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**NCDEX SPOT Exchange Limited**

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Circular to all trading and clearing members of the Exchange

Circular No. : NCDEX SPOT/TRADING/060/2009/105

Date : 30<sup>th</sup> July, 2009

Subject : Contract Specifications & Special terms and conditions for Imported Lemon Tur

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The Exchange is pleased to announce the launch of Lemon Tur Contract on its trading platform from 30<sup>th</sup> July, 2009. Trading & Clearing members are hereby requested to take note of the contract specifications & the special terms and conditions attached thereto.

<b>Commodity</b>	<b>Symbol</b>	<b>Ex- Location</b>
Lemon Tur	LMNTURMUM	Mumbai

The Contract Specifications along with the Special terms and conditions are given in Annexure 1.

All contracts and transactions in lemon Tur will be subject to the Rules, General as well as Special terms & conditions, circulars, directives & notices which the Exchange issues from time to time.

For and on behalf of  
NCDEX Spot Exchange Limited

Praveen Hiremath  
Products & Business Development Group

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# ANNEXURE 1:- CONTRACT SPECIFICATIONS FOR LEMON TUR

Type of contract	<b>Spot trading Contract</b>			
Trading system	NCDEX SPOT Exchange Trading System			
Symbol	LMNTURMUM			
Name of Commodity	Imported Lemon Tur			
Basis	Ex-warehouse-Mumbai, Inclusive of Import Duties, Mandi Cess and other taxes as applicable from time to time but Exclusive of Sales Tax, if any.			
Unit of trading	8000 KGS. (Equivalent to 8MT)			
Delivery unit	8000 KGS			
Quotation/base value	Rs per quintal			
Tick size	Re.1 per quintal			
Buyer Margin %	8 %			
Quality specification	<b>S. No.</b>	<b>Commodity Specifications</b>	<b>Basis</b>	
	1	Foreign Matter (Including Dust, Sand and Other Admixtures)	2% Max	
	2	Weeviled Seeds (The Material should be free from live infestations)	3% Max	
	3	Damaged Otherwise (Including immature, shriveled, heated fungi and Discolored grain) and Brokens	4% Max	
	4	Sister Beans	1% Max	
	5	Moisture	12% Max	
	6	Crop Year	Current	
	7	Origin	Burma	
Quantity variation	+/- 2% max			
Delivery Centre	Exchange Accredited warehouses at Mumbai			

Standard Allowances	0.2 %
Delivery Logic	All open positions at the end of the trading day will result into delivery.
Trading hours	<p>Mondays through Friday. 10:00 AM to 09:00 PM</p> <p>Saturday : 10.00 AM to 2.00 PM</p> <p>The SPOT Exchange may vary the above timing with due notice. The Exchange may suspend or resume trading at any time at its absolute discretion.</p>
Seller/Buyer pre-requisites	The Seller would need to deposit the Lemon Tur at the accredited warehouse before putting a sell order. The Buyer will need to make an advance payment in the form of margin with his member before putting a buy order.
Price Limits	<p>Daily price limit will be (+)/ (-) 6%. If the trade hits the prescribed daily price limit there will be a cooling off period for 15 minutes. Trade will be allowed during this cooling off period within the price band. Thereafter the price band would be raised by another (+/-) 3%.</p> <p>If the price hits the revised price band of 9 % during the day, there will be a cooling period of 15 mins. trades will be allowed within the revised price band. There after the price band would be raised by another 3%.</p> <p>No trade/order shall be permitted during the day beyond the revised limit of (+/-) 12 %.</p>
Type of contracts	If the settlement day happens to be a Saturday/Sunday or Holiday then the settlement shall happen on the next working day.
Opening of contracts	Contracts of one day duration each shall be available for trading from Monday to Saturday.
Applicable terms and conditions	All transactions shall be subject to special terms and conditions annexed herewith and all parties shall be deemed to have agreed to the above contract specifications and the special terms and conditions and shall be bound by them as well as the Rules and the General Terms and Conditions of the Exchange.



