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Separate paging is given to this Part in order that it may be filed as a Separate Compilation.

PART IV-B

Rules and Orders (Other than those published in Part I, I-A and I-L) made by the Government of Gujarat under the Gujarat Acts.

AGRICULTURE AND CO-OPERATION DEPARTMENT

Notification

Sachivalaya, Gandhinagar, 9th October, 2013.

THE GUJARAT AGRICULTURAL PRODUCE MARKETS ACT, 1963.

No. GHKH-80-2013-APM-12-2010-2445-G:- The following draft of a notification which is proposed to be issued under Section 59 of the Gujarat Agricultural Produce Markets Act, 1963 (Guj. 20 of 1964) is published as required by sub-section (4) of the said Section 59 for the information of all persons likely to be affected thereby and notice is hereby given that the said draft will be taken into consideration by the Government of Gujarat on or after the expiry of thirty days from the date of publication of this notification in the *Official Gazette*.

2. Any objection or suggestion which may be received by the Secretary to Government of Gujarat, Agriculture and Co-operation Department, Sachivalaya, Gandhinagar from any person with respect to the said draft on or before the expiry of the aforesaid period will be considered by the Government.

DRAFT NOTIFICATION

THE GUJARAT AGRICULTURAL PRODUCE MARKETS ACT, 1963.

No.GHKH-80 -2013-APM-12-2010-2445-G:- In exercise of the powers conferred by section 59 of the Gujarat Agricultural Produce Markets Act, 1963 (Guj. 20 of 1964), the Government of Gujarat hereby makes the following rules, further to amend the Gujarat Agricultural Produce Markets Rules, 1965, namely :-

1. These rules may be called the Gujarat Agricultural Produce Markets (Amendment) Rules, 2013.
2. In the Gujarat Agricultural Produce Markets Rules, 1965 (hereinafter referred to as the "said rules"), in rule 2(i) for clause (8) the following shall be substituted, namely:-

"(8) "year" means a period of twelve months commencing on the first day of April and ending in the thirty first days of March." (ii) after clause (12), the following shall be added, namely, "(13)"Licensing Authority" means an authority to which an application for grant or renewal of licence is made under sections 31C, 31E, 31F and 31G of the Act and which is designated or declared as such by the State Government for that purpose.

3. In the said rules, in rule 40, after sub-rule (2), the following sub-rule shall be added, namely:-

"(3) A Market Committee shall keep and maintain a register of disputes which are reported and settled by it in FORM-E.

IV-B-EX-342-1 In the said rules, in rule 48, after sub-rule (2), the following sub-rule shall be added, namely :-

(3) A processor ,packer, grader, exporter or value addition centre shall furnish the information that the payment of market fees has already been made in other market in Form-F-1 within 14 days.

(4) A buyer who is doing processing, grading, packing ,value addition or exporter shall give proof within 14 days from the transaction to the Director or any other person authorised by him, with other details of applicant. The details including his licence No.SSI No.(if available), VAT No. and banker's detail shall also be provided.

(5) A buyer shall carry the permit in FORM-G-2 when he remove the agricultural produce, from one market area to another market area.

5. In the said rules, in rule 50 (i) in sub-rule (1)-

(a) after the word "register", the words and letters "in FORM-I" shall be inserted;

(b) after the words "the fees" wherever they occurs the words "and other charges" shall be inserted.

(ii) in sub rule (2), after the word "fees", the word and other charges "shall be inserted.

6. In the said rules, after rule 78, the following shall be added, namely:-

PART VII

REGISTRATION OF MARKET FUNCTIONARIES, ESTABLISHMENT AND FUNCTIONING OF PRIVATE MARKET, SPECIAL MARKET, DIRECT MARKET,FARMER-CONSUMER MARKET.

79. Application for registration and its renewal by market functionaries.-

(1) Any person who, in respect of agriculture produce desires to operate in the market area as a trader, grader, packer, value addition centre, exporter, owner or occupier of processing unit, commission agent, weigh man, hamal, surveyor, warehouseman, or such other market functionary shall apply for registration or renewal of registration in FORM-F.

(2) Any person who desires to trade or transact in any agricultural produce in market areas shall apply for licence/registration in FORM-G.Licence or registration as the case may be shall be granted to a person in FORM G-I.

(3) The application for renewal of registration for operations in market area by person mentioned in sub- rule (2) above shall be made in FORM-H.

80. Private Market

Application for grant of licence under section 31B, 31C and 31E of the Act and fees chargeable therefor. -

(1) (a) any person who desires to operate in the market as provided in the section 31B of the Act; and

(b) Any person other than market committee desiring to establish a private market under section 31C of the Act for trading of fruits,vegetables and flowers only (excluding grains, oilseeds etc.) within a particular market area,

shall make an application in writing to the Director in FORM-Q for grant of licence or renewal thereof, alongwith the documents prescribed in that form with a prescribed licence fees.Such licence shall be granted in FORM-T. The non-refundable licence fees for establishing private market in the State shall be Rs.2,00,000(Rupees two lacs only).

(2) The licence holder shall furnish unconditional irrecoverable Bank guarantee for Rs. 15,00,000 (Rupees fifteen lacs only) with recovering rights to the Gujarat State Agricultural Marketing Board, Gandhinagar in case of default by the Company in making payment to the traders or farmers. The guarantee shall be valid for a period of five years and 3 (three) months from the date of issue of the licence. The guarantee shall be executed within thirty days from the date of issue of this licence, failing which the licence shall be deemed to have been cancelled.

(3) The private market shall not be located within five kms. from the main yard of the existing market committee.

(4) The private market shall be established,-

- (a) on minimum 15 acres of land with clear title or leasehold title having the lease agreement for a minimum period of thirty years with a peaceful possession, if it is at a district place having the municipal corporation area;
- (b) on ten acres of land with clear title or leasehold title having the lease agreement for a minimum period of thirty years with a peaceful possession, if it is at the places other than the places shown in clause (a) above.
- (5) The company shall create necessary infrastructure like proper auction hall, sheds, godowns, cold storages, cooling chambers, electrical weigh bridges, RCC internal roads, drinking water, farmer's rest rooms, canteen, sanitation, lockers etc. in the market. The Company or Licensee shall submit a detailed project report of the proposed private market to the Managing Director and endorse a copy thereof to the Director for approval before getting the final licence.
- (6) The Company shall submit detailed project report and monthly progress report of the proposed private market to the Director for approval before getting the final licence.
- (7) The Director shall have the authority to enter the premises of the said market and conduct necessary inspection of the market as and when necessary.
- (8) The company shall pay non-refundable license fee of Rs. two lacs for each market, to the Board for establishing a private market in such manner as may be prescribed by the State Government.
- (9) The company shall give bank guarantee of Rupees fifteen lacs for private market to be established at district level near Municipal Corporation area and of rupees ten lacs for Private Market to be established at all other places.
- (10) The Bank guarantee referred in sub-rule (8) shall be given within fifteen days in the name of "the Gujarat State Agriculture Marketing Board" in FORM Q-1 from the date of commencement of its operations in the said market.
- (11) The company shall submit its quarterly statement of the transactions made in the said market for which market cess or service charge is levied by the Company along with the prescribed development fund to the Board, under a crossed cheque or DD payable to "the Managing Director, Gujarat State Agricultural Marketing Board, Gandhinagar" with copy to Director.
- (12) This licence shall be valid for a period of ten years.
- (13) This licence is issued for the specific purpose herein mentioned therein and shall not be transferable for any other purpose. The licence holder shall refrain from any unfair trade practices.
- (14) The Director, in the event of misuse of licence shall revoke the Bank guarantee furnished by the private market licence holder.
- (15) The Director shall have a right to forfeit the whole amount of Bank guarantee, if the dues to be paid by the licence holder to the agriculturists are more than fifty per-cent of the bank guarantee.
- (16) The Director shall, after verifying documents and taking note of infrastructure mentioned in the application, after furnishing all documents issue licence within a period of thirty days from the date of receipt of the application.
- (17) Upon completion of construction and before commencement of the operation, the director shall have right to inspect the infrastructure developed in the private market as detailed in the application/ proposal and on not being satisfied may suspend the licence till specified infrastructure is developed.
- (18) It would be permissible for the private market so established to levy and collect service charge from its functionaries and traders.
- (19) The private market so established shall pay the development fund to the Board as per the prescribed rate.
- (20) The licence holder of private market shall frame its own internal operational and working guidelines for efficient administration and maintenance of the said market.
- (21) The private market licence holders shall be responsible for keeping a copy of operational guidelines open for inspection free of charge at its office and shall maintain a register, showing fees and other charges collected by them.
- (22) At the end of each market year the private market licence holder shall submit annual report before the 31st day of May, which shall contain such information as may be specified by the Director.

