

## Annexure

### Procedure for Deposit & Delivery of Almond at ICCL Accredited Cold Storage

In terms of the provisions of the Rules, Bye-Laws and Regulations of the Indian Clearing Corporation Ltd. ("ICCL"), Members/Participants are notified as under:

Members/ Participants, who desire to deposit/withdraw Almond i.e, Almond (In -Shell) at/from the ICCL Accredited Cold Storages for trading/ delivery on BSE platform are advised to adhere to the below mentioned procedure/conditions.

#### **1. Procedure for Deposit request**

Minimum 1 working days prior intimation by way of entry into CDSL Commodity Repository Ltd. (CCRL) system is mandatory for cold storage arrangements such as storage and sampling arrangements. Loading and unloading of goods will be undertaken on first come first serve basis. Deposit shall be accepted preferably in the working hours at the ICCL accredited cold storage. Similar time schedule shall be followed at the time of lifting the goods from accredited cold storage.

Depositor shall submit duly filled in Know Your Depositor ("KYD") form & Depositor Transaction Declaration ("DTD") form in the format prescribed by ICCL before depositing goods in the accredited cold storage and shall also ensure compliance with all the relevant laws/ regulations of the statutory authorities and best practices for depositing Almond (In -Shell) in the accredited cold storage.

Depositor shall ensure that commodities deposited are neither beyond FED (Final Expiry Date) nor rejected commodities from any other cold storage of ICCL or other clearing corporations.

Depositor shall ensure that Almond (In-shell) intended to be delivered on Exchange platform, should be deposited in cold storage, giving adequate time for arranging logistics services and completion of assaying and certification by the WSP and assayer

In addition to the above documents, following additional documents may be taken from the Depositor by the Warehouse Service Provider (WSP)-

- I. Certificate of Analysis (CoA) and/or Crackouts Certificate received from packers/ supplier California origin (Inhouse certificates/ USDA Certificate)
- II. Copy of Invoice/E-Way Bill
- III. Any other documents required by WSP.

## 2. Weight

Prior to deposit/delivery of the Almond (In -Shell) at/from the ICCL Accredited Cold Storages, the weight of the Almond (In -Shell) received and/ or delivered would be determined at the calibrated weighbridge/ weigh scale of the accredited cold storage. Entire weighment process will be monitored and supervised by the cold storage supervisor in the presence of depositor or representative of the depositor. The quantity so determined would be binding on all the parties.

## 3. Packaging

Almond (In -Shell) should be packed in High Density Polyethylene (HDPE)/ PP (Poly Propylene) bag size of 25 Kg and in merchantable condition with no spilling of contents and with the mouth of the bag stitched disallowing sweating / spilling. The bag should not be cut and torn. The packaging of the bag shall be done once and no re-stitched bag shall be allowed for deposit. Re-stitching of the bag is allowed only for the bags from which sample is drawn by the WSP/Assayer for sampling and testing of the commodity. Weight of the bag ideally should be 100 Gms for 25 Kg bags which shall be deducted from the gross weight of the bag. The net weight of the bag ideally should be 22.680 Kgs with tolerance of 2% in weight. Also, depositor shall ensure that each lot of commodity deposited should have same lot no. and same Certificate of Analysis (CoA) and/or Crackouts Certificate received from packers/ supplier.

Following should be stamped/ labelled on the bag:

- Lot No.
- Crop Year
- Production Month and Year
- Net Weight in KGS
- Best Before/Expiry Date:
- Supplier Name

## 4. Delivery Size

Delivery Unit	1000 Kgs
Quantity Variation* (Tolerance Limit)	+/- 2 % of total weight of each deliverable lot i.e. 1000 Kgs

\* Tolerance limit i.e. quantity variation shall be considered on quantity delivered in the respective contract month.

\* For calculation of net weight, bag weight and standard deduction shall be deducted from the gross weight.

## 5. Validity Period

### A. Crop Year

The validity period date shall be defined as per the crop conditions. Any deposit in the accredited cold storage on or after 20<sup>th</sup> September 2022 having new crop starting from August 2022 shall be considered for the season October 2022 – September 2023.