# SPECIAL TERMS & CONDITIONS FOR THE SALE & PURCHASE OF LEMON TUR ON THE NCDEX SPOT EXCHANGE LTD.

**DEFINITIONS**

- a. **AUTOMATED TRADING SYSTEM** shall mean the computer system including hardware, software and related communication systems made available by the Exchange for online selling and buying of goods.
  
- b. **the EXCHANGE**  
'the Exchange' shall mean the NCDEX SPOT Exchange Ltd.
  
- c. **SELLER**  
The person or entity who has offered Lemon Tur for sale on the Exchange platform in accordance with the prescribed Rules, general and special terms and conditions of the Exchange.
  
- e. **BUYER**  
The person or entity who has offered to purchase Lemon Tur on the Exchange platform in accordance with the prescribed terms and conditions of the Exchange.
  
- f. **DELIVERY CENTRE/S**  
The Exchange accredited warehouse/s which is/are notified as the delivery centre/s. Initially, the location for delivery pursuant to trades in Lemon Tur would be at Mumbai
  
- g. **WAREHOUSE MANAGEMENT SYSTEM:** - The Warehouse Management System (WMS) is a technology interface which facilitates deposit and withdrawal of holdings of commodities stored in the accredited warehouse and the pay-in of funds towards trading in commodities on the NCDEX Spot Exchange.
  
- h. **WEB NSCFE:** - WEB NSCFE is a technology interface which facilitates settlement of levies & the short/excess quantities of the traded commodities as well as premium and discount on the commodity grade.

**Terms & Conditions:-**

1. All the transactions, contracts, deals and trades for sale/purchase of Lemon Tur of the variety as notified herein by the Exchange entered into through the Automated Trading System of the Exchange shall be governed by the terms and conditions stipulated herein below and any further terms and conditions as may be specified or informed by the Exchange from time to time.
2. The location for delivery pursuant to trades on the Exchange shall be at MUMBAI.
3. The Seller shall, through the trading member, offer and the Buyer shall, through the trading member offer, respectively, to sell and to buy Lemon Tur of quality and details as specified in the contract specifications herein on the automated trading system and the Seller as well as the Buyer shall be bound by all the terms and conditions stated herein and also by the Rules and General Terms and Conditions notified by the Exchange.
4. Trade would occur on the Exchange trading platform whereby buy and sell orders are matched on price-time priority and on any other parameter/s as put in place by the Exchange from time to time.
5. The net open position at the end of trading hours shall have to be settled by giving and taking physical delivery of the commodity traded.
6. The Buyers/Sellers shall be permitted to square-off their sell or buy positions during the day.
7. The Sellers or Buyers who are not registered as members of the Exchange can trade by putting their orders through a registered member of the Exchange.
8. The members can give quotes on his own behalf or on behalf of clients for different quantities through out the trading hours.

9. The member shall be permitted to modify the buy/sell quotes till the time of matching on the Exchange trading platform.
10. During the stipulated trading hours, a member shall not be allowed to put in a sell order in excess of his Net Buy Open Positions + Free warehouse balance.

Free warehouse balance is calculated by using the below formula

Quantity Locked	xx
Less: - Qty already traded	xx
Less: - Open Sell orders	xx
Less: - Withdrawal requests	xx
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Free Warehouse Balance	XX

11. Margins shall be charged on the net buy positions only and shall get released online when a buy position is squared off.
12. Net open sell or buy positions shall be calculated at the client level for each member.
13. Short selling of commodities shall not be allowed on the trading platform.
14. An advance payment of 8% of the purchase order value shall be charged from the Buyer. The percentage of advance payment to be taken from the Buyer shall be as deemed and decided by the Exchange and shall also be subject to revision at the discretion of the Spot Exchange.
15. No advance payment shall be charged from the seller
16. **Time for trading:-**  
Monday through Friday 10:00 AM to 09:00 PM (IST)  
Saturday 10:00 AM to 02:00 PM (IST)

All timings are as per Indian Standard Time. No trading shall take place on any day which is declared as holiday by the Exchange at its absolute discretion. The Exchange reserves the right to suspend or stop trading at any time at its absolute discretion.

