

FORM A
[See rules 4 B(1)]

**Application for obtaining license for direct marketing of agricultural produce from the
Agriculturists.**

Date:

To,

Sir,

I / We..... (Name)

(Address) (Phone No.)

..... am / are making an application for a license of 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 of Rs. as per rules for obtaining the a above mentioned license.

1.....

2.....

3.....

4.....

Alongwith this application, I am enclosing the following documents.

1. Solvency Certificate
2. Bank Guarantee.

Signature / Stamp :

[See rule 4 B (2)]

Name of centers to be operated by direct marketers for purchase of agricultural produce initially

Sr.No.	Name and Address of Center	Date of opening of Center	Commodities Purchased

Date :

Signature / Stamp :

BANK GUARANTEE FOR LICENSE OF DIRECT MARKETING

To

The Director of Agricultural Marketing,
Maharashtra State,
Pune -411001.

Subject :- Bank Guarantee No....., of Rs..... /- (Rupees only) on behalf of
Shri/Sou/ M/S for license of Direct Marketing.

In consideration of the Director of Agricultural Marketing, Maharashtra State, Pune (herein after referred to as the Licensor which expression unless repugnant to the context or meaning thereof shall include its legal heirs, successors, administrators, executors or assigns) having granted license under Single/Direct/ Private Marketing subject to the provision of the Maharashtra Agricultural Produce Marketing (Development and Regulation) Act, 1963 (MAPM (D & R) Act) and Maharashtra Agricultural Produce Marketing (Development and Regulation) Rules 1967, (MAPM (D & R) rules) on various terms and conditions mentioned in the license to Shri/Sou/ M/S

(Herein after referred to as the LICENSEE which expression unless repugnant to the context or meaning thereof shall include its legal heirs, successors, administrators, executors or assigns) Vide No....., dated and the same unequivocally accepted by the Licensee resulting in above mentioned License agreed to provide Bank Guarantee of Rs..... (Rupees only) in favour of the Licensor for the faithful observation of the terms and conditions under the License .

We (Name of the Bank).....(branch address).....
having its head office at (HO address).....

.....
(Herein after referred to as the Bank which expression unless repugnant to the context or meaning thereof shall include its legal heirs, successors, administrators, executors or assigns) do hereby guarantee and undertake to pay Licensor on demand any and all money payable by the Licensee to the extent Rs.....by D.D./Pay Order payable at Pune favoring The Director of Agricultural Marketing without any demur , reservation contest recourse or protest and / or without reference to the Licensee if any such demand is made by the Licensor on the bank shall be conclusive and binding notwithstanding any difference between the Licensor and Licensee or any dispute pending before any court or tribunal or any authority. The Bank undertakes not to revoke this Bank Guarantee during its currency without previous consent of the Licensor and further agrees that the Guarantee herein contained shall continue to be enforceable till the Licensor discharges this guarantee. The Licensor shall have the fullest liberty without effecting this guarantee , to postpone from time to time the exercise of the same at any covenants, contained or implied in the license between the Licensor and the Licensee or any other course of or remedy or security available to the Licensor. The bank shall not be released of its obligations under these presents any exercise by the Licensors of its liberty with refernce to the matters aforesaid or any of them or by reason of any acts of omission or commission on the Licensor by any other matters or things whatsoever which

under Law would ,but for this provision, have the effect of relieving the Bank, the Bank also agrees that the Licensor at its option shall be entitled to enforce this guarantee against the bank as principal debtor, in the first instance without proceeding against the Licensee and not withstanding any security or other guarantee that the Licensor may have in relation to the Liabilities of the Licensee.

The bank further agrees with the Licensor, that the Licensor shall have the full liberty, without our consent and affecting in any manner our obligations here under to vary any of the terms and conditions of the said license or to the extent time for regularizing the defaults in the terms and conditions of the license, from time to time or postpone for any time or from time to time any of the powers exercise by the Licensors against the said Licensee and to forebear or enforce any of the terms and conditions relating to the said license and we shall not be relieved from our liability by reasons of any variations or extensions being granted by the said licensor to the said Licensee or any such matter or thing whatsoever which, under the law relating to sureties would , but for this provision, have effect of so relieving us.

The Bank will not be discharged from its liabilities, due to merger, liquidation or change in the constitution of the bank, due to Govt. and / or Reserve Bank of India Policy or change in the constitution of the Licensee.

The Bank lastly undertakes not to revoke this guarantee during its currency except with the previous consent of the Licensor in writing .

