWAP (Dealing) Segment Members shall fix bilateral limits against each Member with whom they propose to trade.~~

~~3.1.2 Such limits may be set by Members separately for Cash, Tom and Spot instruments or on an aggregate (global) basis for Cash, Tom and Spot instruments.~~

~~3.1.3 The limits so set shall be Gross Limits, i.e. they are neutral on order type and serve as turnover limits.~~

~~3.1.4 Deal(s) for Cash, Tom and Spot instruments shall be for the quantity up to the lower of the limits set by the Members against each other for the respective tenor.~~

~~3.1.5 (a) and (b)~~

~~a. No separate bilateral limits shall be required to be fixed for trades in forward instruments.~~

~~b. For dealing in Outright Forward and Month end over Month end (LD/LD) instruments, the Member may specify its preferred counterparties in a separate screen provided for this purpose.~~

1.1 The Members shall be allowed to Trade on the Cash, Tom and Spot legs of the instruments on the FX-SWAP Dealing System, to the extent of the limits available and, as prescribed in the Regulations of the Forex Settlement Segment of Clearing Corporation. The adequacy of such limits for Cash, Tom and Spot legs respectively, available for a Member, shall be monitored online for all the Trades, concluded on the FX-SWAP Dealing System, and accepted for settlement by the Forex Settlement Segment of Clearing Corporation;

1.2 The Members shall be placed on Square off mode on the instrument/s bearing Cash, Tom and Spot legs, as the case may be, on reaching or on breach of a prescribed percentage level of limits for Cash, Tom and Spot legs respectively, as notified by Clearcorp, thereby allowing placing of Orders only on a single side of the instrument/s. All outstanding Orders in the instrument/s for which Member has been placed on Square off mode, which if executed would breach limits, shall be cancelled immediately upon activation of Square off mode on FX-SWAP Dealing System. Similarly, the Members shall be placed on Normal mode on the instrument/s, on reaching within such prescribed percentage level of Limits for Cash, Tom and Spot legs respectively, thereby allowing normal trading on such instrument/s on FX-SWAP Dealing System;

1.3 Members shall be notified on the FX-SWAP Dealing System, the percentage (%) utilization of the limits for Cash, Tom and Spot legs respectively, on reaching certain threshold levels in the form of alerts;

## **2. Margins**

### **2.1. Upto Spot Instruments (Cash, Tom and Spot legs)**

2.1.1 The Trades concluded in Cash, Tom and Spot legs of the instruments on the platform are accepted for guaranteed settlement as governed by the Regulations of the Forex Settlement Segment of Clearing Corporation. Accordingly, Clearing Corporation shall be the Counterparty from the point of Trade for these Trades.

#### 2.1.2

- a. The Margin requirement arising out of the addition of a Trade done for the Cash, Tom and Spot legs of the instruments on FX-SWAP Dealing System, to the respective portfolio of outstanding Trades, shall be computed as per the Regulations of Forex Settlement Segment of Clearing Corporation, and shall be checked with reference to Margin already blocked for all the Forex Trades, accepted for settlement in the Forex Settlement Segment.
- b. The Trades concluded on Cash, Tom and Spot legs of the instruments on the FX-SWAP Dealing System shall be subject to online checks for adequacy of Margin for both Members to the Trade on a post Trade basis, as above.
- c. The Trades concluded on Cash, Tom and Spot legs of the instruments of FX-SWAP Dealing System shall be governed by the Rejection level and Replenishment level of utilization of Margins, as prescribed in the Regulations of Forex Settlement Segment of Clearing Corporation.



- d. On Margin utilization of a Member reaching the Replenishment level notified, the Member may be allowed access to the Cash, Tom and Spot legs of the instruments of FX-SWAP Dealing System on Risk Reduction Mode. In this mode, the Member may be allowed to place certain type of Orders only (like Immediate or Cancel) in the Cash, Tom and Spot legs of the instruments of the FX-Swap Dealing System. Margins on these Orders may also be collected before these are allowed to be placed for Matching in Dealing System and without allowing offsets between buy and sale Trades.
- e. If the Margin utilization by a Member reaches or exceeds the notified Rejection level, the Member shall be temporarily deactivated from trading on the Cash, Tom and Spot legs of the instruments of the FX-Swap Dealing System. All outstanding Orders in such instruments of FX-SWAP System shall also be cancelled upon deactivation.

