

## REPO (DEALING) REGULATIONS

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## **CHAPTER I: INTRODUCTION**

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These Regulations shall be known as Clearcorp Dealing Systems (India) Limited (Repo Dealing) Segment Regulations and shall relate to the following activities -

- I. Dealing in Market Repos on CROMS;
- II. Reporting of Bilateral Market Repo trades in GSecs concluded by Members and/or their Gilt Account Holders outside CROMS as mentioned below:
  - a. Trades concluded by a Member or its Gilt Account Holder with another Member of Repo Dealing Segment or Gilt Account Holder of another such Member;
  - b. Trades concluded by a Member with its own Gilt Account Holder;
  - c. Trades concluded between two Gilt Account Holders of the same Member;

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## **CHAPTER II: APPLICABILITY**

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These Regulations shall be applicable to all Members admitted to the Repo Dealing Segment of Clearcorp.

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## **CHAPTER III: MEMBERSHIP**

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### **3.1 General**

- 3.1.1 Membership to Repo Dealing Segment of Clearcorp shall be restricted to only those entities who fulfills the membership criteria prescribed from time to time by Clearcorp;
- 3.1.2 Membership to Repo Dealing Segment of Clearcorp shall be subject to such terms and conditions as may be stipulated by Clearcorp from time to time;
- 3.1.3 Clearcorp may suspend and/or withdraw the Repo Dealing Segment membership of a Member if, in the opinion of Clearcorp, the Member has violated any of the terms and/or conditions governing such Membership. Such suspension shall continue until Clearcorp decides to withdraw the same;

### **3.2 Application for Membership**

- 3.2.1 An existing Member of Securities Segment of Clearing Corporation seeking membership to Clearcorp's Repo Dealing Segment may approach Clearcorp to be admitted as a Member;
- 3.2.2 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;

3.2.3 Membership to Repo Dealing Segment shall be sought for any or various segments available at the material time. Presently the following segments are operational in Repo System:-

- i. Order Matching Segment for dealing in Market Repos
- ii. Reported Segment for reporting bilateral market repo transactions;

3.2.4 The Application Form shall be submitted along with the fees prescribed by Clearcorp for Membership to its Repo Dealing Segment;

### **3.3 Processing of Applications**

3.3.1 Every such Application received in terms of sub-clause 3.2.2 and 3.2.3 above shall be forwarded to **the Approving Authority** for consideration;

3.3.2 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**;

3.3.3 Mere submission of completed Application Forms and/or additional information sought by **the Approving Authority** does not by itself confer any right on any applicant to claim grant of such membership to Clearcorp's Repo Dealing Segment;

3.3.4 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;

3.3.5 Every applicant upon receipt of approval for membership shall execute required documentation, in such form and manner as may be prescribed by Clearcorp and submit the same to Clearcorp;

3.3.6 A Member can commence operations in Clearcorp's Repo Dealing Segment only upon activation of its membership, which shall be subject to completion of such formalities as may be stipulated by Clearcorp in its various communications to the said Member as part of its admission process;

### **3.4 Membership ID**

3.4.1 Every applicant, upon admission as a Member to Clearcorp's Repo Dealing Segment, shall be allotted a Member Number and User Number/ID. The said Member Number and the User Number/IDs allotted would be unique with their usage restricted to the Repo Dealing Segment of Clearcorp;

3.4.2 Every Member shall incorporate the Member Number in all its communications to Clearcorp;

3.4.3 Non-incorporation of Member Number as may be required by Clearcorp as part of its operations shall absolve Clearcorp of all liabilities or consequences of non-action by Clearcorp;

3.4.4 A Member shall ensure that use of its Member Number and User Number/ID is restricted to its authorized personnel only;

3.4.5 Clearcorp does not recognize as parties to any deal any persons other than its own members;

- 3.4.6 Every Member is directly and wholly liable, in accordance with the Bye Laws, Rules and Regulations of Clearcorp, to every other Member with whom such Member effects any deal on the Repo System for due fulfillment of the deal;
- 3.4.7 Members shall at all times ensure that they as well as the users permitted by them to operate on the Repo System subscribe to 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 FIMMDA, PDAI, AMFI etc.; as directed by Clearcorp from time to time;
- 3.4.8 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;

### **3.5 Registration of Gilt Account Holders by a Member**

- 3.5.1 Every Member of Repo Dealing System, who is authorized to open and maintain Gilt Accounts for its Gilt Account Holders, shall register their Gilt Account Holders with Clearcorp prior to undertaking dealing/reporting repo trades in respect of their Gilt Account Holders;
- 3.5.2 Repo Dealing System shall facilitate dealing/reporting of repo trades on behalf of a Gilt Account Holder of a Member, who has been registered with Clearcorp, subject to the provisions of the extant RBI Policy governing the related activity;

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## **CHAPTER IV: LIMITS AND MARGINS**

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### **4.1 Margin Contribution Requirements**

