

**Contract Specifications of Barley**

<b>Symbol</b>	BARLEY
<b>Description</b>	BARLEYMMYY
<b>Contract Listing</b>	Contracts are available for all 12 calendar months in a year, as per the Contract Launch Calendar.
<b>Last Trading Day</b>	20 <sup>th</sup> of contract month. If 20 <sup>th</sup> is holiday or Saturday then preceding working day.
<b>Trading</b>	
<b>Trading Period</b>	Mondays through Saturdays
<b>Trading Session</b>	Monday to Friday: 10.00 am to 5.00 pm Saturday: 10.00 am to 2.00 pm
<b>Trading unit</b>	10 MT
<b>Quotation/Base Value</b>	Rs/Quintal
<b>Price Quote</b>	Barley, Ex-Warehouse Jaipur including APMC cess and all expenses, but excluding VAT/ sales tax
<b>Tick Size (minimum price movement)</b>	20 paise
<b>Daily Price Limits</b>	The base price limit will be 2%. Whenever the base daily price limit is breached, the relaxation will be allowed upto 4% with a cooling off period of 15 minutes
<b>Initial Margin</b>	5 %
<b>Additional and/ or Special Margin</b>	In case of additional volatility, an additional margin (on both buy & sell side) and/ or special margin (on either buy or sell side) at such percentage, as deemed fit, will be imposed in respect of all outstanding positions.
<b>Maximum Allowable Open Position</b>	For individual clients: 6500 MT For a member collectively for all clients: 32500 MT or 15% of the market-wide open position, whichever is higher  Near Month Limits: For individual clients: 1300 MT For a member collectively for all clients: 6500 MT or 15% of the market-wide open position, whichever is higher
<b>Delivery</b>	
<b>Delivery Unit</b>	10 MT (with tolerance limit of 500 kg) which means that if the seller delivers any quantity between 9.50 MT to 10.50 MT, it will be construed as adequate discharge of his delivery obligation of 10 MT, though he will get the value only for actual quantity delivered by him.
<b>Delivery Period Margin</b>	25% of the open position during the delivery period
<b>Delivery Center(S)</b>	Exchange approved warehouse at Jaipur (upto the radius of 50 kms from the municipal limits)
<b>Additional Delivery Centres</b>	Exchange approved warehouse at Shri Madhopur, Sikar, Chomu, Sri Ganganagar, Hanumangarh and Sirsa (within 50 Km radius of the respective municipal limits)

<b>Delivery Standards</b>	Barley of Standard Mill variety confirming to the following quality standards will be deliverable. No live infestation is permitted.	
	Foreign Matter Basis Acceptable upto  Rejected	Max. 1% Max. 2% at 1:1 discount and upto max. 3% at 1:2 discount Above 3%
	Broken, Shriveled, Immature Basis Acceptable upto  Rejected	Max. 4% Max. 5% at 1:1 discount and upto max. 6% at 1:2 discount Above 6%
	TCW : (Test Count Weight) Basis Acceptable  Rejected	Min. 40 gms per 1000 grains Below 40 gms and upto 38 gms at 1:1 discount Below 38 gms per 1000 grains
	Moisture Basis Acceptable upto  Rejected	Max. 10% Max. 12% at 1:1 discount and upto 13% at 1:2 discount, Above 13%
<b>Packing</b>	Barley should be delivered in 50kg/ 80 Kg bags (gross weight basis, with a permissible variation of +/- 5%). Barley should be delivered in sound gunny bags. Delivery in bags used for storing poultry feed is not allowed.	
<b>Delivery Logic</b>	Compulsory Delivery	

### Contract Launch Calendar

Contract Launch Months	Contract Expiry Months
July 2010	January 2011
August 2010	February 2011
September 2010	March 2011
October 2010	April 2011
November 2010	May 2011
December 2010	June 2011

