

Circular No.	IIBX-CS-2025-022	Circular Date	16-05-2025
Category	Clearing & Settlement	Segment	Futures
Subject	Acceptance of Collaterals d Segment	eposits towards liquid	assets for the Futures
Attachments			

To All Members and Clearing Banks,

This is in continuation to IIBX circular no. 20240619-1, dated June 19, 2024. The types of liquid assets acceptable by IIBX in the form of collaterals from the Clearing Members and the applicable haircuts are given below:

Sr no.	Eligible Collateral	Minimum Hair Cut
1.	Cash Deposit (in USD)	No haircut
2.	Bank Fixed Deposit Receipts (FDR) in USD	No haircut
3.	Bank Guarantee (BG) / Standby Letter of Credit (SBLC) of IBU Banks in IFSC	No haircut

- **a.** While taking the Bank Deposits and BG/SBLC, the Exchange shall prescribe the single entity exposure limits so as to avoid any concentration of exposure towards any single entity.
- **b.** The valuation of the Bullion Depository Receipts shall be done on a daily basis based on the T+O price of IIBX after applying applicable haircuts.
- Cash equivalents shall be at least 50% of liquid assets. This would imply that Other Liquid Assets in excess of the total Cash Equivalents would not be regarded as part of member's liquid assets as well as total liquid assets. In Cash & Cash Equivalent ratio, the cash component should be minimum 50%.
- d. IIBX shall make necessary arrangements to enable timely liquidations of the Collaterals accepted by it.

Procedure for submission of FDRs

Clearing Members can deposit FDR(s) issued by the IIBX empanelled International Banking Unit (IBU) located at IFSC towards liquid assets. The FDRs deposited by the Clearing Members should be issued in favour of **"India International Bullion Exchange IFSC Limited A/c Trade Name of the Clearing Member"** and should be duly discharged by the Clearing Member himself or an authorised signatory on the reverse of the FDRs. The FDR needs to be deposited along with a covering letter by the Clearing Member in the format given in **Annexure - I** and also with a letter from the concerned bank addressed to the Exchange in the format given in **Annexure - II**.

Renewal of FDRs

Clearing Members may renew the FDRs deposited towards liquid assets by submitting a renewal letter in the prescribed format given in **Annexure – III** along with a letter from the concerned bank in the prescribed format given in **Annexure – IV.**

Procedure for submission of Bank Guarantee (BG) / Standby Letter of Credit (SBLC)

Clearing Members can deposit BG/SBLC issued by IIBX empanelled International Banking Units (IBUs) located at IFSC towards Liquid Assets in the prescribed format as given in **Annexure - V**. The BG/SBLC may be deposited along with a covering letter of the Clearing Member in the format as given in **Annexure - VI**. Clearing Members can deposit BG/SBLC with/without the claim period. In cases where BG(s) / SBLC(s) are submitted without a claim period, the amount of the BG(s) / SBLC(s) would be removed from the Liquid Assets of the member at least seven days before the expiry date of the BG(s) / SBLC(s) or such other period as may be decided by IIBX from time to time.

Procedure for Renewal / Withdrawal of BG(s) / SBLC(s)

Clearing Members may renew the BG(s)/SBLC(s) deposited towards Liquid Assets by submitting a renewal letter from the concerned bank in the prescribed format given in **Annexure – VII**. The renewal letter should be submitted along with a covering letter by the Clearing Member in the prescribed format given in **Annexure – VIII**. The Clearing Members shall furnish the renewal document strictly in the prescribed format before the date of expiry / maturity date of the bank guarantee. The Members may also opt to give a fresh BG(s)/SBLC(s) in favour of India International Bullion Exchange IFSC Limited instead of renewing.

Participants, before submission of BG(s)/SBLC(s) should ensure:

- The BG/SBLC is strictly as per the formats prescribed by IIBX.
- No relevant portion in the BG/SBLC is left blank.
- All irrelevant portions struck off on the printed format should also be authenticated by the Bank by affixing the Bank seal / stamp duly authorised.
- Each page should bear the BG/SBLC number.