- 4.1.1 Deals concluded/reported on Repo System as per Para 6.4.4(a) shall flow to Clearing Corporation for clearing and settlement. The same shall be subject to all rules and regulations prescribed by Clearing Corporation for the purpose from time to time;
- 4.1.2 Prior to commencement of dealing/reporting on Clearcorp's Repo Dealing Segment, every Member shall contribute the required amount of margins by depositing the same into Settlement Guarantee Fund maintained by Clearing Corporation for their Securities Segment;
- 4.1.3 Margin contributions made by a Member of Clearcorp's Repo Dealing Segment to the Settlement Guarantee Fund of Clearing Corporation's Securities Segment shall be governed by the rules, procedures and other terms and conditions as may be prescribed by Clearing Corporation from time for time;
- 4.1.4 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 Chapter relating to "Risk Management" in Securities Segment Regulations of Clearing Corporation;
- 4.1.5 A Member shall at all times ensure that its contributions to SGF are adequate to cover Risk Exposures on the outstanding Trades accepted by Clearing Corporation on behalf of the Member as specified in Chapter



relating to “Risk Management” in Securities Segment Regulations of Clearing Corporation.

## **4.2 Limits**

4.2.1 Clearcorp, shall at any time, be authorized to impose such limits as it may consider necessary in consultation with Clearing Corporation so as to determine the extent of dealing operations a Member may be permitted to undertake on Clearcorp’s Repo Dealing Segment;

## **4.3 Margins**

4.3.1 A member shall not undertake any transaction on Clearcorp’s Repo Dealing Segment before it has deposited with Clearing Corporation the requisite initial margin specified by it for the clearing and settlement of repo transactions in its (Clearing Corporation)’s Securities Segment;

4.3.2 Clearcorp is authorized, upon intimation of Clearing Corporation of the failure of a Member to fulfill its initial margin obligation, to remove any order received from such Member from the Repo Dealing Segment until the shortage with respect to initial margin is met;

4.3.3 Further, Clearcorp is also authorized upon intimation of Clearing Corporation of the failure of the Members to deposit mark to market margin shortage or volatility margin, to suspend the rights of the concerned Member to undertake any activity on the Repo Dealing Segment;

4.3.4 The suspension of rights of a Member may be revoked by Clearcorp at its sole discretion on receipt on intimation from Clearing Corporation of fulfillment of margin obligations by the concerned Member;

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## **CHAPTER V: DEALING SYSTEM**

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- 5.1 After activation of their membership to Clearcorp's Repo Dealing Segment, a Member shall be granted access to Clearcorp's Repo System;
- 5.2 The Repo System facilitates, inter alia, dealing in market repos in Government Securities on an anonymous basis, where the identity of the original counterparties to a trade shall not be disclosed at any time whether on a pre-trade or a post-trade basis;
- 5.3 Access to Repo System shall be available to a Member as per connectivity mode decided by Clearcorp from time to time;
- 5.4 It shall be the responsibility of every Member to 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 Repo System;
- 5.5 All operations on the Repo 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 Repo System restricted to its duly authorized personnel only;
- 5.6 All activities on the Repo System shall be conducted from a single Member location;
- 5.7 A Member may have more than one user. All users created in Repo System require 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;
- 5.8 The various user categories and the roles, rights and privileges assigned to them shall be as notified by Clearcorp from time to time;
- 5.9 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 Repo System;
- 5.10 Every user shall be given initial access to the Repo System through the password provided by Clearcorp 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;
- 5.11 Every user shall ensure compliance with the Password Policy as implemented in the Repo System as applicable from time to time;
- 5.12 Every user shall maintain complete secrecy of his/her user number/ID and password;
- 5.13 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;
- 5.14 A Member and/or any of its users shall not have any right, title or interest with respect to the Repo System, its facilities, software and the information provided by Clearcorp;
- 5.15 The permission to use the Repo System shall be subject to the payment of such charges to Clearcorp as may be specified from time to time;

5.16 A Member and/or any of its users shall not be permitted to

5.16.1 use the software provided by Clearcorp for any purpose other than those approved and specified by Clearcorp;

5.16.2 use the software provided by Clearcorp on any equipment other than that installed in its official premises from where its dealing operations are conducted;

5.16.3 copy, alter, modify or make available to any other entity or person, the software provided by Clearcorp;

5.16.4 use the software in any manner other than as specified by Clearcorp;

5.16.5 install or operate a workstation from an unauthorized location;

5.16.6 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;

5.16.7 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;

5.17 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 Repo System except with the explicit approval of Clearcorp;

- 5.18 Clearcorp shall provide its services on a best effort basis. However, Clearcorp shall not under any circumstances accept liability for any failure of the Repo System or otherwise or a consequence arising therefrom;
- 5.19 Without prejudice to anything contained in Para 5.18 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;

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## **CHAPTER VI: DEALING SYSTEM OPERATIONS**

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6.1 A Member shall always be liable for all deals executed/reported on Repo System as also for all orders and/or activity undertaken on the system by any of its users for its own behalf and/or on behalf of its Gilt Account Holder(s);

