

The M.P. Van Upaj other than Timber (Vyapar Viniyaman) Niyam, 1969

MADHYA PRADESH

India

The M.P. Van Upaj other than Timber (Vyapar Viniyaman) Niyam, 1969

Rule

THE-M-P-VAN-UPAJ-OTHER-THAN-TIMBER-VYAPAR-VINIYAMAN-NIYAM of 1969

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The M.P. Van Upaj other than Timber (Vyapar Viniyaman) Niyam, 1969 Published vide Notification No. 7314-53-10-(3)-69, dated 1-11-1969, M.P. Rajpatra (Asadharan), dated 1-11-1969 at pages 2382-2410 In exercise of the powers conferred by Section 21 of the Madhya Pradesh Van Upaj (Vyapar Viniyaman) Adhiniyam, 1969 (No. 9 of 1969), the State Government hereby makes the following rules, the same having been previously published as required by sub-section (1) of the said section, namely :-

1. [Short title. [Substituted by Notification No. 18-7-73-3-3-X-(1), dated 23-10-1978.]

- These rules may be called the Madhya Pradesh Van Upaj other than timber (Vyapar Viniyaman) Niyam, 1969.

1A. Application.

- They shall apply to all the specified forest produce other than timber.

1B. Construction of reference.

- Any reference in these rules to specified forest produce shall not include reference to timber].

2. Definitions.

- In these rules, unless the context otherwise requires, -(a)"Act" means the Madhya Pradesh Van Upaj (Vyapar Viniyaman) Adhiniyam, 1969 (No. 9 of 1969);(b)"Divisional Forest Officer" means the Forest Officer in charge of a Territorial Forest Division;(c)"Form" means a form appended to these rules;(d)"Purchaser" means a person or party to whom specified forest produce has been sold or otherwise disposed in such manner as the State Government may direct under Section 12;(e)"Section" means a section of the Act;(f)"Transport permit" means a permit issued under clause (c) of sub-section (2) of Section 5 for transport of specified forest produce.

3. Appointment of Agents.

(1)To appoint Agent or agents for the unit or units for all or any specified forest produce under sub-section (1) of Section 4, the State Government shall publish in the "Madhya Pradesh Rajpatra" and in such other manner as it may think fit, a notice inviting applications for such appointment giving terms and conditions of agency.(2)The application for agency shall be in Form A which may be had from the office of the Divisional Forest Officer concerned or from any other Divisional Forest Officer on payment of rupee one for each form.(3)An unrefundable fee or rupees ten shall be paid for each application for agency. The amount shall be payable to the account of the division in which the unit is situated in accordance with the rules prescribed for acceptance of money by the Forest Department. A separate application shall be required for each unit of a specified forest produce.(4)(i)The application for agency, complete in all respects including the prescribed application fee shall be submitted to such authority, by such date and in such manner as may be specified in the aforesaid notice.(ii)No person shall be allowed to apply on behalf of another person or a firm unless he encloses a copy, with application and produces the original before the Divisional Forest Officer, of the power of attorney executed by such person or firm empowering him to act on his or their behalf or the certificate of registration of the firm of which he claims to be a partner.(iii)A Gram Panchayat or a Co-operative Society may submit the application enclosing a duly certified copy of the resolution passed in this respect:Provided that such certified copy of the resolution shall not be required in case of Madhya Pradesh State Tribal Co-operative Development Corporation.(5)(i)Every such application shall be accompanied by a Treasury Challan showing a cash deposit of rupees five hundred under the head "Revenue Deposit" in the name of the Divisional Forest Officer concerned as advance Security Deposit. Challan for making revenue deposit may be obtained from any of the Divisional Forest Officers.(ii)In addition to the advance security deposit mentioned above the applicant shall furnish and enclose a certificate of personal solvency or the security bond of an independent surety holding such certificate to the extent of the amount specified in the aforesaid notice issued under sub-rule (1) ;Provided that the State Government may exempt a Gram Panchayat or a Co-operative Society or the Madhya Pradesh State Tribal Co-operative Development Corporation from the provisions of this clause.(iii)The applicant shall not withdraw the application until orders of the competent authority accepting or rejecting the application are passed or another person, Gram Panchayat or Co-operative Society or the Madhya Pradesh State Tribal Co-operative Development Corporation is appointed an Agent for that unit. Breach of this provision will entail forfeiture of the advance security deposit prescribed under clause (i).(6)The State Government may accept or reject any application without assigning any reason therefor. The

advance security deposit shall be refunded to the applicants whose applications are rejected. The advance security deposit of the applicant appointed as an agent shall, subject to the provisions under sub-rule (8) be adjusted against the security deposit required under sub-rule (9).

(7) Notwithstanding anything contained in these rules, State Government, where it is of opinion that it is expedient and necessary to do so may, for reasons to be recorded in writing therefor, appoint, any person, Co-operative Society, Gram Panchayat or the Madhya Pradesh State Tribal Co-operative Development Corporation Agent or agents for one or more units of each specified forest produce.