## 2.2. Forward Instruments

2.2.1 The Trades concluded in forward legs of the instruments on the platform shall automatically be processed for guaranteed settlement through Clearing Corporation. Accordingly, Clearing Corporation shall be the Counterparty from the point of Trade for these Trades;

### 2.2.3

- a. Prior to commencement of dealing in Forward Instruments on Clearcorp's FX-SWAP Dealing System, every Member shall contribute the required amount of Margins, adequate to cover the Trades as stipulated by the Clearing Corporation; ~~by advising the amount of such margin that may be utilised from the Settlement~~

~~Guarantee Fund (SGF) of the Securities Segment managed by Clearing Corporation;~~

b. The composition and manner of contribution of such Margin shall be as specified in the ~~Chapter III pertaining to Settlement Guarantee Fund (SGF) under~~ Regulations of Forex Forward Segment of Clearing Corporation;

d. The Margin requirement arising out of the addition of a **Forward** Trade done on the platform to the portfolio of outstanding Trades shall be computed as per ~~Chapter VII on risk management under Regulations of the~~ Forex Forward **Settlement** Segment **Regulations** of Clearing Corporation, and shall be checked with reference to Margin already blocked for all the Forward Trades, **including both reported Trades and Trades concluded on FX-SWAP Dealing System,** accepted for settlement in the Forex Forward Segment. ~~and the margin contributed for the FX-SWAP Dealing System.~~

e. The Trades done in Forward Instruments of FX-SWAP (Dealing) System shall be subject to online checks for adequacy of Margin for both ~~the counter~~parties to the Trade on a post Trade basis, as above;

~~3.2.3 (g) The margin amount as contributed by the Member towards trading in Forward Instruments as per clause (a) above shall first be appropriated towards the margin obligation required to be fulfilled by a Member in relation to the risk exposures on each matched forward deal on the FX-SWAP platform.~~

~~3.2.3 (h) If the margin is inadequate, the Member, pending verification of availability of sufficient margin by way of unutilised balance in the SGF of the securities segment, shall be temporarily deactivated from further trading in forward instruments on the platform. All the outstanding orders in Forward Instruments shall also be cancelled upon deactivation.~~

- g. The Trades concluded on FX-SWAP Dealing System shall be governed by the Rejection level and Replenishment level of utilization of Margins, as prescribed in the Forex Forward Settlement Segment Regulations of Clearing Corporation;
- h. On Margin utilization of a Member reaching the Replenishment level notified, the Member may be allowed access to the FX-SWAP Trading System on Risk Reduction Mode, as may be notified. In this mode, the Member 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 system and without allowing offsets between buy and sale Trades;
- i. If the Margin utilization by a Member reaches or exceeds the notified Rejection level, the Member shall be temporarily deactivated from the FX-SWAP Dealing System. All outstanding Orders in FX-SWAP System shall also be cancelled upon deactivation;
- j. The required Margin as mentioned in clause ~~(h)~~ (i) above, shall next be blocked from the unutilised portion, if any, of SGF contributed by the Member for Securities Segment;
- k. If the blocked Margin as mentioned in clause ~~(i)~~(j) is sufficient, the Member shall be reactivated for trading in the Forward Instruments of the platform;
- l. Such percentage (%) of utilization of Margins parameterized to deactivate and reactivate Member/s for trading on the FX-SWAP Dealing System is as prescribed in the Forex Forward Settlement Regulations of Clearing Corporation;
- m. If the Margin after utilization as mentioned in clause ~~s (g) and~~ (j) above is found inadequate, ~~an alert shall be generated for the Member by way of a FX-SWAP~~

~~report, and~~ the Member shall continue to remain deactivated for the Forward Instruments on the platform.

- 2.3. To ensure effective Risk Management in respect of Trades from FX-SWAP Dealing System, Clearcorp may, at the instance of Clearing Corporation, set limits as shall be notified, on the size of Orders (Single Order Limit) that a Member may be allowed to place in the FX-SWAP Dealing System. Such limits shall be set based inter-alia, on parameters such as capital, financial position, and operational capability of the Member. Clearcorp may also, at the instance of Clearing Corporation and after due Notification, set limits up to which Orders may be allowed to be accumulated in the FX-SWAP Dealing System.