1. Notwithstanding anything contained herein above our liabilities under this Guarantee is restricted to a sum of Rs..... (Rupeesonly)

2. Guarantee shall remain valid till it is also agreed by the Bank that the Licensor has right to invoke the Guarantee on or before three months(grace period) after the above validity date and Bank undertakes to act according to instruction of the Licensor.

Place :

Date :

Stamp and Signatue of official
Name & Designation

Seal of Bank

(To be given on Letterhead of the bank)

SOLVENCY CERTIFICATE

This is to Certify that, Shri / Sou / Messers -----
------(Business Address) -----
-----is doing banking
business with our bank since ----- years in our opinion, considering all his /
her its assets, he she it is solvent to the extent of -----(Rupees-----)

This certificate is given to him / her / its on specific demand to that extent.

Place :

Date :

(Signature of Authorized Officials)

Name :

Designation

(Seal of the bank)

Declaration

- 1) I/We agree to abide by the Maharashtra Agricultural Produce Marketing (Development and Regulation) Act, 1963 and the rules made there under and amendments made to it from time to time and the directions and orders issued by the Director of Marketing, 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 will be asked for inspection by 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-operative in taking legal action against such persons.

Signature of Applicant.

- 1) Name :
Address :
Signature :

- 2) Name :
Address :
Signature :

Operational and working guidelines- Direct Marketing

Guidelines governing Direct Marketing of Agricultural Products at the Company Collection centers, platforms and sourcing centers (as furnished in the Form B and Form C along with the applications) as may be amended from time to time.

1. Every collection center / platform sourcing center at which direct marketing is to be undertaken (herein after called "Collection Centers") will have special counters for receiving the produce brought in by the farmers / agriculturists. The company may also utilize mobile van facilities for the purpose of direct marketing.
2. The collection centers opened are for the purposes of sale and purchase of agricultural produce or such other purpose directly or indirectly connected with the sale and purchase of agricultural produce only.
3. The timings for working of the collection centers will be from 5.00 AM to 10.00 PM on all days with such variations as may be notified by the company from time to time, subject to necessary clearances from the concerned authorities.
4. Collect open centers will maintain and display daily a list of prices of the different varieties and grades of declared agricultural produce.
5. Every price quotation made in Collection Centers in respect of any declared agricultural produce will always be exclusive of the container thereof.
6. The seller/Farmer, who intend to sell his agricultural produce to the company, will bring the same to the Collection Centers of the company.
7. The company's representatives will evaluate the quality of the produce brought and confirm the purchase price to the seller. in line with the display of prices.
8. On confirmation by the seller, weighment or measurement of the agricultural produce is done using weights or measuring instruments having approval of weights and measures authorities, in the presence of the seller.
9. Thereafter a bill is prepared in the form prescribed as under, furnishing details (including price) of all the agricultural produce purchased from the seller. One copy of the bill along with weighment slip is retained by the company and one copy of the same is given to the concerned seller/farmer.

Company Name				
Name of the Collection Centre				
Name of the farmer				Date:
Sr.No.	Description	Quantity/Nos.	Rate/Price	Total

10. Immediately after any agricultural produce is weighted or measured in the collection centers, the company will settle the account and pay the seller as the case may be for the purchase of the produce so weighted.
11. The payment of the goods will be made to the agriculturist on the same day of weighing or measuring of the goods and after deducting the legitimate charges only, provided that under no circumstances payment for produce sold will be withheld

either on deposit account or personal account or in any other account of a similar nature.

12. Once the agricultural produce is purchased at collection centers, the same will be sent in the company hired vehicles to the ware house, specially arranged, for cleaning, grading, sorting and storing of these agricultural produce.
13. After cleaning grading and sorting the same will be dispatched to the retail outlets of the company in company hired vehicles.
14. The agricultural produce so dispatched , will be finally sold to the retail customers from the company retail outlets.
15. The Collection Centers will keep regular and proper accounts of every purchase and sale transaction of agricultural produce either manually in a Register or on computer in a computerized environment as specified by the Director.
16. The Collection Centers will maintain a register / records showing the fees and all other charges collected / paid.
17. The Collection Centers will take all steps to ensure that no one may adulterated any declared agricultural produce or cause such produce to be adulterated and it is the duty of the Collection Centers to take adequate steps including power to take sample of any such produce to see that no declared agricultural produce dealt threat is adulterated as defined under The Prevention of Food Adulteration Act 1954.
18. In relation to trading of the agricultural produce sourced under the direct marketing the company standard procedures will apply.
19. Company will furnished all the necessary information to the Director or the officers duly authorized by him as he may require.
20. Company will produce all the required documents and records to the director and the Director has an authority to enter in the Collection Centers for inspection or seizure of the record and to take action as per the provisions of the act, rules and operational working guidelines.