6.2 The Clearing Corporation, shall subject to the provisions of its Bye Laws, Rules and Regulations, act as the Central Counterparty in respect of trades concluded/reported on the Repo System for clearing and settled through Clearing Corporation;

### **6.3 Dealing Parameters**

6.3.1 Clearcorp may from time to time specify various operational parameters for the Repo System which may, inter-alia, include –

6.3.2 Different types of markets to be maintained on the Repo System and the terms and conditions for eligible order books to be maintained in any/all of these markets;

6.3.3 different forms of order books to be maintained in the various markets available on the Repo System and terms and conditions for eligible orders to be submitted on the system;

6.3.4 specifying the instruments/contracts available for dealing;

6.3.5 specifying the settlement type available for dealing;

- 6.3.6 determining the types of quantity, time and Repo Rate/price conditions and its attributes;
- 6.3.7 fixation of minimum market lots and multiples of market lots for order matching for the various order books maintained on the Repo System;
- 6.3.8 fix the Repo Rate/price steps in which orders shall be entered on Repo System;
- 6.3.9 minimum disclosed quantity for orders placed;
- 6.3.10 minimum MF quantity for order placed;
- 6.3.11 maximum Single Order Limit size for any or all of the Order Books;
- 6.3.12 fixation of Repo Rate/price variation;
- 6.3.13 limit or variation within a day or between days in Repo Rate;
- 6.3.14 determining functional details of the Repo System including system design, user infrastructure and system operation;
- 6.3.15 such other parameters as may be decided by Clearcorp from time to time;

#### **6.4 Reporting of Bilateral Market Repo Trades**

- 6.4.1 CROMS facilitates reporting of Bilateral market repo trades in Government Securities concluded by Members and/or their Gilt Account Holders outside the CROMS system;
- 6.4.2 Reporting of T+0 and T+1 Market Repo Trades shall be facilitated in the Repo System;



- 6.4.3 Reporting of such Bilateral market repo trades, referred to in Para 6.4.1 above shall be carried out by only those users of a Member who have specifically authorised to perform the same;
- 6.4.4 Reporting of the following types of bilateral market repo trades shall be facilitated on Repo Dealing System –
- a) Trades concluded by a Member or its Gilt Account Holder with another Member of Repo Dealing Segment or Gilt Account Holder of another such Member;
  - b) Trades concluded by a Member with its own Gilt Account Holder;
  - c) Trades concluded between two Gilt Account Holders of the same member;
- 6.4.5 In respect of Bilateral market repo trades concluded between two members of Repo Dealing Segment, both original counterparties to the trade shall individually report their respective leg of the said trade separately as per procedure set out for the purpose i.e., the borrower shall report the borrow leg of the trade concluded by it and the concerned lender shall report the lending leg of the same trade concluded by it;
- 6.4.6 In respect of Bilateral market repo trades concluded by a gilt account holder of a member, the respective leg of the trade shall be reported on the Repo System by the authorised user of the concerned Primary Member as per procedure set out for the purpose;

- 6.4.7 Upon receipt of both the legs of the trade as mentioned in Paras 6.4.5 and 6.4.6 above, the same shall be validated for its correctness and conformity with the parameters prescribed from time to time;
- 6.4.8 "Borrow" Trades reported by a Member on proprietary account shall be validated against the latest stock balance available for the concerned security in the Repo System for that member. In the event of inadequate stock balance at the material time, the trade reported would not be eligible for further processing/matching with the "Lend" Trade that may have been reported by the counterparty lending member. Borrow Trades concluded/reported by a Member in respect of its Gilts Account Holder shall not be subject to such validation. In respect of Re-Repo trades reported by a Member eligible to undertake such activity, the same shall be subject to the provisions contained in Para 6.16 below;
- 6.4.9 Upon successful validation of both legs of the trades individually and separately reported by both the respective members, it would be accepted as a valid matched trade to be sent for clearing and settlement by Clearing Corporation;
- 6.4.10 "Lend" Trades reported shall not result in automatic updation of the stock balance available for the concerned security in the Repo System for that member. However such stock acquired shall be displayed in the "Securities Borrowed" Balance of the Repo System.

Re-Repo transactions may be undertaken by a Member subject to the provisions contained in Para 6.16 below;

6.4.11 Deals between a Member and its own Gilt Account Holder or between any two of its Gilt Account Holders reported by an authorized user of the respective Member shall always be required to be confirmed by another authorized User of the same Member duly empowered to do so;

6.4.12 Trades upon being reported and successfully matched/or confirmed shall not be permitted to be modified and/or cancelled;

6.4.13 Trades upon being reported and successfully matched/confirmed, shall be settled in terms of Chapter 7 of these Regulations;

6.4.14 All deals for which the counterparty deal leg is not reported or where the counterparty deal leg details do not match with the deal details or not confirmed shall be cancelled at the end of the Reporting session;

## **6.5 Business Days**

6.5.1 Clearcorp would normally function on all the days, excluding Sundays 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;

6.5.2 At the instance of RBI or any other regulatory authority authorized to so direct, Clearcorp may choose not to operate the Repo 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;