B. The delivery of Almond on ICCL platform may take place according to the validity period matrix as illustrated in the table hereunder-

Months of Deposit / Date of entry & completion of assaying by cold storage (Oct 2022 - Sep 2023)*	Validity period at the time of fresh deposit (no. of months)	Final Expiry Date
October 2022	5	05 <sup>th</sup> March 2023
November 2022	5	05 <sup>th</sup> April 2023
December 2022	5	05 <sup>th</sup> May 2023
January 2023	5	05 <sup>th</sup> June 2023
February 2023	5	05 <sup>th</sup> July 2023
March 2023	5	05 <sup>th</sup> August 2023
April 2023	5	05 <sup>th</sup> September 2023
May 2023	5	05 <sup>th</sup> October 2023
June 2023	4	05 <sup>th</sup> October 2023
July 2023	3	05 <sup>th</sup> October 2023
August 2023	2	05 <sup>th</sup> October 2023
September 2023	1	05 <sup>th</sup> October 2023

\*Month is defined as 20<sup>th</sup> of previous month to 19<sup>th</sup> of the current month as mentioned in the table above.

Minimum validity period of the quality certificate post expiry date of the contract in which the commodity has been tendered delivery will be 15 days. No revalidation activity shall be undertaken for the expired certificates of Almond (In -Shell).

The stocks of Almond (In -Shell) deposited in the ICCL Accredited Cold Storages shall necessarily be removed after the Final Expiry Date (FED) as indicated above.

### **C. Treatment of Almond (In Shell) deposited in view of modification in quality specification based on count size**

- a. For October 2022 contract, quality specification of count size is not compulsory. In case quality specification does not meet count size for any deposit in the accredited cold storage on or after 20<sup>th</sup> September 2022, the Final Expiry Date should be 05<sup>th</sup> November 2022.
- b. For November 2022 and onward contracts, quality specification of count size is compulsory. Hence, any deposit in the accredited cold storage on or after 20<sup>th</sup> September 2022 meeting all quality specifications including count size should have validity period as illustrated in point no.5 (B).

### **6. Standard Deduction**

Standard Deduction shall be 0.20 % for every fresh deposit for quantity of samples, spillage loss etc. which shall be deducted before recording of weight on warehouse/cold storage receipt.

### **7. Sampling and Analysis process at the time of deposit**

On receipt of the Almond (In -Shell) at the cold storage, minimum 5 no. of the bags or 5 % of bags, whichever is higher, randomly selected from each assaying lot will be cut open and visually checked for presence of any foreign materials like stones, sticks, stained shells, any plastic material or any substance which is not directly related to the commodity being sampled.

Sampling lot would be 1 MT.

Any live infestation found at the sampling will lead to rejection of the stock.

Almond (In-Shell) shall be soft shell, light colour, high suture opening, and nut shall be medium, flat shape, smooth surface.

It shall be free from rancidity.

Two kernels found in one shell shall not be more than 5% in any lot.

Serious damage in the kernel shall not be more than 2 %.

Foreign Matter shall not be more than 1%

Moisture shall not be more than 5.5 %.

Acidity of extracted fat expressed as oleic Acid shall not be more than 1.25%.

In case of Crackouts , Certificate of Analysis (CoA)/ Crackouts certificate received from packer/supplier California origin (Inhouse certificates/ USDA Certificate), contains average crackouts less than 68%, the same consignment shall be rejected on the spot.

In case, Certificate of Analysis (CoA)/ Crackouts certificate not received from the packer Blue Diamond, WSP may take confirmation from the depositor regarding crack outs and quality of the stock .

The composite mixture will be divided into 4 parts and distributed as under:

- One sample for Analysis by Assayer
- One sample to Warehouse Service Provider for comparison purpose
- One sample to Depositor
- One sample for record/lab reference purpose

Samples shall be sealed in the presence of the depositor or his authorized representative.

The quality certificate issued by the WSP shall be as per the quality specification announced by Exchange from time to time and the same shall be final and binding on the seller/depositor and the WSP.

Labor arrangement shall be made by the cold storage for loading/ unloading and other associate work for which charges shall be payable directly to the cold storage (as per prevailing market rates), i.e. seller/depositor will have to pay for unloading and buyer/ lifter will have to pay for loading.

The WSP shall get associated with an assayer (from the panel of Assayers empaneled by the ICCL) based on which the quality testing and certification will be undertaken for which Assayer shall issue quality report. The Assayer appointed by the WSP for all purposes shall be the agent of WSP and WSP shall be solely liable for results of the Assayer Report.