- (23) In private market, every agricultural produce shall be sold by public auction.
- (24) The private market licence holder shall grant licenses to the traders, commission agents, and weighman on terms and conditions provided in the operational and working guidelines laid down in this behalf.
- (25) Any dispute between the private market licence holder and the market committee / agriculturist / traders shall be filed in writing by the complainant himself or his representative before the Director accompanied by a Court-fee stamp of rupees twenty alongwith necessary documents within a period of sixty days from the date of occurrence of the dispute.
- (26) The Director may also suo motu entertain such disputes and give his decisions thereon within a period of sixty days.
- (27) Private market licence holder shall have powers to levy and collect fees from every purchaser at such rates as may be decided by it:
Provided that, no such fees shall be levied or collected against the agriculture produce brought in the market for the purchases of export.
- (28) In case of non-compliance or violation of any of the above terms and conditions, the Government may cancel the licence or alter the terms and conditions

81. E - Market.-

(1) Any person desiring to establish E-market as provided in section 31C(2)(b) of the Act shall apply in FORM-Q to the Director. A special licence for establishing E-market will be granted to the commodity exchanges established by any individual, partnership firm, limited company or Co-operative organization by applying in writing to the Director alongwith relevant documents and prescribed, fees. Such licence shall be granted in FORM- T.

(2) The non-refundable licence fees for establishing E-market in the State shall be Rs.5,00,000/- (Rupees five lacs only), payable to "The Gujarat State Agricultural Marketing Board, Gandhinagar" with a copy of challan / receipt to the Director, Agricultural Marketing and Rural Finance, Gujarat State, Gandhinagar. The licence fees shall be paid within thirty days from the date of issue of this licence, failing which the licence shall be deemed to have been cancelled.

(3) The licence holder shall furnish unconditional irrecoverable Bank guarantee for Rs.30,00,000 (Rupees thirty lacs only) with recovering rights to the Gujarat State Agricultural Marketing Board, Gandhinagar in case of default by the Company in making payment to the traders or farmers. The guarantee shall be valid for a period of five years and three months from the date of issue of the licence. The guarantee shall be executed within thirty days from the date of issue of this licence, failing which the licence shall be deemed to have been cancelled.

(4) The Board may invoke the guarantee without prior notice.

(5) The licence holder for E-market shall collect the market fee from the traders in respect of sale of notified agricultural produce by the farmers (on which market fee is not already paid) as per the rate specified by the concerned Market Committee from whose area the trade commodity is removed from the warehouse.

(6) The E- Market so established shall pay development fund as per the provision of the Act.

(7) The licence holder shall submit a quarterly return in respect of fee collected to the Board with a copy to the Director, on or before the 10th day of the next month at the end of every quarter in the form prescribed by the Board.

(8) The licence holder shall require to have rules for internal management, administration and overall operation of E-trading platform and copy of the same shall be provided to the Board.

(9) The licence holder shall be responsible for providing necessary hardware and software infrastructure for proper functioning of E-market. The Licensing Authority shall have the right to scrutinise and check the hardware, software and trading practices in order to verify whether the electronic platform is reflecting market realities.

(10) The licence holder shall produce all records relating to market fee applicable in the State of Gujarat, when called for by the Director or the Board or any person authorised by them.

(11) The licence holder shall,

- (1) ensure efficient clearing, settlement and guarantee system;

(2) ensure transparency in operations and decision making related to entire operation as well as keep and maintain record of audit trails of all online transactions;

(3) provides the following services -

(a) grading, quality certification and standardization of commodities near to its terminals;

(b) facilitating collateral financing against warehouse receipt;

(c) market intelligence reports.

(4) install "View Terminal" at the Agricultural Produce Market Committee, in whose market area it proposes to have its delivery center. In such a manner that the officials may see the ruling price of commodities traded on the licence holder's E-trading platform on real time

basis. Necessary computer and infrastructure shall be created by the concerned Agricultural Produce Market Committee for this purpose. The licence holder shall provide its software free of cost to the Committee.

(12) The licence holder shall provide guaranteed performance of all contracts executed on the spot exchange platform. For this purpose, it shall maintain a settlement fund. Notwithstanding any default of any member, the licensee shall be responsible to guarantee all traders.

(13) The licence holder shall require to actively monitor and ensure that no buyer or seller is able to manipulate the price and for this purpose he may display the latest available Agriculture Produce {Market Committee auction prices at its warehouses, prominently visible to the farmers coming to the warehouse of the licence holder for giving delivery, so that they can take informed decision for selling their produce in Agriculture Produce Market Committee or the E-platform of the licence holder, wherever they get high price.

(14) The E-market licence holder shall furnish through electronic format such information / reports in respect of E-trading as may be specified by the Licensing Authority.

(15) The licence holder shall allow farmers to sell on its platform without taking any transaction charges / fee. Such sale by the farmers needs to be identified as sale by farmers distinct from trading by traders through the E-trading software.

(16) The Licensing Authority shall have right to suspend the E-trading in any commodity for any period in the public interest.

(17) The Licensing Authority shall have right to change any of the licensing terms and conditions if it appears to him expedient to do so.

(18) The licence holder shall commence its E-trading operations within 6 months from the date of issue of this licence, failing which the licence shall be deemed to have been cancelled.

82. Common Licence.-

(1) Any person desiring to obtain common licence under section 31G of the Act, for the purpose of purchase of a minimum prescribed quantity of agricultural produce from not less than five markets shall apply to the Director in FORM-V accompanied by prescribed fees for this purpose.

(2) The Director shall record the date of receipt on such application and after due scrutiny and satisfying that the applicant has paid requisite licence fees, etc. grant the applicant a common licence in FORM V-1 within thirty days to operate or to purchase the notified agricultural commodities mentioned in the application form.

(3) The licence holder for common licence shall pay the prescribed market fees on the total purchase value to the Board, as per the prescribed rates of the concerned Agriculture Produce Market Committee.

(4) The company shall pay a non-refundable licence fee of Rs. two lacs by a crossed cheque or Demand Draft issued in favour of "the Managing Director, Gujarat State Agriculture Marketing Board, Gandhinagar" or such a manner as may be determined by the State Government.

(5) The company shall furnish combine unconditional irrevocable bank guarantee for Rs. thirty lacs in the format given in Annexure-I with recovering rights thereunder in favour of the Board, in case of default by the Company in making payment either under sub-rules (4) or (5) above.

- (6) The Board may invoke the guarantee without recourse to prior notice. It shall be incumbent on the licence holder to get the guarantee renewed every year failing which the licence shall be deemed to have been cancelled.
- (7) The separate quarterly return of the transactions on which market fee is leviable shall be filed before the Board by the licensee alongwith market fee payable and processing charges before the tenth day of next month to the Board under sub-rule (4) and (5).
- (8) The Board shall remit the collected amount of fee to the Agriculture Produce Market Committee concerned after deducting the sum of development fund from the said amount.
- (9) The licence shall be valid for a period of two years, subject to the condition that the licensee shall have to comply with the requirements of rules and regulations for the time being in force for regularizing this licence.
- (10) Licence is issued personally to the licensee mentioned and shall not be transferable and the licensee shall refrain from unfair trade practices.
- (11) The licensee shall make the payment against delivery for purchases of agriculture produce procured directly from the agriculturist.

83. Direct procurement from the Agriculturist.--

- (1) Any person desiring to purchase agriculture produce directly from the agriculturist shall apply in FORM R to the Director.
- (2) Such applicant shall furnish the details of procurement centers to be set up in the market area of the concerned Agriculture Produce Market Committee. He shall submit in writing to the Agriculture Produce Market Committee, the details of the new centers to be opened by him in the concerned market area in the course of his business before commencement of operation at such centre.
- (3) After scrutiny of the application the Director, shall record the date of receipt of such application in the register maintained in its office. On ascertaining that the applicant has paid necessary licence fee to the Agriculture Produce Market Committee and has deposited requisite bank guarantee with the Director, the Director may grant a licence in FORM-T within a period of thirty days of receipt of the application.
- (4) The licence fees for direct purchasing shall be Rs. two lac (rupees two lacs only) payable to Gujarat State Agricultural Marketing Board.
- (5) The applicant shall give the bank guarantee of Rs fifteen lacs to the Director within fifteen days from the date of getting the approval/ acceptance of the application.
- (6) The Director may revoke the Bank guarantee furnished by the direct licence holder, in the event of, failure of direct purchasing licence holder to make due payments to the agriculturist.
- (7) The Director shall have right to forfeit the whole amount of Bank guarantee if the dues to be paid by the licence holder to the agriculturists are more than fifty per-cent of the Bank guarantee.
- (8) The licence holder shall recoup the Bank guarantee within a period of one month from the date of action taken.
- (9) The direct purchasing licence holder shall pay the market fees on the commodities purchased by him within a period of fifteen days of purchase to the Board which shall distribute the same to the concerned market committees within a period of one month.