## **6.6 Business Timings**

6.6.1 Clearcorp shall have the absolute discretion to decide on the dealing/reporting hours for the Repo System;

6.6.2 The dealing/reporting hours applicable to the Repo System shall be notified by Clearcorp from time to time;

6.6.3 Clearcorp may extend, advance or reduce dealing/reporting hours by notifying Members as and when it deems fit and necessary in this regard;

6.6.4 Clearcorp by notification may prohibit or suspend at any time dealing operations on the Repo 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;

## **6.7 Markets**

6.7.1 Clearcorp may, from time to time, prescribe different types of markets that shall be available on the Repo System and specify conditions related to each of the markets so made available;

6.7.2 Without prejudice to the generality of the above, the initial types of markets available on the Repo System may include –

**6.7.3 Basket Repos Market**

- A. Basket Repos shall be facilitated in the Basket Repo Market through borrowing and/or lending of funds in various securities baskets whereby, upon conclusion of a trade, any/some/all of the securities from within a security basket shall flow from the borrower to the lender on the settlement date of the first leg, which would then fall due for return from concerned lender to the respective borrower on settlement date of the second leg being the maturity date as concluded as part of the original repo trade. The exact description of the securities that would so flow from the borrower to the lender and back together with all other relevant details would be made available in the deal ticket generated by the Repo System immediately after conclusion of relative trade;
- B. The security baskets referred to in Para 6.6.2.1(A) above would normally comprise of either one or more securities that have been grouped together on considerations of liquidity, trading patterns in the outright secondary market, tenor, instrument category, instrument type or any other attribute that in the opinion of Clearcorp is warranted based on its assessment of market conditions at that time;

- C. Clearcorp shall have absolute discretion to decide on the number of instruments that are to be made available as part of a security basket;
- D. Clearcorp shall have absolute discretion to decide on the number and type of security baskets to be made available as part of the Basket Repos Market on the Repo System;

#### **6.7.4 Special Repos Market**

- A. Special Repos shall be permitted in the Special Repos Market against specific securities as notified by Clearcorp from time to time;
- B. In a special repo trade, the specific security will flow from borrower to lender for the contracted tenor on the settlement date of the first leg, which would then fall due for return from concerned lender to the respective borrower on settlement date of the second leg being the maturity date as concluded as part of the original repo trade;
- C. Clearcorp shall have absolute discretion to decide on the number of instruments that are to be made available as part of its Special Repos Market;

6.7.5 Clearcorp shall decide on the tenure of the trades to be made available in the various Markets on the Repo System;

6.7.6 Clearcorp may make available any Market on the Repo System at any time during the day as may be decided from time to time. In case any

Market is made available during the dealing session, Clearcorp shall notify the same to all the Members through the Repo System;

6.7.7 Clearcorp may at its discretion at any time suspend dealing in a particular Market 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, it shall be the responsibility of every member to ensure fulfillment of all their obligations under any trades concluded by them in the concerned Market prior to such suspension;

6.7.8 Clearcorp may at its discretion at any time revoke the suspension of a particular Market as it deems fit on such conditions and in such time and manner as may be prescribed in this regard;

## 6.8 **Order Books**

6.8.1 Clearcorp may, from time to time, prescribe different forms of order books that shall be maintained on the Repo System and specify conditions for the order to be eligible to find place in those books;

6.8.2 Clearcorp shall decide on the number and type of Repo instruments to be made available in the various order books on the Repo System;

6.8.3 Clearcorp shall decide on the tenure of the Repo instruments of the various instruments to be made available in the various order books on the Repo System;

6.8.4 Different settlement dates would be maintained as separate order books even if the underlying Repo instrument may be the same;

6.8.5 Clearcorp may make available on the Repo System such Repo instruments at any time during the day as may be decided from time to time. In case any instrument is made available during the dealing session, Clearcorp shall notify the same to all the Members through the Repo System;

6.8.6 Clearcorp may at its discretion at any time suspend dealing in a particular Repo 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 member's obligation, if any, shall be honoured by it on the respective settlement dates.

6.8.7 Clearcorp may at its discretion at any time revoke the suspension of a particular Repo instrument as it deems fit on such conditions and in such time and manner as may be prescribed in this regard;

6.8.8 An order placed in one order book will not match with another order placed in a different order book even if all the attributes match;

## **6.9 Order Type**

6.9.1 Clearcorp shall specify from time to time the different types of orders that can be placed on the Repo System;

6.9.2 Clearcorp shall be authorized to add, modify, suspend, delete any of the types of the orders that are available on the Repo System;

6.9.3 Clearcorp may, at its sole discretion, after due notification, set maximum size Single Order Limit for a type of order. Such



maximum size Single Order Limit for an order type could be specific to a Member or specifically applicable to different types / categories / classes of members;

## **6.10 Order Attributes**

6.10.1 Clearcorp may notify from time to time various order attributes that may be made available in the Repo System;

6.10.2 The various types of order attributes that may be made available shall be subject to restrictions as prescribed by Clearcorp from time to time;