In case goods deposited for quality assaying do not conform to the quality specifications as per the contract specifications, the seller/depositor shall not have a choice to get the lot retested and the test report based on the samples drawn shall be acceptable and binding on all parties. In such case, the seller/depositor has to take out the goods immediately from the cold storage.

Explanation: It is clarified that quality certification of the lot is based on the sample/s taken from some minimum no. of bags and the depositor shall be liable for ensuring that the entire lot of

Almond (In-Shell) is of homogenous quality as that of the sampled Almond (In-Shell). In this regard, the WSP may at its discretion, to protect its own interest, obtain an undertaking / indemnity to this effect from the depositor.

## 8. Variety

Almond In -Shell Non Pareil imported from California.

## 9. Grade Matrix

The Grade Matrix for Premium/Discount of Almond (In-Shell) Crackouts are as follows--

Crackouts	Premium/Discount %	Premium (P)/Discount (D)
Below 68	Rejected	Rejected
68.00	-2.86	D
68.10	-2.72	D
68.20	-2.58	D
68.30	-2.43	D
68.40	-2.29	D
68.50	-2.15	D
68.60	-2.01	D
68.70	-1.86	D
68.80	-1.72	D
68.90	-1.58	D
69.00	-1.43	D
69.10	-1.29	D
69.20	-1.15	D
69.30	-1.01	D
69.40	-0.86	D
69.50	-0.72	D
69.60	-0.58	D
69.70	-0.43	D
69.80	-0.29	D
69.90	-0.15	D
70.00	0.00	P
70.10	0.15	P
70.20	0.29	P

70.30	0.43	P
70.40	0.58	P
70.50	0.72	P
70.60	0.86	P
70.70	1.00	P
70.80	1.15	P
70.90	1.29	P
71.00	1.43	P
71.10	1.58	P
71.20	1.72	P
71.30	1.86	P
71.40	2.00	P
71.50	2.15	P
71.60	2.29	P
71.70	2.43	P
71.80	2.58	P
71.90	2.72	P
72.00	2.86	P
72.10	3.00	P
72.20	3.15	P
72.30	3.29	P
72.40	3.43	P
72.50	3.58	P
72.60	3.72	P
72.70	3.86	P
72.80	4.00	P
72.90	4.15	P
73.00	4.29	P
Above 73.00	4.29	P

**10. Outbound quality tolerance:**

The outbound quality tolerance limit is applicable only for outbound deliveries. Variation in quality parameters within the prescribed tolerance limit will be treated as good delivery during the lifting of goods from accredited cold storages. Following quality tolerance shall be treated as good delivery:

### **Tolerance Limits for Outbound Deliveries for Almond (In -Shell)**

<b>Specification</b>	<b>Tolerance/variation permitted</b>
Crackouts	-0.50
Moisture	+/-1.0
Serious Damage	+ 0.10
Foreign Matter	+0.10

#### **11. Physical inspection of stock in possession**

Members/ Participants holding goods in the cold storage are entitled to undertake physical inspection of said goods. Request for such physical inspection would have to be submitted to ICCL and ICCL after verification of such requests shall forward the same to the concerned WSP for allowing such inspection. During physical inspection, the Member/ Participants or his authorized representative/s (Maximum 2 personnel) is/are not permitted to draw samples, photographs/ videos or carry any such hazardous material which may cause damage to the goods inside the cold storage.

#### **12. Resampling Method, Quality Analysis, Retesting & Certification**

In case, the Member/ Participants who purchased Almond i.e, Almond (In-Shell) on the Exchange platform and seek to lift the Almond (In -Shell) from the cold storage do not agree to the quality report as to the quality of the commodity, Member/ Participants shall request the ICCL within 5 working days from the date of commodity pay out, for resampling and retesting. Sampling will be done as per process defined for sampling at the time of deposit. Such Almond (In -Shell) should not have crossed the final expiry date (FED) as mentioned on the quality certificate and lying in the ICCL accredited cold storage. ICCL shall entertain complaint on quality or quantity of the commodity for which participant has traded on BSE platform for settlement through ICCL mechanism and only if the complaint is made within the prescribed timelines as specified above.