84. Farmer-Consumer Market.--

Any person desiring to establish a Farmer Consumer Market as provided under section 31E of the Act shall make an application in FORM-Q. Such licence shall be granted in FORM-T and shall be subject to the following conditions:

- (1) Any person desiring to establish a Farmer-Consumer Market in one or more than one market area, shall make an application as aforesaid in writing to the Director alongwith the documents prescribed thereof and accompanied by licence fee.
- (2) The Director shall record the date of receipt of such application. He shall, after ascertaining the fact that the licence holder has deposited licence fee, issue licence to the applicant within a period of thirty days from the date of receipt of the application.

- (3) The licence fee for establishing a Farmer-Consumer Market shall be Rs. 10,000/- (rupees ten thousand).
- (4) The applicant shall arrange to furnish a Bank Guarantee of Rs.one lac (rupees one lac) to the Director for a licence to establish Farmer-Consumer Market.
- (5) The Farmer-Consumer Market shall be established on minimum one acre of land with clear title or leasehold for a minimum period of thirty years.
- (6) The Director may revoke the Bank guarantee furnished by the Farmer-Consumer Market licence-holder in the event of his failure to make due payments to the agriculturists.
- (7) The farmer in the Farmer-Consumer Market shall not be permitted to sell more than twenty kilograms each fruit and vegetable or other perishable agricultural produce and two hundred fifty kilograms food-grains or other non-perishable agro commodities per day.
- (8) The Farmer-Consumer Market licence holder shall not be granted licence for direct marketing or private marketing.
- (9) No application for grant or renewal of licence for Farmer-Consumer Market shall be rejected by the Director without giving the applicant concerned a reasonable opportunity of being heard.
- (10) The licence-holder of Farmer-Consumer Market shall frame operational and working guidelines for the administration and regulation of the said market.
- (11) The licence-holders of the Farmer-Consumer Market shall be responsible for keeping a copy of operational guidelines open for inspection, free of charge at its office and shall maintain a register showing fees and other charges collected by them.
- (12) At the end of each market year the Farmer-Consumer market licence-holder shall submit an annual report before the 31st day of May which shall contain such information as stipulated by the Director.
- (13) Any dispute between the Farmer-Consumer Market licence-holder and the Market Committee, agriculturist, trader, consumer shall be filed in writing by the complainant himself or his authorised representative before the Director or a person authorised by him affixed with the court-fee stamp of Rs.100/- (rupees hundred) and accompanied by necessary documents within a period of sixty days from the date of occurrence of the dispute.
- (14) The Director or a person authorised by him shall within a period of sixty days of receipt of the complaint, give his decision thereon.
- (15) The Director or a person authorised by him may also suo motu entertain such disputes, and shall give his decisions thereon within a period of sixty days.
- (16) Farmer-Consumer Market licence-holder shall not be allowed to levy any market fee on the consumers or the farmers. However the proprietor may charge amount from buyer for the services for sustaining the operational cost of the market at the prescribed rate.

85. Development of Infrastructure for providing Amenities and Facilities in the Private Market, Farmer - Consumer Market. -

- (1) The owner of a private market shall provide minimum common amenities and facilities in the yard such as; auction platforms shops, godowns, canteen, drinking water, latrine, urinals, compost pits, street light etc. in the interest and for the convenience of producers as well as other individuals using the market.
- (2) In addition to the infrastructure mentioned in sub-rule (1) the owner of a private market may provide such other amenities and facilities therein as are requirement of a modern market such as, warehouses, pre-cooling, cold storage (including controlled atmosphere cold storage), ripening chambers, facilities to evaluate and determine the quality of the produce after processing to satisfy the sanitary and phytosanitary requirements of the consumers, pack houses having grading lines, kisan bhawans, loading and unloading sites, electronic auctioning, electronic display of market rates of different commodities; etc.
- (3) The Farmer-Consumer Market shall create minimum infrastructure as are normally provided in an "Apni Mandi", "Kisan Haat", or "Rithu Bazar", including stalls for the farmers/ growers, as also shops for ancillary services i.e. booths for sale of seeds, fertilizers, organic fruits and vegetables, milk, fruit and vegetables, etc.

86. Renewal of licence -

- (1) A licence granted under section 31C and 31E of the Act shall be valid for the period for which it is issued and shall, subject to any order passed under section 31F of the Act, be renewable on application, made in FORM U to the authority which granted it on payment of prescribed fee.
- (2) An application for renewal of a licence shall be made at least thirty days before the date on which it is due to expire:

Provided that the authority competent to renew a licence may entertain an application for renewal made after the expiry of the licence period if the applicant satisfies the renewing authority that he had sufficient reasons or cause for not preferring the application within the prescribed period and pays a penalty of rupees five thousand and has also made such application within thirty days after the date of expiry.

87. Register of licence holders for direct Marketing of agriculture produce. Private Market and Farmer-Consumer Market.

A register of Licence Holders for direct marketing of agricultural produce and establishing private markets and farmer-consumer markets shall be in FORM- S by the Licensing Authority concerned.

PART-VIII

CONTRACT FARMING

88. Registration of Contract Farming Sponsor -

- (1) A contract Farming sponsor shall require to get himself registered by making an application in FORM-J to the Board duly accompanied by the documents prescribed under that form and by, a fee of rupees five thousand per Agriculture Produce Market Committee for the period made payable to the Board.
- (2) On examination of the application made under sub-rule (1) and after ascertaining the payment of necessary fee for registration, the particulars of such application shall be recorded in the register to be maintained for the purpose in FORM- K. The application for registration shall be disposed off within a period of thirty days from the date of receipt of the application. The registration shall be given in FORM-L after examining the documents.
- (3) The contract farming Agreement and its terms, and conditions shall be as per FORM-M.
- (4) The contract farming producer and the Contract farming sponsor shall be at liberty to mutually decide the terms and conditions of the contract farming agreement subject to the condition that such terms and conditions are not contrary to the provisions of the Act and rules made thereunder.
- (5) The contract farming sponsor shall submit the true copy of the contract farming agreement entered into by him with the contract farming producer to the Managing Director Receipt whereof shall be acknowledged and the same shall be recorded in the register in FORM-N. A receipt for payment towards registration and recording agreement under contract farming shall be passed in FORM-N-1.
- (6) The contract farming sponsor shall also pay commitment fee at the rate of five percent of the estimated value of total production under contract farming by way of bank guarantee. The said guarantee shall be automatically renewed till the period of the contract expires. It shall be permissible to the sponsor at his discretion to encash the interest at the end of every year.
- (7) The arbitrator reserves the right to utilise the said Bank guarantee money in full or part thereof for compensating the farmers in case the sponsor is found liable to make the payment and declares himself insolvent/bankrupt, becomes defaulter or refuses to make the payment as per the judgement given by the Arbitrator. In such an event the sponsor shall replenish the said Bank Guarantee proportionate to the estimated value of purchase at that time.
- (8) Any dispute arising out of the contract farming agreement shall be referred to the Managing Director, by making an application in writing accompanied by a court-fee stamp of rupees one hundred for the purpose of settlement of dispute. The Managing Director shall, after verification of the documents and after giving the concerned parties reasonable opportunity of being heard, give his decision within a period of thirty days. It shall not be necessary for the farmer to affix a court fee stamp as aforesaid on his complaint and can file the same on plain paper.

89. Duty of the contract farming sponsor -

The Contract Farming Sponsor who intends to purchase the produce under the Contract Farming shall be an exporter or processor or packer / grader or value addition center. It shall be the duty, of the Contract Farming Sponsor to inform and submit the proof in this behalf to the registering authority.