### Delivery and Settlement Procedure of Barley

<b>Delivery Logic</b>	<b>Compulsory Delivery</b>
<b>Tender Period</b>	Last 5 working days of the contract expiry and 1 <sup>st</sup> working day after expiry of the contract
<b>Delivery period</b>	Last 5 working days of the contract expiry and Two working day after expiry of the contract
<b>Tender notice / Delivery Pay-in</b>	Seller may give the intention to deliver on any tender day during the tender period. Such intentions should be accompanied with the Warehouse Receipt (duly endorsed & signed by the depositor & the Member), and valid quality certificate issued by quality certifying agency. All outstanding positions shall be marked for delivery at the expiry of the contract
<b>Mode of Communication</b>	Fax / Courier Seller/s to send intention of delivery on any tender day, during tender period, by or before 12.00 noon. Any intention, received from the Seller/s, will be broadcasted on TWS by the Exchange by 1.00 p.m. on the respective tender days
<b>Tender Period Margin</b>	During last 5 days of the contract, tender period margin will be increased by 3% every day (a total of 15% margin on last day). Such margin will be imposed on both buy & sell open positions and will be in addition to the initial/daily margin, special and/ or any other additional margins, if any.
<b>Delivery Period Margin</b>	25% on marked quantity.
<b>Exemption from Delivery Period Margin</b>	Tender & Delivery Period Margin is exempted if goods tendered during tender days with all the documentary evidence
<b>Delivery allocation</b>	A. On each Tender Day, during the Tender Period, the intentions of delivery received will be marked for delivery to the outstanding long position holder/s at the end of the day at daily settlement price (closing price). B. All open positions after closing hours on expiry date at DDR (Due date rate)
<b>Delivery Pay-in</b>	On tender days by 12.00 p.m. except Saturday, Sunday and Public holiday. For delivery marked by the exchange on Expiry of contract, by 5.00 p.m. on E+1 Day (E – Expiry day).
<b>Delivery Pay-out</b>	By 5.00 p.m. on Tender / Expiry day + 2 basis
<b>Pay-in of Funds</b>	By 11.00 a.m. on Tender / Expiry day + 2 basis
<b>Pay-out of Funds</b>	After 2.00 p.m. on Tender / Expiry day +2 basis
<b>Penal Provision</b>	<b>I – Seller Default</b> Any seller having open position on the expiry date fails to deliver on the next day then a penalty of 3% of DDR shall be imposed on such defaulting seller.

Out of which 1.75% will be deposited to IPF, 1% of penalty will be given to the buyer & balance 0.25% will be retained by the Exchange.

Additionally, the difference between the DDR & the average of the three highest last spot prices of the five succeeding days after the Expiry of the contract (E+1 to E+5 days) if the average price so determined is higher than DDR.

**II – Buyer Default**

The buyer will have to compulsorily take the delivery of goods. Default on taking delivery by the buyer is not permitted and therefore, the amount due from the buyer for delivery obligation shall be recovered from the buyer as pay-in of funds on stipulated pay-in day. Failure to discharge the pay-in amount will be treated as pay-in default which may lead to deactivation of the trading terminal/s of the member and will also be liable for such other actions as Exchange deems appropriate.

Exchange, as deemed appropriate, shall have the right to sell/dispose the goods through auction (or through other appropriate mechanism as and when required) on account of such defaulting buyer to recover the dues.

Penalties & charges to be debited to defaulting Buyer:

<b>S. No</b>	<b>Where Auction is fully conducted</b>	<b>Where Auction is partly conducted</b>	<b>Where no Auction is conducted</b>
1	Penalty @ 3% on DDR  <b>AND</b>	Penalty @ 3% on DDR  <b>AND</b>	Penalty @ 3% on DDR  <b>AND</b>
2	Difference between DDR & Auction price if Auction price is lower than DDR  (including proportionate quality and quantity differences) <b>AND</b>	Difference between DDR & Auction price if Auction price is lower than DDR to the tune of auctioned quantity (including proportionate quality and quantity differences)  <b>AND</b>	NA  <b>AND</b>
3	NA	For unauctioned quantity, difference between DDR and the average of the three lowest last	For unauctioned quantity, difference between DDR and the average of the three lowest last

		spot prices of the five succeeding days after the Expiry of the contract (E+1 to E+5 days) if the average price so determined is lower than DDR.	spot prices of the five succeeding days after the Expiry of the contract (E+1 to E+5 days) if the average price so determined is lower than DDR.	
<b>Taxes, Duties, Cess and Levies</b>	<p>Out of penalty of 3%, 1.75% will be deposited to IPF, 1% of penalty will be given to the seller &amp; balance 0.25% will be retained by the Exchange.</p> <p>Whereas, out of the close out amount for un-auctioned quantity as mentioned above, 90% will be credited to the counter party and 10% of the same will be retained by the Exchange towards administrative expenses.</p> <p>Inclusive of APMC cess and all Expenses / Charges / Levies but Excluding VAT / Sales tax.</p> <p>The seller will issue invoice in the name of the buyer, accordingly.</p>			
<b>Due Date Rate</b>	Exchange shall take spot prices from a panel of different entities from spot market and shall compute the daily average price. Due Date Rate is calculated on the last day of the contract maturity by way of taking the simple average of last 5 days spot price so computed.			
<b>Odd lot Treatment</b>	Not Applicable			
<b>Location Premium / Discount</b>	Delivery Centre	Premium	Discount	Remark
	Shri Madhopur	-	-	At Par
	Sikar	-	-	At Par
	Chomu	-	-	At Par
	Sriganganagar		Rs 20	
	Hanumanagarh		Rs 20	
	Sirsa		Rs 20	
<b>Warehouse, Fumigation, Insurance and Transportation Charges</b>	<p>-Borne by the seller upto commodity pay-out date.</p> <p>-Borne by the Buyer after commodity pay-out date.</p>			
<b>Buyer's option for lifting of delivery</b>	Buyer will not have any option about choosing the place of delivery and will have to accept the delivery as per allocation made by the Exchange.			
<b>Delivery Center</b>	Deliveries can be effected from Exchange approved warehouse at JAIPUR (Within 50 km radius from the municipal limits)			
<b>Additional Delivery Center</b>	Exchange approved warehouse at Shri Madhopur, Sikar, Chomu, Sri Ganganagar, Hanumangarh and Sirsa (Within 50 km radius from the Municipal limits)			
<b>Delivery Order</b>	Good delivery order will be submitted in specified format giving details of Members / Registered Non-Members who shall perform delivery.			