Member/ Participants have a choice to select Assayer from the empaneled Assayers as specified by ICCL from time to time. Member/ Participants in such case shall make a request for retesting to ICCL which in-turn shall be forwarded to the concerned WSP. The Member / Participants shall indicate the preferable date and time of visit to the cold storage for retesting of the stock along with the prescribed form. Once a request for retesting is carried out, then the same goods will necessarily have to be lifted and cannot be retendered in subsequent settlements.



The following documents shall be required to be submitted to the WSP on the date of the cold storage visit.

- Original Retesting Request Form
- Proof of holding the commodity balance in the Repository Account
- Original Authorization letter in favor of representative along with copy of ID proof.
- Original withdrawal request form duly approved by the Repository Participants or withdrawal request reference number generated through Repository system, if applicable

The assayer selected by the Member/ Participants in consultation with the ICCL and WSP shall complete the process of retesting and submit a retesting report within 7 working days. Such reports shall be shared with all the concerned parties. The process of retesting includes drawing & collection of samples by the assayer from cold storage, retesting and submission of report. In order to ensure that tests are exactly comparable and that the results are consistent, the assayer shall determine the particular analytical test by applying the test methods as agreed or prescribed / communicated by ICCL from time to time.

If the said quality report results are not found in accordance to the quality specifications as prescribed by ICCL from time to time (after considering the outbound tolerance limits), the Member/ Participants within 3 working days; shall submit their claim in writing by giving details such as lot numbers, quantity and the parameters under which inconsistencies are observed. The basis of claim, if any shall be the value arrived on the basis of nearest closing spot price declared by Exchange on the claim submission business day. ICCL shall give its decision on the claim filed by the buyer / stockholder which shall be binding on the parties including WSP. In case ICCL determines that a delivery does not constitute a good delivery, the concerned Warehouse Services Provider shall be liable to resolve / compensate the buyer / stockholder for the quality difference or substitute good delivery within 7 working days from the date of the decision of ICCL. The concerned Warehouse Services Provider shall be liable for giving good delivery (quality and quantity) / compensation in accordance with the contract specifications issued by the BSE/ ICCL from time to time.

The parties whoever request for the resampling, retesting and certification shall bear all professional fees of assayer, including incidental costs, weight shortage and expenses related to sampling, testing certification, etc. In case, the retesting results indicate negative variance from the original certificate (after considering outbound tolerance limits), then the aforesaid retesting cost shall be borne by the WSP.

The Member / Participants, whoever wishes to seek private sampling and testing arrangements may request the WSP under their mutual private arrangement under their mutual terms and conditions. In such a case, the said goods shall be treated as outside the scope of ICCL platform. Meaning thereby, said goods can neither be tendered for delivery on Exchange platform nor any further complaints and claims shall be entertained by the ICCL/Exchange. Also, for such activity

the beneficiary holder needs to complete the withdrawal formality from repository and after such activity is completed, they need to withdraw of the commodity out of the warehouse.

### **13. Withdrawal of Commodity from Warehouse**

The holder of goods shall request for withdrawal of goods from warehouse to the WSP through CDSL Commodity Repository Ltd. ("CCRL") system. Once it is approved by the Repository Participants, the goods will not be eligible for the delivery on the Exchange platform and Client has to withdraw the goods from the warehouse within the timeline given in the request after submission of the authority letter and identity proof. The holder of goods shall confirm date and time with warehouse service provider before placing vehicle at warehouses for withdrawal of commodity.

### **14. Storage after Validity Period**

The depositor/ buyer can take out the Almond (In -Shell) from the cold storage on or before final expiry date (FED). After the FED, the goods in the ICCL Accredited Cold Storages shall necessarily be removed. Storage of goods in ICCL accredited cold storage(s) after the specified final expiry date (FED) is not permitted and therefore the Members/Participants shall ensure that the goods whose final expiry date is over, are removed from the concerned cold storage immediately, but not later than 3 months from the date of the specified FED. Accordingly, Members/Participants involved in such deposits shall solely remain liable/ responsible for such deposits ICCL shall not be responsible in any manner whatsoever for those goods which have crossed the FED. Members/ Participants are advised to become familiar with relevant circular/ provisions/ guidelines of ICCL which are in force from time to time and undertake suitable due diligence.

### **15. General Conditions**

In addition to the above procedure, ICCL may prescribe from time to time, further additional procedures and requirements for determining disputed deliveries or defective deliveries, and measures, procedures and system of resolving the dispute or defect in deliveries or of consequences of such deliveries or the resolution which shall be final and binding on all the parties concerned.