Release of Collaterals

Clearing Members may submit release request letter or send a mail mentioning details of the collaterals.

Members are requested to take note of the above.

For any clarifications, Members may contact the following officials:

Sr. No.	Official Name	Phone
1	Nikhil Shah	079-69697121
2	lyer Venkita Subramani	079-69697122
3	Nihar Iyer	079-69697143
4	Kevalsinh Dodiya	079-69697131

For and on behalf of

India International Bullion Exchange (IFSC) Limited

Mr. Vinod Ramachandran Chief Risk Officer and Head Clearing & Settlement Tel: 079-69697123 Email: cs.ops@iibx.co.in

Annexures

> Annexure format for New Bank Fixed Deposit Receipts (FDR).

<u>Annexure – I</u>

Format of letter for New Deposit of Fixed Deposit Receipts (FDRs) by Clearing Member (on letter head of Clearing Member)

Date: _____

INDIA INTERNATIONAL BULLION EXCHANGE IFSC LTD (IIBX) Unit No. 1302A, Brigade International Financial Centre, 13th Floor, Building No. 14A, Block 14, Zone 1, GIFT SEZ, GIFT CITY, Gandhinagar, Gujarat-382050

Dear Sir,

Please find enclosed the following Fixed Deposit Receipt/s (FDRs) issued in the name of India International Bullion Exchange IFSC Limited A/c Trade Name of the Clearing Member" towards Additional Capital (Liquid Assets) deposits.

Sr. No.	Bank Name	FDR No.	From Date	To Date	Principal Amount (USD)

Yours faithfully,

Authorised Signatory (Clg. No. _____) Stamp of the Entity

Encl.: as above.

<u>Annexure – II</u>

Format of letter to be submitted by the concerned bank along with the New Fixed Deposit Receipt(s)

Date:

INDIA INTERNATIONAL BULLION EXCHANGE IFSC LTD (IIBX) Unit No. 1302A, Brigade International Financial Centre, 13th Floor, Building No. 14A, Block 14, Zone 1, GIFT SEZ, GIFT CITY, Gandhinagar, Gujarat-382050

Dear Sir,

We refer to Fixed Deposit Receipt/s (FDRs) no. issued in the name of "India International Bullion Exchange IFSC Limited A/c Trade Name of the Clearing Member".

Sr. No.	FDR Number	From Date	To Date	Principal Amount (USD)

With respect to the aforesaid Deposit, we hereby confirm the following:

- i. There is no lock in period for encashment of the said FDR and the lien on the said FDR has been created in favour of **INDIA INTERNATIONAL BULLION EXCHANGE IFSC LTD. (IIBX)** only.
- ii. The lien on the said Deposit has been created in favour of **INDIA INTERNATIONAL BULLION EXCHANGE IFSC LTD** only at the request of Depositor.
- iii. The amount under the said Deposit would be paid **to INDIA INTERNATIONAL BULLION EXCHANGE IFSC LTD** on written demand (subject to aforementioned condition), without any demure and / or any further reference/ clearance from the Depositor or any other authority/person-
- iv. The Deposit is payable at IBU branch of situated at Gift City SEZ, Gandhinagar.
- v. We agree that on encashment of Deposit by **INDIA INTERNATIONAL BULLION EXCHANGE IFSC LTD.,** the interest accrued will also be released to you.
- vii. We undertake that the aforesaid Deposit No. would stand automatically renewed by the Bank on the respective maturity dates.

Yours faithfully,

For (Bank name)

Authorised Signatory (with Bank's stamp)

> Annexure format for Renewal of Bank Fixed Deposit Receipts (FDR).

Annexure – III

Format of Letter for Renewal of Fixed Deposit Receipts (FDRs) by Clearing Member (on letter head of Clearing Member)

Date:_____

INDIA INTERNATIONAL BULLION EXCHANGE IFSC LTD (IIBX)

Unit No. 1302A, Brigade International Financial Centre, 13th Floor, Building No. 14A, Block 14, Zone 1, GIFT SEZ, GIFT CITY, Gandhinagar, Gujarat-382050

Dear Sir,

We refer to following Fixed Deposit Receipt issued on our behalf in your favour towards the Additional Capital (Liquid Assets) deposit.