90. Market fees of the Market Committee and condition for Contract Farming.

- (1) The agricultural produce under the Contract Farming Agreement may be purchased anywhere in the State by the contract farming sponsor and fifty per-cent of the prevailing market fee of the Market Committee shall be leviable on this produce. In case of an exporter who is also contract farming sponsor, no market cess will be leviable as provided under sub rule (2) of rule 48.
- (2) Under contract farming scheme, the market fees shall not be levied second time in any market area in the State if the prescribed fee has been already paid on the agricultural produce in any market in the State and the information or proof in this behalf has been furnished by the person concerned under a declaration as provided in sub-rule (2) of rule 48.
- (3) If the commodity under the contract farming agreement is not included in the schedule of controlled commodity of the main schedule or in the list of the concerned Agriculture Produce Market Committee then the contract sponsor shall be exempted completely from paying market fee and bilateral agreement may be signed between the contract sponsor and the farmer. If the sponsor uses the facility of any concerned Agriculture Produce Market Committee then he shall be free, at his discretion, to involve Agriculture Produce Market Committee as a party to the agreement.
- (4) In case of contract farming done in tribal Area of the State, the contract sponsor will be exempted from paying the market fee on the purchase, if he furnishes the proof of having registered the said agreement with the Board.
- (5) Notwithstanding anything contained in the Contract Farming Agreement, no Contract Farming Sponsor shall raise permanent infrastructure of any kind or create any leasehold rights or charge of whatever nature on the land of the Contract farming producer.
- (6) The contract farming agreement shall be entered by the contract farming sponsor exclusively for the purchase of the agricultural produce from the contract farming producer and it shall be construed to mean so for all purposes.
- (7) The agreement shall be for different periods, either per season, or up to one year and maximum of 5 years. In case of long term tree crop the agreement can be for period mutually agreed by the parties.
- (8) The recovery of loans and advances given by the contract farming sponsor to the contract farming producer shall be recovered only from the agricultural produce and in no case by sale of the land in respect of which the contract farming agreement has been entered into.
- (9) A contract farming sponsor shall submit annual accounts in FORM-P before the 30th June every year, to the Managing Director alongwith regulation of agricultural marketing in respect of all transactions undergone by him during the previous financial year.
- (10) The Contract Farming Sponsor shall submit information in FORM O to the concerned authority about the produce purchased with an intention to export or processing by him.
- (11) to know about contract farming any one may contact Gujarat State Agricultural marketing board (GSAMB), 2nd floor, block-12 Dr Jivraj Mehta Bhavan, Gandhinagar-382010, Tel-(079) 23254006,7,8,9, Fax-(079) 23254018, E-mail asamboard@yahoo.co.in
- (12) any Company or individual interested in contract Farming but not having proper information about commodities geographical, laws, etc the same will be provided by Gujarat State Agricultural Marketing Board (GSAMB).
- (13) if required, Gujarat State Agricultural Marketing Board (GSAMB) would coordinate a meeting between the contract sponsor and the concerned Agriculture Produce Marketing Committee for further clarification.
- (14) contract sponsor can also conduct the survey about Contract Farming on his own and for further information and assistance may contact Gujarat State Agricultural Marketing Board (GSAMB).
- (15) one tripartite agreement shall be made for each farmer. In case one farmer having more than one farms falling under different market areas then, different Agreement for each farm shall be made.

- (16) different registration form will have to be filled for each agreement.
- (17) the agreement will have to be registered with the Board within seven days from the date of Agreement.
- (18) after deliberation with and taking consent of farmer and concerned Agriculture Produce Marketing Committee, on the first instance the contract sponsorer will have to present the draft of the agreement for approval before the Board.
- (19) after the approval of the draft agreement by the Managing Director. Gujarat State Agricultural Marketing Board (GSAMB), the same agreement is to be written on Rs. 100 /- stamp paper and then to be registered with the Board.
- (20) for registering the agreement the Registration form (along with Declaration) will be provided by the Board.
- (21) the documents of the registration form shall be examined and verified by the Board as per the checklist provided by the board.
- (22) after the Registration of the agreement, the Board shall issue "Registration Certificate".
- (23) the Gujarat State Agricultural Marketing Board (GSAMB) shall charge Rs 200 per registration as registration fee per agreement.
- (24) the Gujarat State Agricultural Marketing Board (GSAMB) shall maintain the register to note for the details of the Registered Agreements and "Registration Certificates".
- (25) for accounting purpose the Registration fee shall be deposited under the head of "Registration Fee- CONTRACT FARMING".
- (26) the Gujarat State Agricultural Marketing Board (GSAMB) shall assure the interest of farmers in the agreement if the interest of farmers is not properly maintained. But prior to refusal of the registration of agreement in such manner, proper opportunity shall be given to all the parties under agreement to present their case.
- (27) in the event of any dispute arising out of tripartite agreement registered with the board, the party/parties to the agreement shall inform in writing to or contact in person the Managing Director of Gujarat State Agricultural Marketing Board (GSAMB), Gandhinagar.
- (28) the contract sponsor shall abide by the laws, bye-laws and Rules under the Gujarat Agriculture Produce Market Act 1963, Gujarat Agricultural Produce Market Rule of the concerned Market committee.
- (29) a dispute arising out of tripartite Agreement Managing Director, Gujarat State Agricultural Marketing Board (GSAMB), shall act as "**ARBITRATOR**" under the Arbitration Act 1996.
- (30) in case of any dispute regarding tripartite agreement the Managing Director, Gujarat State Agricultural Marketing Board (GSAMB) shall settle the dispute within one month from the date of complaint lodged by either of the parties with the Board.

91. Change in membership and in Name and Style.-

- (1) Any change in the membership of a licensee firm, company or association or a group of individuals, whether incorporated or not, otherwise than through inheritance, shall amount to constitution of a new firm necessitating issue of a fresh licence:

Provided that in the case of a Hindu joint family, any addition in membership on account of birth of a new member, shall not amount to change in membership as aforesaid.
- (2) When a change, save as provided under the proviso to sub-rule (1) takes place in the membership or in name or style even without any change in the original membership of a licensee firm or company, it shall bring this fact to the notice of the Director, AM&RF concerned positively within a period of fifteen days. The Director shall, satisfy himself as to the correctness of the facts stated in the application.
- (3) In the event such an application is allowed, the Director shall cause a suitable endorsement made in the original licence as also the change recorded in the relevant registers maintained by the Director.
- (4) Failure to make the report as provided in sub-rule (2), within the time limit prescribed thereof, shall result in automatic termination of the existing licence.

92. Suspension or cancellation of a licence-

- (1) If the Director, on receipt of a report from the Inspecting Officer or an Auditor or otherwise, is satisfied prima-facie that the licensee has committed breach of any of the conditions subject to which the licence has been granted or renewed, or has committed an act which attracts any of the grounds enlisted in clauses (a) to (e) of section 31H of the Act, he may issue a notice to the defaulting licensee to show cause by a given date, which shall not be earlier than fifteen days, why the licence granted to him or renewed in his name be suspended or cancelled.
- (2) If after affording a reasonable opportunity of being heard to the licensee, the Director is satisfied that there is no substance in the allegation made against the licensee, he will drop the proceedings against the licensee or, in the alternative he may suspend or cancel the licence if he feels otherwise.

FORM-E

[See rule 40(3)]

REGISTER OF DISPUTES REPORTED AND SETTLED BY MARKET COMMITTEE.

Sr. No.	Parties to the dispute complainant/ opponent	Date of filing complain	Fees deposited (receipt/Challan No. and Date)	Nature of dispute in brief	Final decision taken in brief and date	Signature of the Secretary.
--------------------	---	--	--	---	---	--

FORM - F
[see rule 79(1)]

**FORM OF APPLICATION FOR REGISTRATION / RENEWAL OF REGISTRATION
OF MARKET FUNCTIONARIES.**

To,
The Secretary
Agriculture Produce Market Committee
Taluka.....District

Sir,

I/We addressan individual/ partnership firm/ HUF / private / public limited company / Govt, undertaking/ cooperative society/ NGO, submit the application to you for grant/renewal of registration as (trader/commission agent/ broker /Hamal/ Weighman/ grader, packer, value addition centre, exporter, processor etc) for a period from.....To.....work in..Agriculture produce Market Committee for commodities.

I am/ We are submitting the following documents with this application, namely:-

- (i) Copy of receipt in support of having paid the requisite fee of Rs.....
- (ii) Copy of registration of partnership/ private/ public limited company/HUF/NGO/co-operative society / Government undertaking etc.
- (iii) Copy of memorandum of association / by-laws.
- (iv) Last year balance-sheet.
- (v) Copy of the registration granted for the previous period.
- (vi) Bank Guarantee / security bond of Rs.....