6.10.3 Without prejudice to the generality of the above, the initial set of order attributes available in Repo System may include –

6.10.4 Quantity Conditions such as Normal, All or None, Disclosed Quantity, Minimum Fill etc;

6.10.5 Time Conditions such as Day Order, Immediate or Cancel, Good till Time etc;

6.10.6 The scope, meaning and/or implications of invoking any of the order attributes shall be as notified by Clearcorp from time to time;

6.10.7 Clearcorp may at its discretion, add, delete, modify, supplement or alter any or all of the order attributes made available in the Repo System as it may deem necessary from time to time;

6.10.8 Re-Repo transactions undertaken by a Member shall be subject to the provisions of Para 6.16 below;

## **6.11 Order Validation**

- 6.11.1 Orders entered on the Repo System by a Member shall be subject to such validations as may be prescribed by Clearcorp from time to time, including order conditions and other dealing parameters;
- 6.11.2 Orders that do not meet the validation requirements applicable to that type of order will be rejected;

## **6.12 Order Matching Rules**

- 6.12.1 Clearcorp shall specify, from time to time, the kinds of orders that can be placed on the Repo System, the order matching algorithms, the matching rules and other parameters;
- 6.12.2 Without prejudice to the generality of the above, the initial set of rules and parameters in this regard shall be as under –
- 6.12.3 In the Basket Repo Market, Orders shall be matched by the Repo System on the basis of Repo rate:time priority;
- 6.12.4 In the Special Repo Market, Orders shall be matched by the Repo System on the basis of Repo Rate:Price:Time priority;
- 6.12.5 The time recorded at Repo System Central Server shall be the basis for determining time priority;
- 6.12.6 The best borrow order shall match with the best lend order;
- 6.12.7 The best borrow order in the Basket Repo Market shall be the one which seeks to borrow at the highest Repo rate;

- 6.12.8 The best borrow order in the Special Repo Market shall be the one which seeks to borrow at the highest Repo rate but with lowest price for that security;
- 6.12.9 The best lend order in the Basket Repo Market shall be the one which seeks to lend at the lowest Repo rate;
- 6.12.10 The best lend order in the Special Repo Market shall be the one which seeks to lend at the lowest Repo rate but with highest price for that security;
- 6.12.11 The Best Borrow Repo rate for a Lend Order shall be the Borrow Repo rate equal to or more than the Lend Repo rate;
- 6.12.12 The Best Lend Repo rate for a Borrow Order shall be the Lend Repo rate equal to or lesser than the Borrow Repo rate;
- 6.12.13 The Best Borrow price for a security in case of Special Repo would be the price of the security offered by borrower which is equal to or lesser than price quoted by the lender for that security;
- 6.12.14 The Best Lend price for a security in case of Special Repo would be the price of the security quoted by Lender which is equal to or more than price of the security offered by Borrower;
- 6.12.15 In case there is more than one Borrow/Lend Order with the same Borrow/Lend Repo rate in the Basket Repo Market and /or Repo rate / security price in the Special Repo Market, then the Repo System shall follow the “Time Priority” principle based on the time stamp given by the Repo System to the orders.

6.12.16 An order shall become an Active Order at the time of its entry into the Repo System. If such an order, on entry into the Repo System, does not find a matching order(s), it would become Passive Order and remain in the dealing system;

6.12.17 All outstanding orders remaining unmatched in the Repo System at the end of dealing hours of the respective Settlement type applicable to concerned category of the Member, shall get cancelled automatically at the end of dealing hours prescribed for such Settlement type for that member category on the concerned business day;

6.12.18 Clearcorp may at its discretion, modify or change such rules, parameters and/or matching algorithms from time to time;

6.12.19 When Clearcorp is of the view that it is in the interest of the market to do so, and/or to meet any statutory or regulatory or tax obligations/orders/directive, it may at any time make unavailable any particular order book or form of matching for a particular instrument or for the market as a whole order matching rules for different markets / order books and the parameters for the same;

### **6.13 Modification / Cancellation of Orders**

6.13.1 Clearcorp shall from time to time permit Members to modify and/or cancel their orders;

6.13.2 A Member may be permitted to modify or cancel its orders, provided the order has not already been matched;

6.13.3 Orders shall be modified by effecting changes in the input parameters in the manner and subject to such conditions as prescribed by Clearcorp from time to time;

6.13.4 The modified order shall lose or retain its time priority as per the dealing parameter set by Clearcorp;

6.13.5 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; provided such Member shall send a valid and clear request to Clearcorp in a manner as prescribed by Clearcorp and the said Member shall be accountable for the activity carried out by Clearcorp on its behalf and shall indemnify Clearcorp against any losses or costs arising out of the above situation. Clearcorp shall not be liable to the Member for any losses or costs if such orders get matched before execution of the cancellation request by Clearcorp;

#### **6.14 Rejection of Orders/Deals**

6.14.1 Clearcorp may reject deals for any of the following conditions:

6.14.2 When the orders/deals are not adequately covered by limits/margins;

6.14.3 When orders/deals are not as per the terms and conditions as applicable to such orders/deals;

6.14.4 In the event of declaration of unscheduled holiday or sudden development whereby dealing, operations for a particular settlement date have been temporarily suspended;