(8) (i) On appointment as an agent, the person or Gram Panchayat, or Co-operative Society including Madhya Pradesh State Tribal Co-operative Development Corporation, shall appointed shall execute a agreement in Form B within fifteen days of the issue of the order of appointment, failing which the appointment shall be liable to be cancelled and on such cancellation, - (a) the advance security deposit shall be forfeited; and (b) the agent shall be liable to pay the loss, if any, incurred by the State Government as a result of cancellation of the appointment. The loss will be a sum to be calculated as under: - (A) Loss to Government. (B) The difference of the quantity of the specified forest produce notified for the unit and the total quantity which is collected and delivered. (R) Rate per unit of quantity at which Government sells specified forest produce minus all expenses per unit of quantity incurred by the Government till delivery of the specified forest produce to the purchaser. $A - B \times R$ i.e. the loss will be equal to an amount which results by the multiplication of the quantity which is collected and delivered short of the quantity notified for the unit and a figure which is the difference between the rate of sale per unit of quantity and all expenses per unit of quantity incurred by the Government till it is delivered to the purchaser. (C) The aforesaid loss shall be recoverable as arrears of land revenue.

(9) (i) The agent so appointed for a particular unit shall, before signing the agreement, deposit, as security for the proper execution and performance of the agency in accordance with the terms and conditions of the agreement and the provisions of the Act and these rules, a minimum sum to be specified in the agency notice. In the event of the agent being not able to deposit the aforesaid amount of security, any other person may be allowed to deposit the said amount on his behalf, subject however, to the condition that the amount so deposited as security by him shall, for the purposes of these rules and the agreement, be subject to the same terms and condition as if such amount is deposited by the agent himself. (ii) This security deposit will be in the shape of revenue deposit in the name of Divisional Forest Officer concerned either in cash or in the form of promissory notes which shall for the purposes be valued at 5 per cent below the market value or Guarantee of Scheduled Banks offered in terms of Finance Department, Government of Madhya Pradesh Memo No. 2171-545-IV-R-V, dated the 6th September, 1962, or Post Office Cash Certificate, National Saving Certificate, 10-year Treasury Saving Deposit Certificate, 12-year National Defence Certificate at surrender value, transferred to the Divisional Forest Officer concerned with Head Post Master's sanction. (iii) The security deposit shall either wholly or in part, as the case may be, adjusted by the Divisional Forest Officer towards the recovery, if any of the penalty for short collection of specified forest produce, compensation damages and any other dues which may be recoverable under the provision of the agreement, these rules and the Act, and if ordered by the Divisional Forest Officer in writing, all such deductions shall have to be made good by the agent by deposit of an equivalent amount within fifteen days of the receipt of the notice to that effect. (iv) If the dues to be recovered exceed the amount of the security deposit the amount in excess shall, unless made good within 15 days from the date of the Divisional Forest Officer's notice to that effect, be recoverable as arrears of land revenue. (v) The security

deposit of the balance, as the case may be, shall be refunded to the agent or the person depositing it on behalf of the agent when the Divisional Forest Officer is satisfied that all the obligations and formalities on the part of the agent under the terms of the agreement and the provisions of these rules and the Act have been duly complied with and that no amount is due against him.(vi)In addition to the security deposit mentioned above, the agent shall furnish a certificate of personal solvency or the security bond of an independent surety holding such certificate to the extent as is specified in the agency notice.(10)(i)Unless otherwise directed by the Divisional Forest Officer, the agent shall purchase the specified forest produce from persons mentioned in items (b) and (c) of sub-clause (ii) of clause (I) of Section 2 and collect specified forest produce from Government land at the deposit or depots opened by him or ordered to be opened by the Divisional Forest Officer, in accordance with the provisions of the Act, the agreement and these rules. The Divisional Forest Officer may, from time to time, give him appropriate directions in this behalf, not inconsistent with the provisions of the Act, the rules and the agreement.(ii)The agent shall purchase and collect only such quality of specified forest produce as is fit for the purpose of consumption or use as raw material for manufacture or for trade and is described in agency notice. In addition to the above work, the agent if so required shall carry out such other works as are necessary and associated with the trade or specified forest produce within the unit in accordance with the instructions issued to him on the subject.(11)The agent shall be responsible for safe custody and storage of purchased and collected specified forest produce and shall take all precautions necessary to prevent any deterioration of quantity till the time whole stock in his custody is delivered to an officer or a person as may be directed and in the manner prescribed in the agreement. The agent shall be personally responsible for any shortage in quantity or deterioration or quality during his custody and any losses suffered by State Government on this account and assessed by it shall be made good by the agent.(12)The agent shall purchase specified forest produce from growers of forest produce other than the State Government against cash payment at the rates notified by State Government for such purchase, and shall pay to the mazdoors who have collected the specified forest produce from the Government forests and lands, in cash or kind through barter as may be desired by the mazdoors, immediately on receipt of the forest produce, as collection charges at rates determined by the State Government from time to time.(13)The agent shall maintain such account and submit such periodical returns to the Divisional Forest Officer or to any other officer authorised by the Divisional Forest Officer, as may be prescribed by the Divisional Forest Officer.(14)Nothing in the foregoing provisions shall be construed to confer on the agent an exclusive right to purchase and collect specified forest produce in the unit for which he is appointed an agent and the State Government shall have the right to purchase and collect specified forest produce in the unit by itself or by an officer authorised by it in writing in that behalf and to that extent liability of the agent shall be reduced.(15)The agent shall furnish a list of persons employed by him within the unit. immediately as and when employment is made and all such persons as are objected to by the Divisional Forest Officer shall be forthwith removed from employment by the agent.(16)The agent shall provide an identity card or other device approved by the Divisional Forest Officer, to all Mazdoors and persons employed by him whereby they may be readily identified.