17. Unit of Trading & Unit for price Quotation:-

- Offers for sale & purchase can be made in lots of 8000 kgs or multiples thereof.
- The unit of price quotation shall be Rs./quintal
- The orders/trades will be on ex-warehouse basis and will be quoted on the basic rate basis i.e. exclusive of all taxes/levies/.

18. All outstanding orders will be cancelled at the end of the trading hours.

19. There will only be one type of order – Limit order.

**Seller/Depositor.**

1. Only those depositors who have deposited the Lemon Tur into the Exchange accredited warehouses and whose quality is in accordance with the specifications prescribed by the Exchange from time to time may sell Lemon Tur on the Exchange platform.
2. When the Seller deposits the Lemon Tur into the Exchange accredited warehouse, the same will be subject to visual inspection, inspection as to the soundness of packing etc. among other parameters, by the warehouse and upon being satisfied of the nature and sound packing of the commodity, the warehouse shall issue Deposit Acknowledgment Slip (DAS) and shall process the deposit of the commodity. The goods shall be subjected to assaying and only upon the goods being certified by the Assayer as accepted within the specified norms of quality mentioned in the contract specification, the warehouse shall accept the goods for storage. The DAS shall be valid till the assaying report is received by the warehouse.



3. Upon completion of assaying process and successful certification of the goods, the Warehouse shall proceed to issue Commodity Deposit Certificate (CDC)
4. The details of the CDC will have to be entered into the Warehouse Management System ('WMS') by the Member with whom the depositor is affiliated/registered.
5. Seller shall ensure availability of Lemon Tur equivalent to the quantity of Lemon Tur to be traded, in the Warehouse Management System (WMS) put in place by the Exchange prior to entering sell order through the trading platform and shall, through his member, instruct the warehouse to, electronically lock the same for sale in the WMS.
6. The Seller Member shall get the quantity locked from the accredited warehouse by giving written request by way of fax / personal delivery to the accredited warehouse mentioning Member ID & client id, commodity, Commodity Deposit Certificates (CDC) nos., validity & quantity which the Seller desires to lock-in in the WMS. It shall be the responsibility of the Member to ensure that the written request is on the official letter head of the Member and carries the signature of the authorized signatory of the Member. Upon receipt of such request, the warehouse would check the physical quantity of Lemon Tur available for lock-in and after ensuring that sufficient quantity is available for lock-in, the said warehouse would confirm the lock-in for the requested quantity in the WMS.
7. Failure to deposit & lock in sufficient quantity of Lemon Tur as aforesaid in the Exchange delivery system would result in rejection of sell order when placed through the automated trading system. The Seller Member shall place the sell order after getting online confirmation in the WMS from the accredited warehouse about the lock-in of the quantity as requested.
8. Seller may unlock any quantity of Lemon Tur prior to execution of trade on any given day and may request release of goods if deposited in the warehouse. Partial unlocking is allowed for withdrawal purposes.

9. Seller may modify his price from time to time or withdraw the offer before any order is matched with any Buyer as per process put in place by the Exchange.
10. The warehouse shall have to be informed by the Member regarding any withdrawal of the goods. The process for placing a withdrawal request in the WMS is provided in the Member manual for WMS available on the website of the Exchange.
12. The member /member's representative (whose profile is created in the manner prescribed) can take the physical delivery of the requested quantity of Lemon Tur from the warehouse upon presentation of necessary proofs.
13. Undertaking from Depositor: Every depositor shall have to provide an undertaking in the prescribed format to the Warehouse at the time of deposit to the effect that:
  - The CDC/s issued is/are for the limited purpose of entry into WMS for trading on the Exchange platform.
  - The depositor can withdraw the goods only as per process of withdrawal through member in the WMS.
  - The goods deposited by him are not under any lien or encumbrance.
  - The goods being deposited are owned by the depositor or the depositor has complete legal authority to sell and transfer the goods
14. The Warehouse shall issue a CDC to the Seller for every tradable lot which is deposited.