6.14.5 In the event of Force Majeure.

## **6.15 Stock Balances**

6.15.1 Prior to commencement of undertaking any borrowing activity on the Repo System, Members would be required to update security-wise stock balances available for borrowing using the system;

6.15.2 Only authorized users, who have been assigned the relevant rights and privileges to carry out such activities in terms of the user category allotted, shall be permitted to input and/or modify the stock balances of securities;

6.15.3 The stock balance available in a security shall always be expressed in terms of face value quantity;

6.15.4 Additions/deletions/modifications to the stock balances of a security can be undertaken as prescribed by Clearcorp from time to time;

6.15.5 Any amendment to the stock balance by a Member would be valid only after the same has been captured at the central host server of the Repo System after requisite validations and the updated quantity displayed in the concerned member's workstation;

- 6.15.6 Securities borrowed under Repo shall not be eligible for fresh borrowings there against save as otherwise provided under Para 6.16 below containing provisions relating to Re-Repos against Securities acquired under an existing outstanding reverse repo transaction. Stock balance available in a security shall constitute the clear and free quantity available for borrowing by that Member, subject to applicable dealing parameters;
- 6.15.7 The available stock balance in a security at any time shall represent the net quantity available at that point of time i.e., after taking into account the amount already borrowed together with outstanding borrow orders in the system at that time;
- 6.15.8 Once the balances are updated, system shall online monitor the available balances for each security for borrowing operations undertaken by the Member in that security;
- 6.15.9 The stock balances shall always be maintained centrally across all markets or order books that may be available for dealing on the Repo System;
- 6.15.10 The Repo System shall not permit borrowing against a security in any markets or order books in excess of the eligible and available quantity in the stock balance of the concerned security at that time;
- 6.15.11 Upon conclusion of a trade, towards fulfillment of its execution, the Repo System shall subject to relevant security allocation

algorithms automatically assign securities previously blocked for the purpose;

6.15.12 Member shall not be entitled to make or request for any amendment or changes to the security allocation process;

6.15.13 Re-Repos against Securities acquired under an Existing Outstanding Reverse Repo Transaction

6.15.14 Only Lenders eligible to perform the Re-Repo transactions in terms of extant provisions notified by RBI and as applicable from time to time, would be permitted to borrow against underlying securities acquired by them in an existing Reverse Repo transaction outstanding at that time;

6.15.15 Re-Repos shall be undertaken by the Members strictly in compliance with the Notifications/Circulars/Press Releases/any other communications that may be issued by RBI in this regard and as applicable to Re-Repo transactions from time to time;

6.15.16 Any order keyed into the Repo System by selecting "Re-Repo" option shall be identified by the Repo System as a Re-Repo transaction which shall be validated against the latest "Securities Borrowed" balance as available in the Repo System for that member in respect of the concerned security at that time;

6.15.17 The stock available for Re-Repo in the "Securities Borrowed" Balance of a security shall always be expressed in terms of face value quantity;



- 6.15.18 The "Securities Borrowed" Balance shall always be maintained centrally across all markets or order books that may be available for dealing in Re-Repos on the Repo System;
- 6.15.19 The Repo System shall not permit Re-Repo transaction by a Member against a security in any markets or order books in excess of the eligible and available quantity in the "Securities Borrowed" stock balance of the concerned security of that Member at that time;
- 6.15.20 Upon conclusion of a Re-Repo trade, towards fulfillment of its execution, the Repo System shall, subject to relevant security algorithms, automatically assign the securities from the "Securities Borrowed" stock balance previously blocked for the purpose;
- 6.15.21 Member shall not be entitled to make or request for any amendment or changes to the Re-Repo security allocation process;

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## CHAPTER VII: CLEARING AND SETTLEMENT

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- 7.1 Trades concluded/reported on the Repo System as per Para 6.4.4 (a), shall be automatically sent by the system to the Clearing Corporation for clearing and settlement;
- 7.2 Such trades shall be deemed to be confirmed by members as being ready for settlement;
- 7.3 The settlement of such trades by Clearing Corporation shall be subject to the provisions of its Bye Laws, Rules and Regulations;
- 7.4 Trades reported by the Member as per Para 6.4.4(b) between a Member with its own GAH shall, upon confirmation of the same as per process provided in Reported Segment, shall be automatically sent by the system to RBI's Core Banking Solution (CBS) for Settlement. These shall be processed by the CBS in accordance with rules and procedure prescribed by them for this purpose from time to time;
- 7.5 Trades reported by the Member as per Para 6.4.4 (c) between two GAH of the same Member is for information purposes only. Such trades will be settled by the Members themselves;

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## **CHAPTER VIII: SUDDEN EVENT HANDLING**