Sr. No.	FDR Number	Issue Date	Principal Amount (USD)	Maturity Date

The above Fixed Deposit Receipt(s) has been renewed for a further period, the details of which are as follows:

Sr. No.	New FDR No.	Issue Date	Principal Amount (USD)	Maturity Date

Yours faithfully,

Authorised Signatory

(Clg. No. _____)

Stamp of the Entity

Encl.: as above.

<u>Annexure – IV</u>

Format of letter to be submitted by the concerned bank along with the Renewed Fixed Deposit Receipt(s)

Date:_____

INDIA INTERNATIONAL BULLION EXCHANGE IFSC LTD (IIBX)

Unit No. 1302A, Brigade International Financial Centre, 13th Floor, Building No. 14A, Block 14, Zone 1, GIFT SEZ, GIFT CITY, Gandhinagar, Gujarat-382050

Dear Sir,

We refer to fixed deposit receipt (FDR) No. issued in the name of "India International Bullion Exchange IFSC Limited A/c Trade Name of the Clearing Member".

Sr. No.	FDR Number	From Date	To Date	Principal Amount (USD)

The above FDR has been renewed for a further period of months/years under the auto renewal facility on the request of the member. The details are as follows: -

Sr. No.	FDR Number	From Date	To Date	Principal Amount (USD)

We hereby confirm that,

- i. There is no lock in period for encashment of the said renewed FDR and the lien on the said FDR has been created in favour of INDIA INTERNATIONAL BULLION EXCHANGE IFSC LTD. (IIBX) only.
- ii. The amount under the said FDR would be paid to **India International Bullion Exchange IFSC Ltd.** on maturity of the said FDR without any reference to M/s. (Member's name)
- iii. Old instrument will remain valid and no new instrument with new FDR no. is issued.
- iv. The FDR is payable at the IBU Clearing Banks of IIBX in GIFT IFSC, Gandhinagar 382050
- v. Encashment by India International Bullion Exchange IFSC Ltd., on maturity would not require any clearance from M/s. (Member's name) or any other authority/person.
- vi. We agree that on encashment of FDR by India International Bullion Exchange IFSC Ltd., the interest accrued will also be released to you.

We undertake that at the time of encashment of aforesaid FDR No. ______ by M/s. (Member's name) or any other authority/person, will be done only if the aforesaid FDR No. ______ is accompanied with the release of lien letter issued by **India International Bullion Exchange IFSC Ltd.**

- i. We undertake that the aforesaid FDR no. ______ would stand automatically renewed by the Bank on the respective maturity dates.
- ii. We shall adhere to the IFSCA guidelines for opening FCY deposits at IBU, as guided by circular number F.No.110/IFSCA/Banking Regulation/2020-21/3, dated December 4, 2020, as may be amended from time to time.

Yours faithfully,

For (Bank name)

Authorised Signatory (with Bank's stamp)

> Annexure formats for New Bank Guarantee (BG) / Standby Letter of Credit (SBLC).

<u>Annexure – V</u>

Format of Bank Guarantee (BG) / Standby Letter of Credit (SBLC)

BG / SBLC No.:

BG / SBLC Date:

From:

Name of Bank:

Address of the Bank:

(hereinafter referred to as Bank")

To,

INDIA INTERNATIONAL BULLION EXCHANGE IFSC LTD Unit No. 1302A, Brigade International Financial Centre, 13th Floor, Building No. 14A, Block 14, Zone 1, GIFT SEZ, GIFT CITY, Gandhinagar, 382050, Gujarat

(hereinafter referred to as "IIBX")

WHEREAS:

(i) M/s. a body corporate, under incorporated the Companies Act, 2013, having its Registered Office at..... is a Clearing Member of IIBX, having Clearing No., hereinafter referred to as "Clearing Member" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his / her / its successors, administrators and permitted assigns).