	<p>Each delivery order issued shall be in multiples of minimum delivery lots and shall be designated for only one delivery center and one location in such center.</p> <p>It will be accompanied with Warehouse Receipt, Invoice and Good Delivery Quality Certificate valid upto 15 days after the expiry of the contract, as per contract specifications from Exchange designated certifier, Delivery order once submitted cannot be withdrawn or cancelled or changed unless so agreed by MCX in writing. Members tendering the delivery order shall clearly specify the grade and shall be in conformity with the surveyor's certificate accompanied with the delivery document and cannot be changed subsequently.</p>
<b>Delivery Grades</b>	The members tendering delivery will have the option of delivering such grades of goods as permitted by the Exchange under the contract specifications. The Buyer will not have any option to select a particular grade and the delivery offered by the seller and allocated by the Exchange shall be binding on him.
<b>Evidence of Stock in possession</b>	At the time of issuing the delivery order, the member must prove to the Exchange that he holds stocks of the quantity and quality specified in the delivery order at the declared delivery center. This should be substantiated by way of producing warehouse receipt.
<b>Endorsement of Delivery Order</b>	The Buyer member can endorse delivery order to a client or any third party with full disclosure given to MCX. Responsibility for contractual liability would be with the original assignee.
<b>Sampling and Analysis at the time of Delivery</b>	In case the buyer does not agree to the Surveyor's report as to the quality of the commodity, he shall desire for second sampling and intimate the Exchange in writing within 48 hours of the pay-out date.
<b>Sampling Procedure</b>	<p>The system of drawing of samples tendered for delivery will be as prescribed in the Bureau of Indian Standards procedure. Three Samples shall be drawn as under:</p> <ul style="list-style-type: none"> <li>• First Sample - for the buyer</li> <li>• Second Sample - for the seller</li> <li>• Third Sample - for final reference, if it becomes necessary</li> </ul> <p>If the first sample collected by the buyer and analyzed by the surveyor appointed by him, conforms to the specifications, then the goods tendered for delivery shall be accepted and no subsequent claims from the buyer regarding quantum of rebate or any other indemnification shall be admissible nor sellers shall be obliged to pass any sealed samples to the buyer if requested subsequently. The sampling methods to be adopted for analysis will be decided by the Exchange.</p>
<b>Failure of First Sample</b>	If the first sample as examined by the buyer's surveyor fails to conform to the quality standards specified, the buyer shall intimate the seller within 72 hours of collection of sealed sample along with a copy of the analyst's report. The seller shall immediately send the second sealed sample to an approved laboratory, which is also agreed by the buyer. The result of the same shall be binding on both the parties. In the event the buyer and seller do not mutually reach agreement with the results of the second sample test, then the Exchange shall send the third sealed sample to any one of the approved laboratories / surveyor, as decided by the Exchange.

<b>Final Surveyor's Report</b>	The analyst's report of the approved and agreed independent laboratory shall be forwarded by the Exchange to the parties immediately on receipt of the same. In such case, the final payment to the seller will be made on the basis of test report received by the Exchange pursuant to the third test. The Exchange will also direct the party, in whose favor the result is declared to collect the cost of tests and detention charges from the other party. In case the commodity stands rejected then it will tantamount to failure on the part of the seller to give delivery, which shall be closed out as per the due date rate treating the same as shortage.
<b>Obligations of the Independent Analyst</b>	In order to ensure that tests are exactly comparable and that the results are consistent, the independent analyst shall determine the particular analytical test by applying the methods specified in relevant IS. The analyst shall be required to append a certificate to that effect to the analysis report issued by him.
<b>Legal Obligation</b>	The member will provide appropriate tax forms wherever required as per law and as customary and neither of the parties will unreasonably refuse to do so.
<b>Extension of Delivery Period</b>	As per the Exchange decision due to a force majeure or otherwise.
<b>Applicability of Business Rules</b>	<p>The general provisions of Byelaws, Rules and Business Rules of the Exchange and decisions taken by Forward Markets Commission, Board of Directors and Executive Committee of the Exchange in respect of matters specified above will form an integral part of this contract. The Exchange or FMC as the case may be, may further prescribe additional measures relating to delivery procedures, warehousing, quality certification, margining, risk management from time to time.</p> <p>The buyer shall have to lodge their claim against quality of goods / delivery allocated to them, if any, within 48 hours from the date of scheduled pay out of the Exchange and failing which, no claim shall be entertained by the Exchange thereafter. (The interpretation or clarification given by the Exchange on any terms of this contract shall be final and binding on the members and others)</p>