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- 8.1 Due to the occurrence of any unforeseen event or circumstances beyond the control of Clearcorp, it may suspend the dealing in its Repo System by declaration of an unscheduled holiday;
- 8.2 In such an eventuality, the following procedures shall be adopted by it in consultation with Clearing Corporation:
- 8.3 All deals concluded by Member son such days for settlement on that day i.e., deals for T+0 value date, shall be cancelled;
- 8.4 All deals concluded by Members on such days for settlement on the next business day i.e., deals for T+1 value date shall be governed by the provisions contained in Chapter relating to “Sudden Event Handling” in Securities Segment Regulations of Clearing Corporation;
- 8.5 All deals concluded earlier which fall due for settlement on such days shall be settled in accordance with the provisions contained in Chapter relating to “Sudden Event Handling” in Securities Segment Regulations of Clearing Corporation;
- 8.6 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;
- 8.7 All decisions taken by Clearcorp shall be final and binding on all the Members;
- 8.8 Clearcorp shall in no way be held liable in the event of:

- 8.9 Failure of the communication systems or failure of payments caused directly or indirectly by equipment or system failure;
- 8.10 Failure of RBI / Settlement Bank to execute its obligations acting in its capacity as settlement bank;
- 8.11 Failure of RBI / Settlement Bank to comply with the instructions sent by Clearing Corporation towards settlement obligations;
- 8.12 Any other cause beyond the control of Clearcorp / Clearing Corporation.
- 8.13 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.

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## **CHAPTER IX: SURVEILLANCE**

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- 9.1 Clearcorp shall monitor the functionality of the Repo 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;
- 9.2 In order to ensure orderly system functionality, the commencement of dealing may be postponed or dealing hours may be extended;
- 9.3 In the event of technical problems, Clearcorp may temporarily suspend access to Repo System for a Member or all the Members;
- 9.4 In the event of respective measures which considerably affect the operation of the Repo System, the Members affected thereby shall, to the extent possible, be notified thereof via the Repo System or, in the case of a system failure, by other suitable means;
- 9.5 If participation in dealing on Repo System is not possible to any or group of any individual members due to technical disruptions, the Repo System shall continue to be available to other members;

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## **CHAPTER X: REPORTS**

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- 10.1 Clearcorp shall, at its absolute discretion, decide the mode and manner of delivery/receipt of reports to/from its Members;
- 10.2 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;
- 10.3 Clearcorp shall have the absolute discretion to make changes in the Report formats as it may consider necessary from time to time;

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## CHAPTER XI: MISCELLANEOUS

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- 11.1 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;
- 11.2 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;
- 11.3 Suspension of a Member from the Repo Dealing Segment by Clearcorp**
- 11.3.1 Clearcorp may suspend any of its Members as specified in the Bye Laws, Rules and Regulations;
- 11.3.2 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 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;

#### **11.4 Limitation of Liability**

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

11.4.2 Members shall be responsible and liable for all the activity undertaken by its Users on its own behalf or on behalf of its Gilt Account Holder. Member shall also be responsible and liable for all the trades that are concluded/reported on CROMS on its own behalf and/or on behalf of its Gilt Account Holder(s). Clearcorp shall have no privity of contract with Gilt Account Holder(s) and its liability shall be restricted only towards its Members;

11.4.3 Any report or other form of communication shared or sent to the Gilt Account Holders does not amount to a contractual relationship with Clearcorp. The Member agrees to procure an acknowledgement from each of its Gilt Account Holder that Clearcorp shall not be liable to the Gilt Account Holder for any reason whatsoever arising out of these Regulations



## **11.5 Dispute Resolution**

11.5.1 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;

## **11.6 Jurisdiction**

11.6.1 Any deal entered into through the Repo 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;

11.6.2 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 Repo System. For the purposes of any dispute, the records as maintained by the computer processing units of Clearcorp shall be conclusive evidence;

11.6.3 All disputes shall be subject to exclusive jurisdiction of the Civil Courts in Mumbai and no courts other than those in Mumbai shall have jurisdiction to deal with any disputes arising under these Regulations;

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## **CHAPTER XII: FEES AND CHARGES**

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### **12.1 Fees and Charges**

12.1.1 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 from time to time;

12.1.2 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;

12.1.3 The revised fees and charges, as and when made effective, shall be payable by the Member;

12.1.4 Notwithstanding anything contained above, the charges payable by a Member shall be notified by Clearcorp from time to time;

### **12.2 Bills for Fees and Charges**

12.2.1 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;

12.2.2 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;

### **12.3 Recovery of Fees and Charges**

12.3.1 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;

12.3.2 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;

12.3.3 The additional charges shall be payable by the Member in such manner as notified by Clearcorp from time to time;

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## GLOSSARY OF AMENDMENTS TO THE REGULATIONS

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### CHAPTER I: INTRODUCTION

ii. Reporting of Bilateral market repo trades in GSecs concluded by Members and/or their ~~Constituents~~/Gilt Account Holders outside CROMS ~~for—clearing and settlement through Clearing Corporation~~ as mentioned below:-