For eg :- if a depositor has brought in 24000 kgs of Lemon Tur then the warehouse shall issue 3 separate CDC's to the Seller on net quantity after deducting standard allowance and bag wt.
15. **Withdrawal of non-traded goods:** Withdrawal requests for the free balance of commodity can be placed online. If the depositor wishes to withdraw the goods from the warehouse in any of the following stages,

- a. after issue of CDC and before entering the details of the CDC in the WMS,
- b. after lock-in of the quantity of goods and till the time there is no sell order placed on the trading system of the Exchange by the member concerned on behalf of the depositor,
- c. after lock-in and partial sale of the locked-in quantity, the remaining quantity is sought to be withdrawn,

then the depositor shall have to follow the process for release of commodity through the WMS system only.

Currently, as per the system put in place,

- a. the depositor has to place a "Withdrawal Request" through his Member WMS module for processing.
- b. The depositor has to then submit his photo id, signature proof along with the original CDC.
- c. Upon verification and satisfaction by the warehouse, the requested withdrawal quantity will get released through the WMS member module as per process put in place

16. The seller should ensure that mandi fee if applicable is paid on the Lemon Tur delivered on the Exchange platform and where such fee has been paid, the seller shall deposit a copy of the mandi fee paid receipt with the warehouse at the time of deposit.

#### **Buyer.**

1. Buyers shall, before putting in an order through the automated trading system, make an advance payment of such amount as prescribed by the Exchange from time to time in respect of the quantity of Lemon Tur proposed to be purchased. The buying member before placing an order shall ensure that funds towards such advance payment are transferred through payment gateway to the settlement

bank account of the Exchange. In the event of shortage of funds, the buy orders will be rejected in the system.

2. Buyer can modify quantity and price quoted or may also withdraw any order before the order is matched /executed on the automated trading system
3. After the matching of quotes, the Buyer shall make available the balance amount (ie total obligation less advance payment already made) payable towards the net purchase consideration in the Exchange settlement account on the T + 2<sup>nd</sup> day. The time for payment on T+2<sup>nd</sup> day shall be 11.30 am (*pls see Annexure 2 for time & activity flow for trading & settlement*)
4. Any Buyer shall, for removal of Lemon Tur from the warehouse, contact the warehouse and arrange for such removal / delivery.
5. The Buyer shall have to take delivery of the Lemon Tur from the accredited warehouse at the delivery centre either himself or through an authorized representative in the manner given below.
6. The profile of the Buyer/Buyer's representative will have to be created by the Buyer Member in the WMS in the manner provided, prior to taking physical delivery of Lemon Tur Grade from the accredited warehouse.
7. Buyer or the Buyer/'s authorized representative shall, on or after the T+2<sup>nd</sup> day, go to the Warehouse with necessary identity proof as per profile created in the WMS after intimating the warehouse. The Buyer's authorized representative shall have to carry a duly signed authorization letter of the Buyer at the time of taking delivery at the warehouse.
8. Documentary Proof' (Photo identity) to be submitted by the Buyer/'s authorized representative at the time of taking delivery of the physical goods (Any one of the below).