Members and Market Participants who enter into buy and sell transactions need to be aware of all the factors that go into the mechanism of trading and clearing, as well as all provisions of the BSE/ICCL Bye Laws, Rules, Regulations, circulars, directives, and notifications of BSE/ICCL as well as of the Regulators, Government and other authorities which are in force from time to time and refer the same before initiating delivery on ICCL platform and take informed decision accordingly

It is the sole obligation and responsibility of the Members and market participants to ensure that apart from the approved quality standards stipulated by the Exchange, the goods deposited / traded / delivered through the accredited warehouses of ICCL is in due compliance with the applicable regulations laid down by authorities like Food Safety Standard Authority of India , BIS, Orders under Packaging and Labelling etc., as also other State/Central laws and authorities issuing such regulations in this behalf from time to time including but not limited to compliance of provisions and rates relating to GST, Tax, stamp duty, market cess etc. as may become due & payable under any law, rules or regulations, applicable from time to time on the underlying commodity of any contract offered for deposit / trading / delivery and BSE/ICCL shall not be responsible or liable on account of any non-compliance thereof.

All the sellers giving delivery of goods/ commodities and all the buyers taking delivery of goods/ commodities shall have the necessary GST Registration as required under the Goods & Service Tax (GST) Act and obtain other necessary licenses, if any.

WSP can hold the Physical withdrawal of the goods in case of non-payment of storage charges/ any outstanding by client.

ICCL shall entertain complaint on quality or quantity of the goods received only through settlement of trades through Exchange mechanism and only if the claim is made within 3 working days from the date of issuance of report of retesting by the Assayers, failing which, no claim shall be entertained by ICCL. However, WSP shall remain responsible for the stocks received through settlement of trade through Exchange Mechanism until FED of the goods.

For the goods that have been deposited at ICCL Accredited Cold Storages, but not delivered through settlement mechanism of ICCL, ICCL shall not be responsible for quality and quantity of the goods. However, WSP shall continue to be liable for such goods that have not been delivered through settlement mechanism of ICCL. WSP shall remain responsible for all its obligations under various State and Central Laws governing the operation of Warehouses/Cold Storages and shall be solely responsible to the owners of stocks as reflected in the storage receipt issued by the Warehouse/Cold Storage/WSP or the Statement issued by the Repository or the Electronic Warehouses Receipts issued by the Repository.

ICCL shall not be responsible and shall not be held liable or accountable or responsible for value of the goods /stock of the commodities stored/lying in ICCL designated warehouse/s, and which is fully/partially confiscated / seized by any local or statutory or any other authority for any reason whatsoever or for any deterioration in quality of the goods stored due to above reason or which have passed the Final Expiry Date and continue to remain in ICCL accredited warehouse.

All Members & their respective constituents/ depositors, Warehouse Service Providers and Assayers are requested to take note of the same.

**Details of Cold Storage, Assayer & Charges**

<b>Name of WSP</b>	M/s Saastha Warehousing Ltd
<b>Name of Cold Storage</b>	M/s Saastha Warehousing Ltd
<b>Cold Storage Address</b>	At-Bhingar, Post-Ajiwali, Tal-Panvel, Raigad, 410206 Maharashtra,
<b>Delivery Centre</b>	Navi Mumbai
<b>Name of Commodity*</b>	Almond
<b>Contact Person / Contact No.</b>	Mr. Nilu. G. Sharma
	9619920104
<b>E-Mail</b>	<a href="mailto:sharma@saasthawarehousing.com">sharma@saasthawarehousing.com</a> ; <a href="mailto:operations@saasthawarehousing.com">operations@saasthawarehousing.com</a>
<b>Storage Charges ***</b>	Rs.70 per MT per day
<b>Insurance Charges</b>	Included in Storage Charges
<b>Quality Certifying Agency</b>	National Bulk Handling Corporation Pvt. Ltd.- PROCOM
<b>Quality Certificate Charges **</b>	Rs. 850/- per lot of 1 MT
<b>*The commodity would be Almond In -Shell Non Pareil imported from California</b>	
<b>** Monthly billing Cycle (GST extra at the applicable rate).</b>	
<b>*** GST extra at the applicable rate</b>	
<b>The cold storage is WDRA Registered.</b>	