As per the Rules, Bye-laws and Regulations of the India International Bullion Exchange IFSC Limited (IIBX) and in pursuance of various notices/circulars issued by the International Financial Services Centres Authority ("IFSCA"), Reserve Bank of India and IIBX, all its Clearing Members are required to maintain with IIBX, Collateral towards Additional Capital in the form of Cash or Fixed Deposit of Banks or Bank Guarantee (BG)/s Standby Letter of Credit (SBLC)/s after applying suitable haircut/margins, as prescribed by IIBX from time to time.

- (ii) Clearing Members of the IIBX are also required to keep a certain amount as additional capital (Liquid Assets) with IIBX for availing of the trading limits and / or adjustment against margins prescribed by IIBX from time to time.
- (iii) Clearing Members are also required to pay to IIBX, various types of margins (comprising, inter alia, mark to market margin, Initial margin, Value at Risk margin, Special margins, Extreme Loss margins, additional volatility margins etc.) or any other margins in cash for their exposure and volume of the business done by them on the IIBX from time to time.

BG / SBLC No.:

BG / SBLC Date:

- (iv) Clearing Members are also required to fulfil their engagements, commitments, obligations arising out of trading, clearing & settlement system of IIBX.
- (v) IIBX requires that the maintenance of additional capital (Liquid Assets) / payment of various margins and fulfilment of all requirements/liabilities/obligations arising under the Rules, Bye-laws and Regulations of IIBX and/or instructions/directions issued by IIBX from time to time in relation to IIBX may be secured by the Clearing Members, inter alia, by executing a Bank Guarantee (BG) / Standby Letter of Credit (SBLC), in favour of IIBX.
- (vi) At the request of the Clearing Member, IIBX has agreed to accept a Bank Guarantee (BG) / Standby Letter of Credit (SBLC) issued in its favour from ______ (name of the Clearing Bank at IFSC, GIFT City), IFSC, GIFT City, Gandhinagar for an amount of USD ______, (USD only) in lieu of equivalent, additional capital (liquid assets) requirement, various margin payments and to meet his/ its requirements, obligations and commitments as aforesaid.

IT IS HEREBY AGREED BY THE BANK AS UNDER: -

- 1. We, the above mentioned Bank at the request and desire of the Clearing Member of IIBX do hereby irrevocably and unconditionally guarantee to pay USD _______, (USD _________only) to IIBX as a security for, additional capital (liquid assets), various margin requirements and due performance and fulfillment by the Clearing Member of his / its requirements, engagements, commitments, operations, obligations or liabilities arising under the Rules, Bye-laws and Regulations and/or pursuant to instruction /direction issued by IIBX in relation to trading on IIBX. The Bank agrees and confirms that the said guarantee shall be available as a security for meeting, satisfying, discharging or fulfilling all or any obligations or liabilities of the Clearing Member.
- 2. The Bank hereby agrees that if in the opinion of IIBX, the Clearing Member has been or may become unable to meet, satisfy, discharge or fulfil any requirements, obligations, liabilities or commitments or any part thereof to IIBX as aforesaid, then without prejudice to the rights of IIBX under its Rules, Bye-laws and Regulations or otherwise, IIBX, may at any time thereafter and without giving any notice to the Clearing Member invoke this guarantee to meet the obligations, liabilities or commitments of the Clearing Member.
- 3. The Bank undertakes that it shall on first demand of the IIBX, without any demur, protest or contest and without any reference to the Clearing Member and notwithstanding any contest by the Clearing Member, pay to IIBX sums not exceeding USD _______ (USD _______ only) as may be demanded by IIBX. The decision of the IIBX from time to time as to the requirements or obligations or liabilities or commitments of the Clearing Member and the amount claimed shall be final and binding on the Bank.
- 4. This guarantee shall not be prejudiced by the failure of the Clearing Member to comply with the Rules, Byelaws or Regulations of IIBX. IIBX shall be at liberty to vary, amend, change or alter any terms or conditions or its Rules or Bye-laws or Regulations relating to membership of IIBX in general or as applicable to the Clearing Member in particular without thereby affecting its rights against the Clearing Member or the Bank or any security belonging to the Clearing Member now or hereafter held or taken by IIBX, at any time. The discretion to make demands under this guarantee shall exclusively be that of IIBX and IIBX is entitled to demand hereunder notwithstanding being in possession of any deposits or other securities of the Clearing Member.