4. Transport of specified forest produce for bona fide use or for consumption or for nistar.

(1) Any person may, under clause (b) of sub-section (2) of Section 5, transport individually the specified forest produce up to the following quantity at a time from the place of purchase of such produce to the place where such produce is required for his bona fide use or for consumption, namely :-

Specified Forest Produce	Quantity	
(i)	Kulu Gum	One hundred grams
(ii)	Dhawara gum, Khair gum, Babool gum, Salai resin (cheed gum)	One Kilogram
(iii)	Mahua flowers	Five kilograms for transportation within the limits of a Municipality or Municipal Corporation. Seventy five Kilograms for transportation outside the limits of Municipality or Municipal Corporation.
(iv)	Mahua seeds	[Fifty Kilograms] [Substituted Notification No. 1458-2088-X-3-71, dated 30-12-1971.]
(v)	Harra	Five Kilograms
(vi)	Kacharia	One Kilogram
(vii) [[Added by Notification No. F-31-I-75-III-I-X, dated 31-5-1975.]	Sal-seeds	Five Kilograms.]

(2) Any person having the right or nistar in any forest in respect of any specified forest produce may, under clause (d) of sub-section (2) of Section 5, transport such produce for his domestic use or consumption in quantity specified in sub-rule (1).

5. Transport permit.

(1) Subject to the provisions of clauses (a), (b) and (d) of sub-section (2) of Section 5, transport of specified forest produce shall be regulated by transport permits of the following types and which shall be issued by the authorities mentioned against each of them.

Type of transport permit	Authority to issue the permit
(i)	For transport from collection-depot to storage godown (P/1). Divisional Forest Officer or an Officer or a person authorised by him in writing.
(ii) [[Substituted by Notification No.	For transport outside of the State (P/2) Divisional Forest Officer or any other officer authorised by him in writing.]

F-18-1-96-X-3, dated
22-3-1997.]

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| (iii) | For transport other than that mentioned in items (i) and (ii) and within the State (P/3). | Divisional Forest Officer or any Officer and/or licence vendor authorised by the Divisional Forest Officer in writing up to a specified quantity and period : |
|-------|---|---|

Provided that the Divisional Forest Officer, if he has reason to believe that the Officer or the person authorised by him to issue permit is not suitable shall forthwith cancel such authorisation.(2) Application for issue of transport permit of any of the aforesaid type shall be made in Form C and shall be submitted to the Divisional Forest Officer or to the Officer or person authorised to issue permit, as the case may be. Provided that the Divisional Forest Officer or any officer or person authorized by him, if he has reason to believe that the specified forest produce in respect of which the application has been made, has been obtained, illegally or collected illicitly or without authority, may, after giving the applicant such opportunity of being heard as he may in the circumstances deem fit, reject such application by an order in writing.(3) All types of transport permits shall be subject to the following conditions,-(a) each consignment of specified forest produce during movement by any mode of transport shall be accompanied by a transport permit of the concerned type;(b) the specified forest produce shall be transported only by the route specified in the permit and shall be produced for checking at such place or places as may be specified therein;(c) except with the permission in writing of the Divisional Forest Officer or an Officer authorised by him in this behalf, the specified forest produce shall not be transported at any time after sunset and before sun-rise;(d) the permit shall be valid for such period as may be specified therein;(e) the transport permit will be liable to be cancelled by an officer of and above the rank of the officer issuing such permit if there is reason to believe that it has been misused or is likely to be misused;(f) all transport permits after transporting specified forest produce or after the expiry of the period mentioned therein, whichever is earlier shall be returned within a fortnight to the nearest Forest Officer of or above the rank of Forest Ranger after obtaining acknowledgment.

6. Registration of growers of specified forest produce.

(1) Every grower of specified produce other than the State Government shall, if the quantity of specified forest produce grown by him is likely to exceed the quantity specified below get himself registered under Section 10.

Specified Forest Produce	Quantity	
1.	Kulu gum, Dhawara gum, Khair gum, Babool gum. salai resin(cheed gum)	One Kilogram
2.	Mahua	flowers Two quintals
3.	Mahua	seeds One quintal
4.	Harra	Two quintals