- b. Trades concluded by a Member or its Gilt Account Holder with another Member of Repo Dealing Segment or Gilt Account Holder of another such Member;
- c. Trades concluded by a Member with its own Gilt Account Holder;
- d. Trades concluded between two Gilt Account Holders of the same member;

### CHAPTER III: MEMBERSHIP

3.5.1 Every Member of Repo Dealing System, who is authorized to open and maintain Gilt Accounts for its constituents Gilt Account Holder, shall register their Gilt Account Holders with Clearcorp prior to undertaking dealing/reporting repo trades in respect of their Gilt Account Holders;

3.5.2 Repo Dealing System shall facilitate dealing/reporting of repo trades on behalf of the a Gilt Account Holder of a Member, who has been registered with Clearcorp, subject to the provisions of the extant RBI Policy governing the related activity;

### CHAPTER IV: LIMITS AND MARGINS

4.1.1 Deals concluded/reported on Repo System as per Para 6.4.4(a) ~~for clearing and settlement through Clearing Corporation, would~~ shall flow to Clearing Corporation for clearing and settlement ~~and~~. The same shall ~~would~~ be subject to all rules and regulations prescribed by Clearing Corporation for the purpose from time to time;

## CHAPTER VI: DEALING SYSTEM OPERATIONS

6.1 A Member shall always be liable for all deals executed/reported on Repo System as also for all orders and/or activity undertaken on the system by any of its users for its own behalf and/ or on behalf of its Gilt Account Holder(s);

6.2 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~~ in respect of trades concluded/reported on the Repo System for clearing and settled through Clearing Corporation;

### 6.4 Reporting of Bilateral Market Repo Trades

6.4.1 CROMS facilitates reporting of bilateral market repo trades in Government Securities concluded by Members and/or their constituents/Gilt Account Holders outside the CROMS system for the purpose of clearing and settlement by Clearing Corporation;

6.4.4 Reporting of the following types of bilateral market repo trades shall be facilitated on Repo Dealing System –

- d) Trades concluded by a Member or its constituent/gilt account holder with another Member of Repo Dealing Segment or constituent/gilt account holder of another such Member;
- e) Trades concluded by a Member with its own constituent/gilt account holder;
- f) Trades concluded between two constituents/gilt account holders of the same member;

6.4.8 "Borrow" Trades reported by a Member on proprietary account shall be validated against the latest stock balance available for the concerned security in the Repo System for that member. In the event of inadequate stock balance at the material time, the trade reported would not be eligible for further processing/matching with the "Lend" Trade that may have been reported by the counterparty lending member. Borrow Trades concluded/reported by a Member in

respect of its Gilts Account Holder shall not be subject to such validation. In respect of Re-Repo trades reported by a Member eligible to undertake such activity, the same shall be subject to the provisions contained in Para 6.16 below;

6.4.11 Deals between Member and its Gilt Account Holder or between its two Gilt Account Holder reported by the respective user shall be required to be confirmed by another User of the respective member having requisite confirmation rights;

6.4.12 Trades upon being reported and successfully matched/or confirmed shall not be permitted to be modified and/or cancelled;

6.4.13 Trades upon being reported and successfully matched/confirmed, ~~as per para 6.4.9 above, would flow online to Clearing Corporation for clearing and settlement~~ shall be settled in terms of Chapter 7 of these Regulations;

6.4.14 All deals for which the counterparty deal leg is not reported or where the counterparty deal leg details do not match with the deal details ~~or not confirmed will~~ shall be cancelled at the end of the Reporting session.

## **Chapter VII : CLEARING AND SETTLEMENT**

7.1 Trades ~~done concluded/reported between two Repo Dealing Members~~ on the Repo System ~~as per para 6.4.4 (a) for clearing and settlement through Clearing Corporation,~~ shall be automatically sent by the system to the Clearing Corporation for clearing and settlement;

7.4 Trades reported between a Member with its own GAH as per para 6.4.4(b) shall, upon confirmation of the same as per process provided in Reported Segment, will be automatically sent by the system to RBI's Core Banking Solution (CBS) for Settlement. These would be processed by the CBS in accordance with rules and procedure prescribed by them for this purpose from time to time;

7.5 Trades between two GAH of the same Member as per para 6.4.4(c), reported by the Member are for information purposes only. Such trades will be settled by the Members themselves;

## CHAPTER XI : MISCELLANEOUS

### **11.4 Limitation of Liability ~~Indemnity~~**

11.4.2 Members shall be responsible and liable for all the activity undertaken by its Users on its own behalf or on behalf of its Gilt Account Holder. Member shall also be responsible and liable for all the trades that are concluded/reported on CROMS on its own behalf and/or on behalf of its Gilt Account Holder(s). Clearcorp shall have no privity of contract with Gilt Account Holder(s) and its liability shall be restricted only towards its Members;

11.4.3 Any report or other form of communication shared or sent to the Gilt Account Holders does not amount to a contractual relationship with Clearcorp. The Member agrees to procure an acknowledgement from each of its Gilt Account Holder that Clearcorp shall not be liable to the Gilt Account Holder for any reason whatsoever arising out of these Regulations;