UNDERTAKING

I/ We undertake that I/We are not the defaulters of any of the provisions of the Act and Rules and further undertake that I/We have not been convicted or held guilty for violation of the said Act and Rules and we shall abide by the provisions of the said Act, rules and bye-laws and the conditions of registration.

You are requested to grant registration/ renewal of registration to me /us to function as..... in
..... Agriculture Produce Market Committee.

Place :

Yours Faithfully.

Date :

(Signature of the applicant)

FORM - F-I
[see rule 48(3)]

Form for informing the produce purchased and market fee paid by the processor, packer, Grader, exporter or value addition centre

Name and address of buyer:-

Licence No. and date :-

Name of market from which agri. produce is buying:-

Sr. No.	Kind of agri. produce	Quantity	Rate Rs.	Total value Rs.	Fee paid Rs.	Receipt No. and date
1						
2						
3						
4						

Place :-

Signature of buyer or his representative

Date :-

To be certified by the respective market committee.

This is to certify that above mentioned details are verified with the records and found to be correct.

Date and seal :-

Authorised Signatories

This information shall be furnished by the buyer to the respective market committee within fourteen days.

FORM - G
[see rule 79(2)]

**APPLICATION FOR OBTAINING LICENCE/REGISTRATION FOR OPERATING IN MORE
THAN FIVE MARKET AREA AS A TRADER**

To,

Date:.....

The Director of Agricultural Marketing and Rural
Finance, Gujarat State, Gandhinagar.

Sir,

I/ We(name)

(Address)(Phone No.) am/ are making an application for a Licence for
operating as a Trader in more than one Agriculture Produce Market Committee, in the below mentioned market
areas. I am ready and willing to pay the necessary licence fee for Rs.....as per rules for obtaining the
above mentioned licence.

1

2

3

4

Alongwith this application I/ We am/are enclosing the following documents.

- i) Solvency Certificate.
- ii) Bank Guarantee.

Declaration

- (1) I/We agree to abide by the Gujarat Agriculture Produce Markets Act, 1963 (Guj. Act 20 of 1964) and the rules made thereunder and amendments made to it from time to time and the directions and orders issued by the Director/ Managing Director, from time to time.
- 2. I/We agree to keep all the necessary records and information about the functioning of our business and to co-operate to produce information and documents whatsoever which may be asked for inspection by the appropriate authority.
- 3. I/We agree to pay whatever charges or fees or amounts liable and due from me legally.
- 4. I/We agree to avoid business with persons doing illegal business and will co-operate in taking legal action against such persons.

1. Name :
Address :
Signature :

2. Name :
Address :
Signature :

Signature of Applicant.

FORM G-1

[see rule 79(2)]

LICENCE/REGISTRATION FOR OPERATING IN MARKET AREA

Licence is hereby granted to.....(Name)
.....(Address) (Phone No.) (hereinafter referred to as "the licensee") on
payment of fee of Rs.....for purchasing in the market areas of -

subject to the provisions of the Act and the Rules made thereunder and subject to the following conditions, that is to say, :-

1. The Licensee shall abide by the provisions of the Act and Rules made thereunder and the conditions of agreement entered into by the licensee on.....with the Director/ Managing Director.
2. This licence is not transferable.
3. This licence may be suspended or cancelled in accordance with the provisions of the Act and the Rules.
4. In the event of suspension or cancellation of this licence, it shall be surrendered to the Director / Managing Director.
5. The licensee shall carry on business only and only at places for which the licence is issued to him. So long as he carries on his business under such licence.
6. The licensee shall pay market fees and supervision charges prescribed to the concerned Agricultural Marketing Board.
7. The licensee shall not adulterate or cause any declared agricultural produce to be adulterated.
8. The licensee shall help the Director/ Managing Director in preventing evasion of market fees.
9. The licensee after grant of licence by the Director shall within a period of fifteen days furnish information about the authorised representatives of the licensee who shall be responsible on his behalf.
10. The licensee shall maintain books, registers and records in the manner, required by the Director / Managing Director and shall make such books, register and record available for inspection to the Director/ Managing Director or person authorised by him.
11. The licensee shall furnish such information and return to the Director/ Managing Director as may be required by him from time to time.
12. The licensee shall settle the price of agricultural produce according to the manner provided for under the bye-laws of the Market Committee and shall issue account slips or purchase bills according to the provisions of the rules.
13. The licensee shall, if the declared agricultural produce is sold through his agency or by him, pay to the seller the price of the agricultural produce so sold on the same day.
14. The licensee shall not solicit or receive any fee or recover any charges other than those which he is entitled to receive or recover in accordance with the provisions of the Act, rules and bye- laws made thereunder
15. The licensee shall not make or recover any trade allowance.
16. The licensee shall provide for authorised weights and measures.
17. The licensee shall pay to the licensed weighman or measurement taker and hamal only at the rates approved by the Director / Managing Director and shall not employ them for any household or private work.

18. The licensee shall inform the Director / Managing Director about any change in the constitution of the licensee.
19. The licensee shall refer his entire dispute in relation to the marketing of the declared..... agricultural produce in the manner provided under the rules.

Date :

Place :

Director

Renewal of Licence.

Date of renewal	Period for which renewal granted.	Signature of the Director and date.

Director

FORM -G-2

[see rule 48(5)]

Name and Address of the market committee:-

TO WHOMSOEVER IT MAY CONCERN

This is to certify that M/s.....
has purchased thetonnes /kgs. ofmention name of the
agri. produce) @ Rs.....per tonnes/kgs. The aggregate amount of this is
Rs.(Rupees in words) and has paid
Rs.....(Rupees.....) as a market fee. The buyer is allowed to
transport the said agri. produce to.....(Mention the place) by following vehicle no.

Vehicle No.....

Vehicle No.....

Vehicle No.....

Vehicle No.....

DATE :

SEAL :

Authorised Signatory

FORM -H
[see rule 79(3)]

**FORM OF APPLICATION FOR RENEWAL OF REGISTRATION FOR OPERATING IN
MARKET AREA**

To,
The Secretary,
Agriculture Produce Market Committee
Taluka District.....

Sir,

I/We.....address.....an individual/ partnership firm/HUF/private/public limited company/Govt, undertaking/co-operative society/NGO, submit the application to you for grant/renewal of registration as (trader/ commission agent/ broker/Hamal/Weighman/cart man etc) for a period fromTo work in.....Agriculture Produce Market Committee.

I/ We am/are submitting the following documents with this application, namely: -

- (i) Copy of treasury challan receipt in support of having paid the requisite fee of Rs.....
- (ii) Copy of registration of partnership/private/public limited company etc.
- (iii) Copy of memorandum of association/by-laws.
- (iv) Last annual audited balance-sheet.
- (v) Copy of the registration granted for the previous period.
- (vi) Bank Guarantee/security bond of Rs.

UNDERTAKING

I/ We undertake that I/We are not the defaulters of any of the provisions of the Act and Rules made thereunder and further undertake that I/We have not been convicted or held guilty for violation of the said Act and rules and we shall abide by the provisions of the said Act, rules and bye-laws and the conditions of registration.

You are requested to grant registration/ renewal of registration to me / us to function as..... in Agriculture Produce Market Committee.

Place :
Date :.....

Yours faithfully
(Signature of the applicant)

FORM - I
[see rule 50(1)]

**FORM OF REGISTER SHOWING THE MARKET FEE AND OTHER CHARGES COLLECTED BY
MARKET COMMITTEE.**

Sr. No.	Date	Total arrivals in tones.	Value of the agricultural produce sold.	Market fee assessed in Rs.	Market fee collected in R.	Licence fee collected	Charges collected on other counts.
1	2	3	4	5	6	7	8

FORM - J
[see rule 88(1)]
APPLICATION FOR REGISTRATION AS CONTRACT FARMING SPONSOR.

To,

.....
.....
.....

Sir,

I/We

..... (name).....
..... (address)..... (phone No.) am/are making an application
for a registration as Contract Farming Sponsor for the period from
..... to..... i.e..... years. I/We want
the registration for..... district(s) / whole state.

Along with this application I am enclosing the following documents:

- (1) Solvency certificate.
- (2) Bank Guarantee.
- (3) Details of Registration Documents of Company / Partnership firm/ Non-Governmental Organizations / Co-operative Society / Government Organization etc. and names and addresses of directors and partners, etc.
- (4) Details of agricultural produce coming under the contract.
- (5) Copy of challan under which fee of rupees five hundred per year per district has been paid in Government Treasury.
- (6) Proof of manufacturing,

Signature of Applicant.