5.	Kacharia	Half quintal
6. [[Added by Notification No. F-31-I-75-III-I-X, dated 31-5-1975.]	Sal-seeds	Half quintal]

(2) An application for registration as grower of specified forest* produce shall be in Form D and be filed before the Range Officer within whose jurisdiction the grower's land on which specified forest produce plants grow, is situated. The Range Officer after due verification shall forward the application within 30 days of its receipt to the or the attached officer posted in the office of the Divisional Forest Officer and who has been authorised therefor by the Divisional Forest Officer who after making such enquiry as he may deem necessary may grant a certificate of registration in Form E or reject the application after recording reasons therefor. (3) The certificate of registration once issued shall be valid till the time it is cancelled or modified by the or the attached officer posted in the office of the Divisional Forest Officer and who has been authorised therefor by the Divisional Forest Officer for reasons to be recorded by him in writing or till the time the applicant is in possession of the land in respect of which the certificate of registration has been obtained, whichever is earlier. (4) If a certificate is lost or is mutilated, a certified copy of the same can be obtained from the or the attached officer posted in the office of the Divisional Forest Officer and who has been authorised therefor by the Divisional Forest Officer, on payment of rupee one. (5) Every registered grower of the specified forest produce shall obtain an account slip in Form F from the Range Officer concerned on 1st of January every year and the said account slip shall be produced at the depot while offering the specified forest produce for sale and the person authorised to purchase such specified forest produce of the grower shall make the entry of the quantity of the specified forest produce purchased by him in the said slip. (6) Every grower of specified forest produce holding a certificate of registration shall furnish an account of total quantity of specified forest produce collected by him and its disposal during the period specified in his certificate of registration on a date to be indicated therein, in the form prescribed by the officer granting such a certificate. In the event of failure to submit the above account by the prescribed date, the certificate of registration shall be liable for cancellation.

7. Procedure of enquiry about rejected specified forest produce.

(1) On receipt of a complaint under sub-section (2) of Section 9, the officer holding an enquiry shall as soon as possible, intimate the place, date and time fixed for holding the enquiry to the party or parties concerned. (2) On the date fixed or on any subsequent date to which the enquiry may be adjourned, such officer shall, after hearing the parties or their duly authorised representatives who may appear before him and making such further enquiry he may deem necessary, pass such orders in terms of sub-section (3) or (4) of Section 9, as he considers fit. (3) If the party or parties, as the case may be, do not appear either personally or through their duly authorised representatives, the enquiry officer shall take decision ex parte after making such enquiry as he may deem necessary: Provided that if the Enquiry Officer satisfied that the non-appearance of the party or parties was for sufficient cause, he may, after such further enquiry, as he may deem fit, pass suitable order in supersession of the ex parte order. (4) Any compensation ordered to be paid as a result of the enquiry or any collection charges so ordered to be paid under sub-section (4) of Section 9 shall be paid within one month from the communication of the orders to the party concerned.

8. Registration of Manufacturers, Traders and Consumers of specified forest produce.

(1) Every manufacturer who uses any specified forest produce as a raw material and every trader and consumer whose annual use, requirement or consumption as the case may be, exceeds the quantity given in the Schedule below, shall declare his stock of specified forest produce in Form G and get himself registered separately for each specified forest produce in the manner hereinafter provided after payment of an annual registration fee as specified in the following Schedule :-

of annual registration fee and quantity above which the registration will be necessary

Name of specified Forest Produce	Annual registration fee	Quantity for a Trader and Consumer	
	Manufacturer and Trader	Consumer	Trader Consumer
(1)	(2)	(3)	(4) (5)
1. Kulu gum	Rs. 100	Rs. 5	1 Kg. 1 Kg.
2. Dhawara glim	Rs. 50	Rs. 5	1 Kg. 5 Kg.
3. Salai resin (Cheed gum)	Rs. 50	Rs. 5	1 Kg. 5 Kg.
4. Khair gum Babul gum	Rs. 20	Rs. 5	1 Kg. 5 Kg.
5. Mahua flowers	Rs. 100	Rs. 5	1 Qtl. 20 Qtl.
6. Mahua seeds	Rs. 100	[xxx] [Omitted by Notification No. 1458-2088-X-3-71, dated 30-12-1971.]	1 Kg. [xxx] [Omitted by Notification No. 1458-2088-X-3-71, dated 30-12-1971.]
7. Harra and Kacharia	Rs. 50	Rs. 5	1 Kg. 5 Kg.
8. [Salseeds [Added by Notification No. F-31-I-75-III-I-X, dated 31-5-1975.]	Rs. 100	Rs. 5	1 Kg. 5 Kg.]

(2) An application for registration under Section 11, shall be in Form H and shall be filed before the Divisional Forest Officer within whose jurisdiction the manufacturer, trader and consumer of the specified forest produce resides, or his principal place of business is situated. If the manufacturer, trader or the consumer resides outside the State of Madhya Pradesh he may submit his application to any Divisional Forest Officer within the State of Madhya Pradesh. The annual registration fee shall be deposited in advance and copy of the evidence having deposited the amount shall be enclosed with the application for registration. The Divisional Forest Officer or an officer authorised by him in writing may, after making such enquiry as he deems necessary, grant a certificate of

registration in Form I or reject the application after recording reasons therefor.(3)The registration shall be valid for the calendar year for which the certificate of registration is issued.(4)Every registered manufacturer, trader and consumer of the specified forest produce shall maintain a register of accounts of specified forest produce and submit returns of these accounts to the Divisional Forest Officer in the forms as may be prescribed by such officer from time to time.(5)If a certificate is lost or is mutilated, a certified copy of the same can be obtained from the Divisional Forest Officer on payment of rupees five for each certificate.(6)The certificate of registration of the manufacturer, trader or consumer of the specified forest produce who has committed any breach of the Act, these rules or the conditions of any agreement re-entered into with the State Government as a result of which he has either been punished under Section 16 of the Act or his agreement has been terminated, shall be liable to be cancelled by the Divisional Forest Officer and the manufacturer, trader or consumer as the case may be, refused registration for a further period which may extend to 3 years :Provided that if the manufacturer, trader or consumer of the specified forest produce concerned is aggrieved by the above order, he may appeal to the Territorial Conservator of Forests within thirty days from the date of the order :Provided further that the Territorial Conservator of Forests may for sufficient reasons to be recorded in writing, admit an appeal after the expiry of the period specified in the preceding proviso.