Passport
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Driving License
Voters Identity Card
PAN card

9. Warehouse shall verify the identity proof submitted by the Buyer or his authorized representative with the proofs recorded in the WMS initially at the time of creation of the profile by the Buyer Member.
10. Buyer/Buyer's authorized representative & Warehouse shall confirm physical delivery in the WMS by registering the identity proofs in the manner provided. The Buyer shall bear the. Charges on account of delivery, handling and lifting of the goods.
11. Any reference as to contentions of difference in quality or quantity of the goods delivered shall have to be referred to the warehouse and the Exchange within 3 days from the date of settlement and the Exchange's responsibility with regard to settlement shall cease to exist after such period. (it may please be noted that in the event of receiving a complaint within the said time limit, there has to be recourse to the seller for resolution and if pay-out has been made to seller, the Exchange could find itself in cold facing buyer's claim).
12. The Buyer may, through his buying member, before the matching/execution of his order, send his request for release of the funds any time through the system put in place by the Exchange and the funds will be credited to the settlement account of the buying member, unless such amount is the amount payable by such Buyer/buying member.
13. Failure to bring in the balance amount (ie. total obligation less advance payment already made) payable towards the purchase consideration shall attract non-performance compensation as decided and deemed fit by the Exchange. A non-performance compensation of an amount equal to **Allocated Quantity defaulted \*DSP \* Margin Percentage** shall be recovered from the margin already lying with the Exchange on the net buy positions.

14. The non-performance compensation shall be recovered from the advance payment already paid by the Buyer Member. The non-performance compensation recovered from the Buyer Member shall be utilized to compensate the Exchange and the Seller Member & the Settlement Guarantee fund in the below ratio.
  - a. 30% to Seller Member for the opportunity loss incurred by him
  - b. 40% towards building a Settlement Guarantee Fund.
  - c. 30% to NCDEX Spot Exchange to cover operational expenses
  
15. There shall be levied on the Buyer, a non-performance compensation if the Buyer client fails to collect the physical commodity within the stipulated time period.
  
16. Warehouse charges from the settlement date till delivery shall be borne by the Buyer.

#### **Other terms & conditions.**

##### **1. Withdrawal of Funds**

- Deposit of funds can be done online.
  
- Request for withdrawal of funds from the Settlement a/c can be placed online but shall be processed at 2.45 pm everyday.

##### **2. Re-deposit of traded Lot:**

- If Buyer wishes to further trade an allocated lot then warehouse shall check the validity of the said lot and if found within validity period or such period as may be prescribed by the Exchange from time to time, shall issue CDC to the Buyer as depositor/holder of the said quantity of commodity.
  
- Redeposit means request from Buyer client to retain the goods in the same warehouse for the purpose of subsequent trading.

##### **3. Assaying**

- Lemon Tur delivered shall be packed in clean, dry, sound, single, new or unmended polypropylene (PP) or jute bags in merchantable condition and or any other accepted industry standard material with the mouth of the bag stitched disallowing sweating/ spilling. The packaging of Lemon Tur should be in standard bags of 50 kg (Gross weight). (please ensure if this is in line with Packaging norms prescribed by Govt. as may be applicable to Tur)
- The fresh deposit of imported Lemon Tur accepted at NSPOT accredited warehouse shall have to be assayed and certified as meeting the contract specification, before acceptance for deposit and delivery on the Exchange platform. the assayer will give fixed 3 months validity on a date to date basis from the date of physical deposit in the warehouse.
- For Example:
  - Date of Physical deposit: 22/07/09
  - Date of Sample collection: 22/07/09
  - Date of Assaying: 23/07/09If passed in the testing as per NSPOT contract quality specification then assayer will issue the assaying certificate mentioning validity as 22/10/09
- Note: There is no re-validation.

#### 4. Settlement

- The net open positions of Sellers and Buyers at the end of the trading day (EOD) shall be due for settlement.
- At the End of every trading day, the net open positions at the EOD shall be matched and allocated for settlement and delivery. i.e. the Buyer shall have to take delivery and the Seller shall have to give delivery of the physical commodity.
- At the EOD, Members would receive a listing of all trades done during the day as well as net positions based on which member is obliged to pay/receive funds and/or commodities.