BG / SBLC No.:

BG / SBLC Date:

- 5. The validity of this guarantee shall not be affected in any manner whatsoever if IIBX takes any action against the Clearing Member including default, suspension or expulsion of the Clearing Member from IIBX.
- 6. This guarantee shall not be affected by any change in the constitution of IIBX or the Clearing Member or the Bank and it shall remain in force notwithstanding any forbearance or indulgence that may be shown by IIBX to its Clearing Member.
- 7. The Bank undertakes to pay to IIBX, the amount hereby guaranteed within Twenty-Four hours (excluding any IFSC Banking Unit and Nostro holidays) of being served with a written notice requiring the payment of the amount to the Branch Manager of the Bank's office address stated hereinabove or to such other address as IIBX may be aware of either by hand delivery or by Registered Post or by Speed Post or by Courier Service.
- 8. The Bank hereby consents to IIBX for:
 - (i) Making any variance, change or modification of any agreement with the Clearing Member and/ or others as IIBX thinks fit; and
 - (ii) Giving time to the Clearing Member for payment of any sums due from the Clearing Member; and
 - (iii) Making any composition with the Clearing Member; and
 - (iv) Releasing or parting with any security and / or
 - (v) Agreeing not to sue the Clearing Member

The Bank irrevocably agrees that this guarantee shall not be avoided, released or prejudicially affected and the Bank shall not be discharged from its liability hereunder to IIBX by reason of the aforesaid or by reason of any act or omission by IIBX, the legal consequence whereof may be to discharge the Clearing Member and/ or the Bank or by any act or omission by IIBX which would, but for this provision, be inconsistent with

the Bank's right as a surety. The Bank agrees that this guarantee shall remain valid and enforceable notwithstanding any forbearance or delay in the enforcement of the terms of the contract between the Bank and Clearing Member or of IIBX's Rules, Byelaws and Regulations. The Bank waives all the rights available to the Bank as surety under Section 133,134,135,139 and 141 of the Indian Contract Act, 1872 or any amendment thereof. The Bank also agrees that the Bank shall not be entitled to the benefit of subrogation to any security held by IIBX.

- 9. The Bank agrees that in the event of IIBX now or at any time hereafter holding any security, the Bank shall not be entitled to the benefit of such security or to receive such security notwithstanding that the Bank may have made payment under this guarantee.
- 10. The Bank undertakes not to revoke this guarantee during its currency except with the previous consent of IIBX in writing and this guarantee shall be continuous and irrevocable.

____ months i.e. upto ______ day of ______.

BG/ SBLC No.:

BG/SBLC Date:

- 12. Unless a claim/demand in writing is made against the Bank under this guarantee before the expiry of three months from the aforesaid date i.e. on or before ______day of ______, all rights of IIBX under this guarantee shall cease and the Bank shall be relieved and discharged from all liabilities thereunder.
- 13. No charges whatsoever, in any form, will be charged by the Bank, to IIBX, in the event of a claim against the Bank Guarantee (BG) / Standby Letter of Credit (SBLC).
- 14. Board resolution or power of attorney provided to signature(ies) for signing the Bank Guarantee (BG) / Standby Letter of Credit (SBLC) is enclosed.