9. Certificate of sale.

- The State Government or its officer or an agent who sells or delivers the specified forest produce to the purchaser shall grant to him a certificate of sale in Form J. Any person who claims to have purchased the specified forest-produce from the State Government under Section 12 shall on demand by a Police or Forest Officer produce such certificate of sale in support of his claim, failing which his claim shall not be accepted and such stock which he claims to have purchased from the State Government if not supported by a certificate of sale shall be deemed to be the property of the State Government and may be taken possession of by a Police or Forest officer :Provided that if such person produces within fifteen days of the taking possession of such forest produce by a Police or a Forest Officer before the Divisional Forest Officer an evidence to the satisfaction of the said Divisional Forest Officer in support of his having purchased such stock from the State Government the forest produce so taken possession of by the Police or Forest Officer shall be released by the Divisional Forest Officer.

10. Grant of licence for retail sale of specified forest produce.

(1)Any person who desires to engage himself in retail sale of a specified forest produce shall obtain a licence in the manner hereinafter provided.(2)An application for licence under Section 13 shall be in Form K to be obtained from the Office of the Divisional Forest Officer on payment of rupee one per form. Separate application shall be required for each specified forest produce.(3)The application shall be made before the Divisional Forest Officer or his Gazetted Assistant who may after such enquiry as he may deem fit either reject the application after recording in writing reasons therefor or direct the applicant to remit the annual licence fee prescribed under these rules.(4)The annual licence fee shall be on a sliding scale based on the quantity of the specified forest produce required to be traded in during the calendar year by the applicant as per Schedule below :-

Schedule 2

Mahua Flower	Mahua Seed	Harra/Kacharia	Kulu gum, Dhawara gum, Khair gum, Salai resin(cheed gum) Babool gum	[(Sal-seed [Added by Notification No. F-31-I-X, dated 31-5-1975.]	Annual licence fee in Rs.
(1)	(2)	(3)	(4)	(4-a)	(5)
(i) Upto 100 Quintals	50 Quintals	100 Quintals	50 Quintals	50 Quintals	5
(ii) Upto 500 Quintals	250 Quintals	500 Quintals	250 Quintals	250 Quintals	10
(iii) Upto 1000 Quintals	500 Quintals	1000 Quintals	500 Quintals	500 Quintals	50
(iv) More than 1000 Quintals	500 Quintals	1000 Quintals	500 Quintals	500 Quintals]	100

(5)The applicant shall remit the annual fee as directed by the Divisional Forest Officer or his Gazetted Assistant and produce the evidence of having deposited the amount within Seven days of such order.(6)On production of an evidence in respect of having deposited the amount of annual fee the Divisional Forest Officer or his Gazetted Assistant shall grant a licence in Form L. One licence may be granted for one or more specified forest produce.(7)Every licencee shall maintain a register of account of specified forest produce and shall submit to the Range Officer concerned returns of stock in such forms and on such dates as may be prescribed by the Conservator of Forests, Forest Produce, Madhya Pradesh, Bhopal.(8)If a licence is lost or is mutilated a certified copy of the same can be obtained from the Divisional Forest Officer or his Gazetted Assistant on payment of rupees five for each licence.(9)The license of the licensee of the specified forest produce, who has committed any breach of the Act, these rules or of the conditions of agreement if any entered with the State Government, as a result of which he has either been punished under Section 16 or his agreement has been terminated, shall be liable to be cancelled by the Divisional Forest Officer or his Gazetted Assistant and the person may be refused licence for a further period which may extend to 3 years :Provided that if the licensee of the specified forest produce concerned is aggrieved by the above order, he may appeal to the Divisional Forest Officer in case the license is cancelled by the Gazetted Assistant or to the Territorial Conservator of Forest in case the licence is cancelled by the Divisional Forest Officer, within thirty days from the date of such order :Provided further that such appellate authority may, for sufficient reasons to be recorded in writing admit an appeal after the expiry of the period specified in the preceding proviso.(10)The quantities of the specified forest produce required by a licence for retail sale shall be purchased by him from the Government, its authorised officer or agent.(11)The licensee shall sell the specified forest produce in retail to individual persons upto quantity as specified below :-

Specified Forest Produce	Quantity
(1)	(2)