## **CHAPTER V ~~DEALING SYSTEM AND OPERATIONS INSTRUMENTS~~**

### **CHAPTER VI SURVEILLANCE**

1. Clearcorp shall monitor the functionality of the FX-SWAP Dealing System during dealing hours and compliance with ~~all the applicable~~ provisions of ~~Bye-Laws, Rules and Regulations of Clearcorp and Clearing Corporation and such other the~~ terms and conditions ~~as may be laid down by Clearcorp and Clearing Corporation from time to time~~. Clearcorp shall take all measures necessary for the smooth operation of functions and orderly dealing.

~~6.2 The commencement of dealing may be postponed or dealing hours may be extended if required, based on advice received from the Regulator/FEDAI;~~

~~6.3 In the event of technical problems, Clearcorp may temporarily suspend access to FX-SWAP Dealing System for a Member or all the Members;~~

~~6.4 In the event any of the measures, as above, is implemented which affect the operation of the FX-SWAP Dealing System, the Members affected thereby shall, to the extent possible, be notified thereof via the System or, in the case of a system failure, by other suitable means;~~

~~6.5 If participation in dealing on FX-SWAP Dealing System is not possible for any Member or group of members due to technical disruptions, the System shall continue to be available to other Members;~~

## **CHAPTER VII REPORTS 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 FX-SWAP Dealing System by declaration of an unscheduled holiday under Notice to Members;
2. In such an eventuality, the Regulations governing unscheduled holiday as set out by Clearing Corporation shall be applicable;
3. Clearcorp may elect to cancel all the Trades concluded on the FX-SWAP 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 cause beyond the control of Clearing Corporation / Clearcorp from carrying out its duties pursuant to judicial orders, regulatory provisions, war (declared or undeclared), riots, terrorist acts, earthquakes or any other natural disaster.

#### **CHAPTER VIII MISCELLANEOUS REPORTS**

1. Clearcorp shall, at its ~~absolute~~ discretion, decide the mode and manner of delivery/~~receipt~~ of reports to/~~from~~ its Members;
3. Clearcorp shall have the ~~absolute~~ discretion to make changes in the Report formats as it may consider necessary from time to time.

#### **CHAPTER IX FEES AND CHARGES 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 there under to the extent necessitated by market conditions and/or regulatory requirements. The same shall be binding on the Members;
3. In the event of technical problems, Clearcorp may temporarily suspend access to FX- SWAP Dealing System for a Member or all the Members;
4. In the event any of the measures, as above, is implemented which affect the operation of the FX-SWAP Dealing System, the Members affected thereby shall, to

the extent possible, be notified thereof via the System or, in the case of a system failure, by other suitable means;

5. If participation in dealing on FX-SWAP Dealing System is not possible for any Member or group of Members due to technical disruptions, the System shall continue to be available to other Members.

## **7. ~~Indemnity~~ Limitation of Liability**

## **8. Dispute Resolution**

~~8.5.1 It is a condition precedent that all disputes of any nature between Members and Clearcorp shall be resolved by the procedure prescribed by Clearcorp for the purpose.~~

8.1. All disputes between the Member and Clearcorp shall be handled in terms of the dispute resolution mechanism as laid out in Chapter VIII of Clearcorp Bye-Laws;

8.2. Any dispute between the Members regarding cancellation of erroneous Trades executed on FX-SWAP Dealing System in terms of clause 10 of Chapter III of these Regulations shall be resolved as per the erroneous Trade cancellation policy to be notified by Clearcorp for this purpose.

## **9. Jurisdiction**

~~8.6.3 All disputes shall be subject to exclusive jurisdiction of the Civil Courts in Mumbai.~~

9.3 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 Bye-Laws.

## **CHAPTER X FEES AND CHARGES**

### **3. Recovery of Fees and Charges**

~~9.3.2 Non-payment of fees and charges by the notified due date shall attract additional charges by the said Member at the rate notified from time to time in addition to any other disciplinary action as decided by Clearcorp;~~

3.2. 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;