Executed at IFSC, GIFT City, Gandhinagar, this _____day of _____,

For ______ (Bank)

_____ (Name of the Branch)

Sd. /-

Authorized Signatory(ies)

Seal of the Bank

<u>Annexure – VI</u>

Format of letter by the Clearing Member for deposit of Bank Guarantee (BG) / Standby Letter of Credit (SBLC) (on letter head of Clearing Member)

Date: _____

INDIA INTERNATIONAL BULLION EXCHANGE IFSC LTD (IIBX)

Unit No. 1302A, Brigade International Financial Centre, 13th Floor, Building No. 14A, Block 14, Zone 1, GIFT SEZ, GIFT CITY, Gandhinagar, Gujarat-382355

Dear Sir,

Subject: Submission of Standby Letter of Credit/s (SBLCs)

Please find enclosed the following Standby Letter of Credit/s (SBLCs) issued on our behalf in your favour towards the Additional Capital (Liquid Assets) deposit of the IIBX.

Sr. No.	Bank Name	SBLC No.	SBLC Date	Maturity Date	Claim Date	Amount (USD)

We confirm that the persons who have signed the above SBLC (s) are authorized signatories of the bank.

Yours faithfully,

Authorised Signatory

(Clg. No. _____) (Stamp of Entity)

Encl.: as above

> Annexure formats for Renewal of Bank Guarantee (BG) / Standby Letter of Credit (SBLC).

Annexure – VII

Format of letter by the clearing member for renewal of SBLC

(on letter head of Clearing Member)

To,

INDIA INTERNATIONAL BULLION EXCHANGE IFSC LTD (IIBX)

Unit No. 1302A, Brigade International Financial Centre, 13th Floor, Building No. 14A, Block 14, Zone 1, GIFT SEZ, GIFT CITY, Gandhinagar, Gujarat-382355

Dear Sir,

Subject: Submission of renewed SBLC

We refer to following SBLC(s) issued on our behalf in your favour towards the Additional Capital (Liquid Assets) deposit of the IIBX.

Sr. No.	SBLC No.	Issue Date	Amount (USD)	Maturity Date	Claim Date

The above SBLC(s) has / have been renewed for a further period as detailed below:

Sr. No.	New SBLC No.	Issue Date	Amount (USD)	New Maturity Date	New Claim Date

Yours faithfully,

Authorized Signatory

(Clg No. _____)

(Stamp of the Entity)

Encl.: Renewed SBLC

Annexure – VIII

Format for Renewal of Standby Letter of Credit (SBLC) by Bank

SBLC No.:

SBLC Date:

Date: _____

INDIA INTERNATIONAL BULLION EXCHANGE IFSC LTD (IIBX)

Unit No. 1302A, Brigade International Financial Centre, 13th Floor, Building No. 14A, Block 14, Zone 1, GIFT SEZ, GIFT CITY, Gandhinagar, Gujarat-382355

Dear Sir,

Subject: Renewal of Standby Letter of Credit (SBLC) by Bank

We (bank name), a body corporate constituted under the Companies Act 2013, having our Office at (Bank's address), refer to the SBLC No. (Original SLBC No.) executed by us on the (original SBLC date) at IFSC, GIFT City, Gandhinagar (hereinafter referred to said SNLC) on account of (Clearing Member's Name) (hereinafter referred to as clearing member) for a sum of USD ______ only) in favour of IIBX.

We now at the request of the Clearing Member further extend the period of the said SBLC, which is valid up to _____ Day's/month's, i.e. from _____ to _____ (Date).

IIBX may invoke said guarantee in part(s) without affecting its rights to invoke the said SBLC for any liabilities that may devolve later.

Now withstanding anything contained herein.

- 1. Amount of liability of bank will not exceed USD _____
- 2. The SBLC will be valid for period of ______day/months i.e. valid up to ______ (Date)
- 3. This SBLC shall be valid up to ______ and we are liable to pay the guarantee amount or pay part thereof under this SBLC only if IIBX serve upon us a written claim on or before ______ (Date i.e. within ______ months after the date of expiry of the claim period as mentioned in clause 2 above)

We hereby affirm and confirm that save and except to the extent as provided for hereinabove, the said guarantee together with all other terms and conditions therein shall remain operational and in full force and effect till

Sign for and on behalf of (bank name) on this the _____ day of _____ at the IFSC, GIFT City, Gandhinagar.

Yours truly,

For (bank name)

Authorized Signatory