- | | | |
|--|---|--|
| 1. | Kulugum | One hundred grams. |
| 2. | Dhawara gum,
Khair gum, Babool
gum, Salai resin
(cheed gum). | One Kilogram |
| 3. | Mahua flowers | Five kilograms for transportation within the limits
of Municipality or a Municipal Corporation.
Seventy five kilograms for transportation outside
the limits of Municipality or Municipal
Corporation. |
| 4. | Mahua seed | Five Kilograms. |
| 5. | Harra and Kacharia | Five Kilograms. |
| 6. [[Added by Notification
No. F-31-I-75-III-I-X,
dated 31-5-1975.] | Sal-seeds | Five Kilograms.] |

Form A[See Rule 3 (2)]Application For Appointment As Agent

- Applicant's name and his father's name in full (in case of firm,
1. give names of partners and of persons holding powers of attorney to act on behalf of the firm).
 2. Profession.
 3. Full address.
 4. Place or places of business.
 5. Previous experience, if any, in specified forest produce () and the area or areas of operation.
 6. The quantity of specified forest produce () collected and traded in during the last three years to be shown separately for each year for each area of operation and each specified forest produce ().
 7. Financial status with details of personal property annual payment of income-tax and any other relevant evidence regarding financial status.
 8. Unit for which agency is applied for.
 9. Name of specified forest produce for which agency is applied for.
 10. Evidence of payment of application fee of Rs. 10.
 11. Evidence of payment of advance security deposit of Rs. 500.
 12. Certificate of personal solvency or a surety in accordance with Rule 3 (6).

Declaration I/We..... hereby declare that I/We have read and understood all the provisions of the Madhya Pradesh Van Upaj (Vyapar Viniyaman) Adhiniyam, 1969 and the Rules thereunder and the conditions of Agency mentioned in the notice and, I/We agree to abide by the same. I/We have

personally inspected unit No..... if I/We am/are appointed as an Agent for the Unit mentioned above, I/We undertake to purchase from Growers and collect from Government lands, and deliver a quantity of..... on both counts, which shall not be less than as mentioned in the notice. I/We shall execute the agreement with the Government of Madhya Pradesh in the form prescribed under the Rules within 15 days from the date of issue of the order of appointment [and in case of default to do so my/our advance security deposit may be forfeited and the loss, if any, incurred by Government consequent upon cancellation of my appointment, may be recovered as arrears of land revenue and such loss shall be calculated in the manner prescribed under sub-rule (8) of Rule 3] [Added by Notification No. 2017-3079-X-3-I-74, dated 17-5-1975.].....Signature of applicant. Form B[See Rule 3 (8)]This agreement made this theday of.....between the Governor of Madhya Pradesh acting through the.....(hereinafter called the 'Governor', which expression shall include his successors, representatives and assigns) of the one part and Shri/Mcssers.....son of village Police Station District.....(hereinafter called the Agent' which expression shall include his heirs, successors representative and assigns] of the other part;Whereas trading in specified forest produce is regulated by the provisions of the Madhya Pradesh Van Upaj (Vyapar Viniyaman) Adhiniyam, 1969 (No. 9 of 1969), and the rules made thereunder;And whereas the Governor has to appoint agents for the purpose in the different units under Section 4 (1) of the said Act;And whereas the Governor has at the request of the Agent agree to appoint him as an Agent for Unit No in respect of the specified forest produce (.....) in.....Forest Division, on the terms and conditions hereinafter appearing;Now, these presents witness and the parties hereto hereby mutually agree as follows :-(1)The Governor hereby appoints Shri/M/s.....as his Agent for (he purposes mentioned herein in Unit No.....in respect of the specified forest produce in the Forest Division.....more fully described in Schedule A and shown in the map annexed hereto (hereinafter referred to as the Unit).(2)This agreement shall remain in force fromto.....unless earlier determined by the Governor in accordance with the terms and conditions of these presents.(3)The provisions of the Madhya Pradesh Van Upaj (Vyapar Viniyaman) Adhiniyam, 1969 (No. 9 of 1969), (hereinafter called the said Act) and of the Madhya Pradesh Van Upaj (Vyapar Viniyaman) Niyam, 1969 (hereinafter referred to as the said rules), shall form part and parcel of and shall be construed as if specifically incorporated in these presents.(4)The Agent shall be paid remuneration, for organising collection and delivery of the specified forest produce (.....), in full at the expiry of the agency period in instalments as detailed hereunder.

One or after (Date) After collection and delivery of quantity Amount payable

(1)

(2)

(3)

Provided that,-(i)the agent shall be entitled to an additional remuneration at the rate of Rs.....per.....of the specified forest produce () for such quantity of the specified forest produce () which is collected and delivered in excess of.....and(ii)the agent shall be liable for deduction from his remuneration of an amount calculated at the rate of Rs.....per..... of the specified forest produce (.....) failing short of.....(5)The Agent hereby Expressly Agrees with the Governor as follows :-(i)He shall, in all the transactions done by him in relation to the specified forest produce (.....), act for and on behalf of the