FORM – K
[see rule 88(2)]
REGISTER OF CONTRACT FARMING SPONSOR.

Sr. No.	Name and address of applicant.	Date of receipt of Application	Registration fee. Rs.	District(s) for which the Registration is granted.	Period for which Registration is granted.	No. and date of issue of registration	Signature	Remarks

FORM – L
[see rule 8(2)]

REGISTRATION OF CONTRACT FARMING SPONSOR.

To,

.....

Sub: Registration as Contract Farming Sponsor in the district(s)/ whole of the state.

Sir,

With reference to your application Nodated.....on the
above cited subject, you are informed that your application for Registration has been accepted. The registration
No. allotted to you is..... dated

The registration is for the period from.....to..... for operating in the
following district of the State

The conditions of registration are given below:

1. The registration holder shall comply with the provisions of the Act, rules and instructions issued in this behalf.
2. The registration holder shall comply with the terms and conditions of the contract.

Date :

Signature of the registering authority.

FORM - M
[see rule 88(3)]
Agreement of Contract Farming

This Agreement is made and entered into at.....on the.....day of.....200.....between age residing at hereinafter called the Party of the first Part (which expression shall, unless excluded by or repugnant to the context, be deemed to include his heirs, executors, administrators and assigns,) and Shri/ M/s.....a Pvt./ Public Limited Company incorporated under the provisions of Companies Act, 1956 and having its registered office at..... hereinafter called the Party of second Part (which expression shall, unless excluded by or repugnant to the context be deemed to include its successors and assigns.)
Whereas the party of the first Part is the owner / cultivator of the agricultural land bearing, the following particulars, namely:-

Village	Survey No.	Area in Hectare	Tehsil and District	State

And Whereas the party of the second Part is trading in agricultural produce and also providing technical know-how in respect of land preparation, nursery, fertilization, pest management, irrigation, harvesting and other related aspects of Cultivation/ Production of crops;

And Whereas the party of the second Part is interested in the items of the agricultural produce more particularly mentioned in the Schedule annexed hereunder;

And Whereas at the request of the party of the second Part, the party of the first part has agreed to cultivate and produce the items of agricultural produce mentioned in the Schedule annexed hereunder;

And Whereas the parties hereto have agreed to reduce in writing the terms and conditions stipulated in the matter hereinafter appearing;!

Now, these presents witnessed and the parties hereby agree as follows:-

1. The party of the first Part agrees to cultivate and produce and dfffer to the party of second Part and the party of Second Part agrees to buy from the party of the First Part the agreed items of the agricultural produce / items as per the quality, quantity and price of the items more particularly mentioned in the Schedule Annexed hereto.
2. The agricultural produce the particulars of which are mentioned in the Schedule annexed hereto shall be supplied by the party of the first Part to the party of the second Part within the period ofmonths / years from the date hereof; or
or
it is expressly agreed between the parties hereto that this Agreement is for agricultural produce particulars of which are described in the Schedule annexed hereto and for a period of.....month/years and at the expiration of said period, this agreement shall automatically come to an end.
3. The party of the first Part agrees to cultivate and produce and supply quantity mentioned in the Schedule annexed hereto the party of the Second Part.
4. The party of the first Part agrees to supply the Quantity contracted according to the quality specification stipulated in the Schedule annexed hereto. If the agricultural produce is not as per the

agreed quality standards, the party of the second Part shall be entitled to refuse to take the delivery of the agricultural produce concerned. It is further agreed by and between the parties that –

a) the party of the first Part shall be free to sell the produce to the party of the second Part at mutually re-negotiated price;

or

the party of the first Part shall be free to sell the produce in the open market (to bulk Buyer viz. exporter / processor / manufacturer etc.) and if he gets less price than the price contracted, he shall pay proportionately less amount to the party of the second Part for his investment;

or

the party of the first Part shall be free to sell the produce in the market yard and if the price obtained by him is less than the price contracted, then he shall return proportionately less amount to the party of second Part for his investment.

b) In case the party of the second Part refuses or fails to take the Delivery of the contracted produce for his own reasons then the party of the first Part shall be free to sell the produce in open market and if price received is lower than the contracted price, the difference shall be borne by the party of the second Part and the party of the Second Part shall pay such difference to the party of the first Part within a period of fifteen days from the date by which the said difference is asserted.

5. The party of the first Part agrees to adopt instructions or practices in respect of the land preparation, nursery, fertilization, pest management, irrigation, harvesting and any other, as may be suggested by the party of the second Part, from time to time, and cultivate the items as per the specifications mentioned in the Schedule annexed hereto.

6. It is expressly agreed by and between the parties hereto that buying shall be as per the following terms and buying slips shall be issued immediately after the purchase:-

Date	Delivery Point	Cost of Delivery
------	----------------	------------------

It is further agreed that it shall be the responsibility of the party of the Second Part to take into possession the contracted produce at the delivery point after it is offered for delivery and if he fails to take delivery within.....period then the party of the first Part shall be free to sell the agriculture produce contracted as under -

Either in the open market (bulk buyer viz. exporter or processor or manufacturer, etc) and if he gets a price less than the price contracted, he shall pay proportionately less amount to the party of the second Part for his investment;

or

In the market yard, and if the price obtained is less than the contracted price, then he shall return proportionately less amount to the party of the second Part for his investment. It is further agreed that the quality maintenance during transit shall be the responsibility of the party of the second Part and the party of the first Part shall not be responsible or liable for the same.

7. The party of the second Part shall pay to the party of the first Part, the price or rate mentioned in the Schedule annexed hereto when his crop has been harvested and delivered to the party of the second Part after deducting all outstanding advances given to the party of the first Part by the party of Second Part. The following table shall be followed for the payment:

Date	Mode of payment	Place of payment
------	-----------------	------------------

8. The parties hereto shall insure the contracted produce mentioned in the Schedule annexed hereto, for the period of *..... against the risk of losses due to Act of God, destruction of specified assets, loan default and production and income loss and all other acts or events beyond the control of the parties, such as very low production caused by the serious outbreak of a disease, epidemic or by abnormal whether condition, floods, droughts, hailstorm, cyclones, earthquakes, fire or other catastrophes, war, acts of government, action existing on or after the effective date of this agreement which prevent totally or partially the fulfillment of the obligation on the part of the

agriculturists. Upon request, the Party of the First Part invoking such acts shall provide to the Party of the Second Part the confirmation of the existence of facts. Such evidence shall consist of a statement or certificate of the appropriate Government Department. If such a statement or certificate cannot reasonably be obtained, the party of the First Part claiming such acts may, in lieu thereof, make a notarial statement describing in details the facts claimed and the reasons why such a certificate or statement confirming the existing of such facts has not been obtained. Alternatively but subject to the mutual agreement between the parties, the party of the First Part may fill his quota of the produce through other sources in which case the loss suffered by him on account of price difference shall be shared equally by the parties after taking into account the amount recovered from the insurance company. The insurance premium shall be shared equally by both the parties.

9. The party of second Part hereby agrees to provide the following services to the party of the First Part during the period of cultivation and post harvest management. The particulars of such services are as follows:-
 - 1.
 - 2.
 - 3.
 - 4.
10. The Party of the second Part shall not thrust the labour on the party of the First Part.
11. The Party of the second Part agrees to have regular interactions with the agriculturist forum set up or named by the Party of the First Part during the period of contract, by himself or through his authorised representative.
12. The Party of the second Part or its representative shall have at their costs the right to enter in the premises or the fields of the Party of the First Part to monitor farming practices adopted and the quality of the produce from time to time.
13. The Party of the second Part confirms that he has registered himself with the on and shall pay the fees in accordance with the rules prevailing in this regard to which has jurisdiction to register the contract farming sponsors for the agricultural produce which is cultivated on the land described or the Party of the second Part has registered himself on with a single point registering authority, namely prescribed by the State Government in this regard. The fees levied by the respective (authority) shall be borne by the party of second Part exclusively and shall not be deducted in any manner, whatsoever, from the amount paid to the party of the First Part.
14. The Party of the second Part shall have no rights whatsoever as to the title, ownership, possession of the land / property of the party of the first Part nor shall it in any way alienate the property of the party of the first Part particularly nor mortgage, lease, sub-lease or transfer the land, property of the First Party in any way to any other person or institution during the continuance of this agreement.
15. The Party of the second Part shall submit original copy of this agreement signed by both the parties within a period of fifteen days from the date of execution thereof to (Registering authority prescribed for the purpose).
16. Dissolution, termination or cancellation of the Contract Farming Agreement shall be with the consent of both the parties. Such dissolution or termination or cancellation shall be communicated to the registering authority within a period of fifteen days from its occurrence.
17. All disputes and differences whatsoever arising between the parties hereto or persons claiming under them touching this agreement or any matter or thing contained or the construction thereof or as to the rights and liabilities of either of the parties under this agreement or as to any claim monetary or otherwise of one party against the other shall be referred to Taluka / District Officers concerned with regulation of Agriculture Marketing (designated as or assigned the functions of the Dispute Settlement Authority).