- The Buyer shall make an advance payment by way of margin as applicable on the trade date and arrange to settle the balance amount on the T+2nd day.
- There shall be only one consolidated settlement run for funds & commodities i.e on the T+2<sup>nd</sup> day.
- The open positions as at the end of the trading hours culminating into sale with physical delivery of commodities shall be deemed to have been concluded at the traded price.
- Seller shall issue an invoice to the Buyer at the Daily Settlement price.

#### 5. Settlement of taxes/Shortage/Excess qty/ Grade Premium & Discount.

- The Buyer shall through the Web NCFE module furnish client details/ consignee details on the T+1th day between 8.00 am & 12.00 noon. *(please refer Annexure 2 for time & activity schedule for trading & settlement)*
- The Seller shall through the Web NCFE module furnish all the relevant details between 1.00 pm & 5.00 pm. *(please refer Annexure 2 for time & activity schedule for trading & settlement)*
- Members and Constituents receiving or giving delivery shall have to be registered with the respective Sales Tax/Vat authorities of the place where the delivery is proposed to be given/received. In the event of Sales Tax Exemption, such exemption certificate should be submitted before settlement of the obligation. There will be no exemptions on account of resale or second sale in VAT regime. At present there is no VAT applicable to Tur in Mumbai.
- The amount due towards taxes & shortage/excess of quantity/grade premium & discount shall be settled at the Settlement price determined by the Exchange and invoices shall be raised accordingly.



- For the purpose, Daily settlement price shall be the volume weighted average price of the whole day.
- Failure on the part of the Buyer to furnish relevant information shall result in settlement of taxes/levies/short qty/excess quantity on the amount indicated by the Seller.
- Failure on the part of the Seller to furnish relevant information shall result in funds settlement of only the basic rate which is the traded price. The Exchange shall not be responsible for the non-settlement of the levies/taxes/short qty/excess quantity and CDC on account of the failure of the Seller to furnish the relevant details on time.
- Failure on the part of the seller to furnish the grade for premium/discount settlement shall result in settlement of trade without grade premium or discount. The Exchange shall not be responsible for the non-settlement of the grade premium or discount on account of the failure of the Seller to furnish the relevant details on time.

#### 6. Premium /Discount

- As there is Single quality grades no premium/discount for grade is applicable.
- As there is only 1 delivery center no premium/discount for location is applicable.

7. Risk Management- Members are requested to refer to the circular No: NCDEX SPOT/RISK/002/2009/028 dtd January 15<sup>th</sup>, 2009 for further details.

#### 8. Complaints & Dispute Redressal

- Any dispute arising between the Seller and the Buyer may be referred to the dispute resolution mechanism as put in place by the SPOT Exchange. However such dispute shall be brought to the notice of the SPOT Exchange latest by, on or



before the close of market hours of the 3<sup>rd</sup> day from the date of settlement (pay-in and pay-out) after which the SPOT Exchange shall not entertain any reference in that regard.

- No quantity/quality related issues will be accepted once the Lemon Tur has been taken out of the warehouse and no reference complaining on quantity or quality shall be entertained when made after the close of market hours on the 3<sup>rd</sup> day from the date of settlement or thereafter.

## Annexure 2:- Time & Activity Flow for Settlement

DAY	ACTIVITY	TIME
T	Pre-open session	9.30 am to 10.00 am
T	Trading hours	10.00 am to 9.00 pm
	Dissemination of Tentative allocation report	
T	Declaration of Daily Settlement Price	After 9.00 pm
	Buyer shall provide through Web NSCFE client/consignee	
T+1	details	8.00 am upto 12.00 pm
	Seller shall provide through Web NSCFE amount due by way of sales tax/excess shortage along with details of lots	
T+1	( CDC No. qty, Grade, validity) being offered for delivery	1.00 pm to 5.00 pm
T+1	Dissemination of Final allocation report	After 5.00 pm
T+2	Funds payin	11.30 am
T+2	Penalty Settlement	2.00 pm
T+2	Commodity & funds payout	2.00 pm