Governor. All costs and expenses which he is under these presents required to meet and incur on account of cleaning, storage, grading, processing, transport, packing and handling, as the case may be, shall not exceed the rates specified in Schedule B. The above costs and expenses including those required to be incurred under clauses (iv) and (v) below but other than those by way of reimbursement of penalty for negligence misconduct on his part, shall be met by him out of the initial imprest money placed at his disposal and the amounts (hereafter received by him in accordance with the terms of this Agreement and all the dispensations so made by him for and on behalf of the Governor shall be adjusted at the time of the periodical or final taking of accounts.(ii)He shall purchase from growers and/or collect from Government lands such quality and quantity of the specified forest produce (.....) as specified in Schedule C and if ordered by the Divisional Forest Officer in writing shall dry, clean, pack after grading and processing, transport and store them in storage godowns constructed or hired by him.(iii)The Agent shall carry out the operation of drying, cleaning, grading, processing, packing and storage in such manner that the said produce continue to be fit for consumption or use as raw material for manufacture or for trade as is specified in Schedule C. If there is a dispute as to the suitability of the said produce for the purpose of consumption or use as raw material for manufacture or for trade the matter shall be referred to the Divisional Forest Officer whose decision shall be final :Provided that the agent shall be liable for any loss suffered by the Government on account of rejection of the specified forest produce (.....), as unsuitable for consumption or use raw material for manufacture or for trade of such produce and the loss so suffered shall be recovered from the Agent out of the security deposit and shall also be recoverable as arrears of land revenue.(iv)The agent shall pay to the Growers such purchase price as may be fixed by Government under Section 7 of the Act, and specified in Schedule D.(v)He shall pay such collection charges to persons engaged for collecting the specified forest produce (.....), from the Government forest and other lands as may have been notified in the "Madhya Pradesh Rajpatra" and specified in Schedule E.(vi)He shall deliver such quantities of the specified forest produce (.....) to the purchaser appointed for the unit or to such person or persons as may be directed by the Divisional Forest Officer (.....) Division (hereinafter called the said Forest Officer), from time to time.(vii)The specified forest produce (.....) so purchased or collected shall be held by him for and on behalf of Government till they are delivered to the purchaser or to such person or persons as may be directed by the said Forest Officer.(viii)He shall open such collection depots and construct storage godowns at such centres within the Unit as may be directed by the said Forest Officer. Unless ordered by the Divisional Forest Officer in writing, or an officer authorized by him in writing, the agent shall not slacken or stop the work of purchase and collection in any of the depots subject to the conditions mentioned in clause 5 (ii).(ix)He shall transport the specified forest produce (.....) so purchased and collected to the nearest storage godown. Thereafter he shall not move it from such storage godown unless directed by the said Forest Officer subject to the conditions mentioned in Rule 5 of the said rules.(x)He shall prominently display at each collection depot, in the language of the locality, the rates of purchase and collection of the said forest produce as notified by the Government.(xi)He shall respect all rights lawfully vested in private persons relating to the appropriation of the specified forest produce () (xii)He shall maintain such registers and accounts in such forms as may, from time to time, be prescribed.(xiii)He shall submit to the said Forest Officer or to such other officers as may be authorised by the said Forest Officer such returns and at such intervals as may from time to time, be directed by the said Forest Officer.(xiv)He shall give all facilities to the said Forest Officer and any Officer authorised by the said Forest Officer, for

the inspection of his stock and accounts kept at any collection depot and storage godown.(xv)He shall be responsible for any damage that may be caused to the forest due to his negligence or default in the course of his operation in a Government forest. The compensation for such damage shall be assessed by the said Forest Officer and his decision thereon shall, subject to an appeal to the Territorial Conservator of Forest, be final, conclusive and binding on the parties :Provided that no compensation for damage shall be assessed without giving the agent a reasonable opportunity of being heard.(xvi)He shall, at all times, abide by and observe all rules, regulations and orders for the time being in force, made and issued under the Indian Forest Act, 1927. In the event of the Agent becoming aware of the breach by any person or persons whatsoever of any of the aforesaid rules, regulations and orders, he shall forthwith report the fact of such breach to the nearest Forest Officer and use his best endeavours to discover the whereabouts of the person or persons concerned in the commission of such breach and render all reasonable assistance, if required, in arresting such person or persons and in procuring his or their conviction by the proper authorities.(xvii)He hereby binds himself to perform all acts and duties required to be done by him and to abstain from doing or performing any act forbidden by or under the said Act, the said Rules and to pledge as security for the due performance and observance by him of the terms and conditions of this agreement the sum of Rs.....(Rupees.....) specified in sub-rule (9) of Rule 3 of the said rules and deposited in favour of the said Forest Officer. The Agent further agrees to pay to the Governor a sum of Rs. 500 for every commission by himself or for every act by himself or by persons employed by him which may be in contravention of the said Act, the said rules or this agreement.(xviii)If he fails to purchase, collect, and/or deliver the quantity of the specified forest produce (.....), as provided in sub-clause (ii) of clause 5 above he shall be deemed to have committed breach of his obligations as an agent and shall be liable to pay compensation at the rate of Rs.....per.....(xix)After the delivery of any lot or lots of the specified forest produce (.....) the agent shall submit the account of money entrusted to him by the Governor to meet the purpose and collection charges and all other expenses incurred by him on behalf of the Governor and his remuneration and he shall be paid the balance if any due, to him in the manner prescribed by rules. In so doing the said Forest Officer may, after giving the Agent, a reasonable opportunity of being heard deduct such amount or amounts as may be found due to the Governor on account of any penalty, reimbursement or any other costs or charges recoverable or likely to be recoverable from the Agent in terms of this agreement.(xx)Any amount which the Government is required to pay as compensation to the Grower of the said specified forest produce under Section 9 of the Act on account of improper rejection of the said specified forest produce by the Agent may be recovered from the Agent.(6)The Agent further agrees that he shall be responsible for the safe custody and storage of the specified forest produce (.....) while under his control and shall also take necessary1 precautions against fire and theft and otherwise deterioration of the stock of the specified forest produce (.....) held by him till and on the date of determination of this agreement either by efflux of time or otherwise.(7)If the agent commits a breach of any of the conditions of this agreement and it is not proposed to terminate the agreement on account of any such breach, the said Forest Officer may impose a penalty not exceeding rupees five hundred for each breach. If the amount of penalty exceeds rupees two hundred an appeal against this order shall lie to the Territorial Conservator of Forest whose decision shall be final and binding on the parties.(8)If the agent commits default in complying with any of the provisions of this agreement then without prejudice to any other rights and remedies the Governor may. at its option, terminate the