18. In case of change of address of any party to this agreement the same shall be intimated to the other party and also to the (the registering authority prescribed for this purpose).
19. Each party hereto shall act in good faith and honestly with the other in the performance of their responsibilities under this agreement and nothing will be done which may jeopardize their interest.

SCHEDULE above referred to.

Grade Specification, Quantity and Price Chart

Grade	Specification	Quantity	Price/Rate
Grade 1 or A			

In witness whereof the parties herein have hereunto set and subscribed their respective hands and seals the day, month and year first above written.

Signed, sealed and delivered by the
with in named 'Party of the first Part'
in the presence of:

.....

1.....

2.....

Signed, sealed and delivered by the
within named 'Party of the second Part'
in the presence of:

.....

1.....

2.....

[See rule 88(5)]

[illegible]

Form No. N-I

(see rule 85)

R E C E I P T

No

Date:

Received with thanks from M/s. the amount of
Rs(in words Rupees only) in cash /
through Demand Draft No. dateddrawn on Bank
..... towards registration fee / recording the agreement
under Contract Farming.

Accountant

General Manager.

FORM – O

[see rule 90(10)]

Form for informing the produce purchased with an intention to export or processing by the contract farming sponsor.

Return for the period of

Sr. No.	Quarter for which export pertains.	Total qty. of agri. produce purchased by contract farming sponsor in tonnes.	Total value of produce purchased	Total amount of supervision charges assessed	Total amount of supervision charges paid in Rs. (Treasury Challan No. & Date)	Total qty. of agri. produce purchased for export in tonnes.	Qty. of agri. produce purchased for processing in tonnes.	qty. of agri. produce exported within 90 days of its purchase	qty. of agri. produce processed within 90 days of its purchase	Remarks

It is hereby certified that I/We undertake that the quantity of agricultural produce purchased for export/ processing shall be exported or processed by me/us within a) period of 90 days from its purchase. Failure to do so shall result in action/ penalty against me / us as per the provisions of The Gujarat State Agricultural Produce Markets Act, 1963 (Guj. Act No. 20 of 1964) and rules made thereunder or conditions of registrations given to me/ us which I am / we are ware of.

Signature of the Contract Farming Sponsor.

[see rule 90(9)]

[see rule 90(9)]

Form of annual accounts of Contract Farming Sponsor.

[illegible]

FORM – Q
[see rule 80(1), 81(1) and 84]

**APPLICATION FOR GRANT OF LICENCE FOR PRIVATE MARKET, E-MARKET AND FARMER
CONSUMERS MARKET.**

Date:

To,

The Director of Marketing / Managing Director.

I/We (Name)
..... (address) (Phone No.) am/are making an application for the
grant of License for establishing private market / farmer consumer market. Necessary documents as required
are enclosed. I am/we are ready and willing to pay the necessary license fee of
Rs as per rules for obtaining the said license. You are requested to grant the license.

Yours faithfully

.....
(Applicant)

The following documents are submitted with this application:-

- i) Certificate of Incorporation or Registration in respect of Company,
Co-operative Society, Trust, Corporation, Partnership, etc.
- ii) Memorandum of Association or Articles of Association.
- iii) Names and addresses and telephone number of all the Directors and
owners and partner, etc.
- iv) Details of infrastructure created with the break up of the cost of the
land as per the table below prescribed therefore. (Proof in support of
cost should be enclosed):

Sr. No.	Type of infrastructure	Estimated Cost (Rs.)
1.		
2.		
3.		

- v) Treasury challan in support of having paid the licence fee.
- vi) Operational and working guidelines according to which private market shall
be conducted or operated.
- vii) Undertaking or affidavit declaring that the applicant shall abide by all the
provisions of the Act and rules made thereunder and in case of violation
he shall be liable for an action including cancellation of licence.
- viii) A Bank Guarantee as provided in rule and
- ix) Details of economical stability.
- x) The authority letter of authorized persons and specimen signature of them.
- xi) Experience of agriculture marketing (full details for the same)
- xii) What purpose for taking a license.

- xiii) From which district and area of the State, Company wants to purchase.
- xiv) Mode of payment given to the farmers after purchasing from them.
- xv) Which facilities like transportation, warehouses, auction shed, Information kiosk etc. to the given to the farmers.
- xvi) Company do any business and taken any licence from Government of India or any State please give details.

Date:

Place:

(Applicant)

FORM - R [see rule 83(1) and (2)]

**APPLICATION FOR OBTAINING LICENCE FOR DIRECT PURCHASE OF AGRICULTURAL
PRODUCE FROM THE AGRICULTURISTS.**

To,

Date:

Sir,

I/ We..... (name).....
(Address)(Phone No.) am/ are making an application for a Licence for direct purchase of agricultural produce from the Agriculturists, in the below mentioned market areas. I am ready and willing to pay the necessary license fee for Rs as per rules for obtaining the above mentioned license.

- 1
- 2
- 3
- 4

I am enclosing herewith the following documents with this application.

- i) Solvency Certificate.
- ii) Bank Guarantee.
- iii) Details of Registration Documents of the Applicant (e.g. Company/ Partnership Firm / Non-Governmental Organization / Cooperative Society / Government Organization, etc.
- iv) Names and address of our Directors, Partners, etc.

Declaration

- (1) I/We agree to abide by the Gujarat Agriculture Produce Markets Act, 1963 (Guj. Act 20 of 1964) and the rules made thereunder and amendments made to it from time to time and the directions and orders issued by the Director of marketing / Managing Director, from time to time.
- (2) I/We agree to keep all the necessary records and information about the functioning of our business and to co-operate to produce whatever information and documents that may be asked for inspection by the appropriate authority.
- (3) I/We agree to pay whatever charges or fees or amounts liable and due from me legally.
- (4) I/We agree to avoid business with persons doing illegal business and will co-operate in taking legal action against such persons.

1. Name:
Address:
Signature:
2. Name:
Address:
Signature:

Signature of Applicant.

FORM - S [see rule 87]

**REGISTER OF LICENCE HOLDERS FOR DIRECT MARKETING OF AGRICULTURAL
PRODUCE AND ESTABLISHING PRIVATE MARKET,E-MARKET
AND FARMER-CONSUMER MARKETS**

Sr. No.	Name and address of applicant	Date of Receipt of Application for licence	Type of licence and date of issuance	Market Area	Licence fee Rs. (Challan No.)	Licence No. and Date	Licence period	Remarks and Signature
1								
2								
3								
4								
5								
6								
7								

FORM - T
[See rules 80(1), 81(I),83(3)and 84]

**LICENCE FOR DIRECT PURCHASING OF AGRICULTURAL PRODUCE,
ESTABLISHING PRIVATE MARKET AND FARMER-CONSUMER MARKET.**

Licence is hereby granted to (name)
..... (address)
(phone No.)/ (hereinafter referred to as 'the licensee') on payment of fee of Rs.
..... For direct
purchasing of agricultural produce / establishment and operating private market /
farmer-consumer market in..... Market Area, subject to the provisions of
the.....Gujarat Agricultural Produce Markets Act, 1963 (Guj.
Act No. 20 of 1964) and.....the..... Gujarat Agricultural Produce Markets
Rules, 1965on the following conditions, that is to say; -

1. The licensee shall abide by the provisions of the said Act and rules and the conditions of agreement entered into by the licensee on..... with the Director of Marketing / Managing Director.
2. This licence is not transferable.
3. This licence may be suspended or cancelled in accordance with the provisions of the said Act and the rules made there under and if the licence holder commits any act or abstains from carrying out his normal business in the market with the intention of willfully obstructing, suspending or stopping the marketing of agricultural produce in the market area, the licence may be suspended or cancelled.
4. In the event of suspension or cancellation of this licence, it shall be surrendered to the Director of Marketing / Managing Director.
5. The licensee shall not adulterate or cause any declared agricultural produce to be adulterated.
6. The licensee shall help the Director / Managing Director in preventing evasion of market fees.
7. The licensee shall, within a period of fifteen days from the date of grant of licence by the Director/ Managing Director to him, furnish him the information about the authorised representative of the licensee who shall be responsible on his behalf.
8. The licensee shall maintain the books, registers and records in the manner required by the Director of Marketing / Managing Director and shall make them available for inspection to the Director of Marketing / Managing Director or person authorised by him.
9.
 - (i) The licensee shall furnish information and return to the Director of Marketing /Managing Director and may be required by him from time to time.
 - (ii) Agriculture produce shall be sold by way of open auction in private markets.
 - (iii) Direct marketing licence holder shall put up the notice of price of commodity
at which State he shall purchase such commodity on a particular date.
 - (iv) Private market or direct purchaser shall not purchase or allow purchasing of any agricultural produce below minimum support price/ announced by the Government for the particular commodity.

10. The licensee shall, if the declared agricultural produce is sold through his agency or by him, pay to the seller the price of the agricultural produce so sold on the same day.

11. The licensee shall not solicit or receive any fees or recover any charges other than those which he is entitled to receive or recover in accordance with the provisions of the Act and the rules made by the concerned Market, approved by the Director of Marketing.
12. The licensee shall not make or recover any trade allowance.
13. The licensee shall provide for authorised weights and measures.
14. The licensee shall pay to the licensed weighman or measurement taker and hamals only at the rates approved by the Director/ Managing Director of any change in the constitution of the licence.
15. The licensee shall inform the Director / Managing Director of any change in the constitution of the licence.
16. The licensee shall refer all disputes in relation to the marketing of the declared agricultural produce in the manner provided under the Gujarat Agricultural Produce Markets Rules, 1965.

Date :

Place: Director of Agricultural Marketing/ Managing Director.

Renewal of Licence:

Date of Renewal	Period for which renewal is granted	Signature of Director / Managing Director and date.

FORM-U

[see rule 86 (1)]

**APPLICATION FORM FOR RENEWAL OF LICENCE UNDER SECTION
31C AND 31E**

To,
The Licensing Authority
Gujarat State Agricultural Marketing Board.
.....

Sir,

I/We(name) holder of licence for private market/E-market/ Purchaser of Agriculture Produce directly from the agriculturists in one or more market areas / Farmer Consumer Market request for the renewal of my licence. In this connection, I furnish my/our necessary particulars as under:

1. Particulars of the private / consumer market yard / other marketing infrastructure for which the licence has been issued
 2. Name of the applicant (with the particulars of the place of market yard)
 3. No..... of licence.....
 4. Date on which the licence expires.....
 5. Period for which renewal is required
 6. Fee paid Rs.....
 7. Penalty paid, if any, Rs
 8. Has the applicant(s) or where the applicant is a firm, has any member thereof singly or in collaboration with anybody else, been-
 - a) granted any licence in any other market area and his licence has been suspended or cancelled. If so, when, where, for how much period and for which reasons, or
 - b) convicted of any offence involving moral turpitude. If so, the date of conviction or
 - c) declared an un discharged insolvent
 - d) defaulter of not paying the dues to the committee/ Board
2. I am enclosing a demand draft No..... Dated..... amounting to Rs on account of renewal fee.
3. The particulars given above are true and correct to the best of my knowledge and belief.

Date

Signature of the applicant.

FORM-V
(see rule 82)

**Application format for obtaining Common licence for operating in not less than
five market areas as trader (Application to be made on letter head of Applicant)**

Date:.....

To,

Sir,

I/We, on behalf of firm M/s (name) having its head office at (address, Tel., Fax, E-mail) am/are making an application for a licence for operating as a trader in more than five market areas, in the below mentioned market area:-

Sr. No.	Name of the specified market area for which the licence is requested.	Name of the concerned market committee.	Name of the proposed purchase centers with authorised person	Commodity proposed to be purchased.	Capacity of godown (if any) layout of godown to be attached.
1	2	3	4	5	6

Commodities to be traded:

The estimated value of purchase per year is Rs

Total volume is approximatelyMT

I/We are enclosing following documents alongwith this application, namely:-

1. Copy of MOU/Partnership Deed/ Registration, etc.
2. Last two years audited balance sheet of the company.
3. Bank guarantee for Rs
4. Copy of all Bank statements to verify the financial capability, duly attested by the Branch Manager.
5. Copy of Registration, TIN/VAT/CST/ST.
6. Previous year's licence (if any)

I/We hereby declare that the information mentioned above is completely true to the best of my/our knowledge and in the event of any information, being found false my/our licence is liable to be suspended/ cancelled.

Place:

Date :

(Signature of Authorised Person)

Name of the Applicant.

Declaration

- (1) I/We agree to abide by the Gujarat Agriculture Produce Markets Act, 1963 (Guj. Act 20 of 1964) and the rules made thereunder and amendments made to it from time to time and the directions and orders issued by the Director of marketing / Managing Director, from time to time.
- (2) I/We agree to keep all the necessary records and information about the functioning of our business and to co-operate to produce whatever information and documents that may be asked for inspection by the appropriate authority.
- (3) I/We agree to pay whatever charges or fees or amounts liable and due from me legally.
- (4) I/We agree to avoid business with persons doing illegal business and will cooperate in taking legal action against such persons.

Place :

Date :

Signature of authorised person

(Name and Seal of the Company)

FORM - V-I
[see rules 82(2)]
COMMON LICENCE .

Licence is hereby granted to
.....(name)
.....(address)
..... (phone No.), (hereinafter referred to as 'the licensee') on payment of fee of RsFor common licence in not less than five Market Areas, subject to the provisions of theGujarat Agricultural Produce Markets Act, 1963 (Guj. Act No. 20 of 1964) and the..... Gujarat Agricultural Produce Markets Rules, 1965 on the following conditions, that is to say; -

1. The licensee shall abide by the provisions of the said Act and rules and the conditions of agreement entered into by the licensee on with the Director of Marketing / Managing Director.
2. This licence is not transferable.
3. This licence may be suspended or cancelled in accordance with the provisions of the said Act and the rules made there under and if the licence holder commits any act or abstains from carrying out his normal business in the market with the intention of willfully obstructing, suspending or stopping the marketing of agricultural produce in the market area, the licence may be suspended or cancelled.
4. In the event of suspension or cancellation of this licence, it shall be surrendered to the Director of Marketing / Managing Director.
5. The licensee shall not adulterate or cause any declared agricultural produce to be adulterated.
6. The licensee shall help the Director / Managing Director in preventing evasion of market fees.
7. The licensee shall, within a period of fifteen days from the date of grant of licence by the Director / Managing Director to him be furnished him the information about the authorised representative of the licensee who shall be responsible on his behalf.
8. The licensee shall maintain the books, registers and records in the manner required by the Director of Marketing / Managing Director and shall make them available for inspection to the Director of Marketing / Managing Director or person authorised by him.
9.
 - i) The licensee shall furnish information and return to the Director of Marketing may as be required from him from time to time.
 - (ii) Agriculture produce shall be sold by way of open auction in private markets.
 - (iii) Common licence holder shall put up the notice of price of commodity at which he shall purchase such commodity on a particular date.
 - (iv) Common licence holder shall not purchase or allow purchasing of any agricultural produce below minimum support price, announced by the Government for the particular commodity.
10. The licensee shall, if the declared agricultural produce is sold through his agency or by him, pay to the seller the price of the agricultural produce so sold on the same day.

11. The licensee shall not solicit or receive any fees or recover any charges other than those which he is entitled to receive or recover in accordance with the provisions of the Act and the rules made by the concerned Market, approved by the Director of Marketing.
12. The licensee shall not make or recover any trade allowance.

13. The licensee shall provide for authorised weights and measures.
14. The licensee shall pay to the licensed weighman or measurement taker and hamals only at the rates approved by the Director/ Managing Director of any change in the constitution of the licence.
15. The licensee shall inform the Director / Managing Director of any change in the constitution of the licence.
16. The licensee shall refer all disputes in relation to the marketing of the declared agricultural produce in the manner provided under the Gujarat Agricultural Produce Markets Rules, 1965.

Date :

Place: Director of Agricultural Marketing

Renewal of Licence :

Date of Renewal	Period for which renewal is granted	Signature of Director and date.

By order and in the name of the Governor of Gujarat,

DR. D. H. BRAHMBHATT,
Secretary to Government