agreement. On termination of this agreement. Governor shall be entitled, -(a) to forfeit the Security deposit mentioned under clause (5) (xvii) above, (b) to recover as arrears of land revenue all amounts of penalty, compensation, reimbursement, cost dues charges recoverable or likely to be recoverable from the agent in terms of this agreement, and (c) black list the agent for a period not exceeding three years. (9) Any amount recoverable from the agent under this agreement shall be recoverable from him as arrears of land revenue.

A

B

C

D

E

In witness whereof the parties hereto have put their hands and seal the day and year first above written.....Signature of and on behalf of the Governor of Madhya Pradesh. In the presence of Witnesses-

1.

2.

Signature of agent. Form C [See Rule 4 (2)] Form Of Application For Grant Of Transport Permit

- (a) Name of the applicant
- (b) Quantity of the specified forest produce () purchased
- (c) Division and Unit in which the specified forest
produce (.....) has been purchased.
- Place or places where the specified forest
- (d) produce (.....) is stored. If at more than one place
specify the quantity at each place.
- (e) Type of permit required.
- (f) Quantity for which permit is required.
- (g) Period for which the permit is required to be valid.

- Destination from and to which the specified forest
- (h) produce(.....) is to be
transported from.....to.....
- (i) Mode of transport.
- (j) Routes by which the specified forest produce () is to
be transported.
- (k) Places where the specified forest produce
(.....) will be presented for checking.
- (l) Place or places, where transported specified forest
produce(.....) will be stored.

Certificate (s) of sale is/are herewith

enclosed. Place.....Date.....Signature of the applicant. Form P. 1

(Main)[See Rule 5 (1)(i)] Book No. Page No.....(Original/copy) Transport Permit

(Main)(From collection depot to storage godown) Shri/M/s.....Purchaser of Unit No.....in

respect of of Divisionhas paid Rs. being the full/part purchase price of quintals

of.....in accordance with clause of the agreement. He is accordingly permitted to

transport quintals of..... from(Collection depot)

to.....(storage godown).(2) The permit is valid up to.....the above...shall be

transported by the following routes :-

1.

.....

2.

.....

3.

.....

4.

.....and shall be presented for checking and examination at the following places :-

2.

.....

3.

.....

4.

.....(3)Details of Transport Permit 1. (Subsidiary) allowed to be used :-Book
No.....Page from..... to.....Valid for issue up
to.....Divisional Forest OfficerForm P. 2[See Rule 5 (1)(ii)]Book
No.....Page No.....(Original/copy)Transport Permit 2(For transport outside the
State)

**1. Shri/M/s..... purchaser of Unit No.....in respect.....of
Division.....is permitted to transport.....quintals packed in
packages from toby road and thence
to.....to.....by train.**

**2. Name and address of the consignee..... outside Madhya
Pradesh.**

3. The permit is valid up to.....

Place.....Dated.....Divisional Forest Officer.....DivisionSealForm P. 3[See Rule
5 (1)(iii)]Book No.....Page No.....Transport Permit 3(From collection centre storage
godown to any place within the State)

1. Name of the purchaser.....

2. Unit No..... in respect of.....Division.

3. Item of Minor Forest Produce.....

**4. Reference to Divisional Forest Officer's/Forest Officer's authority No.
.....date.....**

5. Quantity and period for which authority under 3 above is issued.

..... Quintals KgActual packagesupto.....

6. Quantity covered under the above authority already transported.

..... Quintals KgActual packages

7. Quantity now being transported under this permit (Give serial number of packages and quantity in each).

..... Quintals KgActual packages

8. From.....to.....(place)

9. Purpose of transport.....

10. Route of transport.....

11. Place or places for checking.....

12. Permit is valid up to.....

Note. - Unless otherwise authorised by Divisional Forest Officer in writing, the period shall not exceed 48 hours.Place.....

.....
Date.....hour..... Signature of issuing Officer,Checked

.....Signature of Checking Officerwith the date & designation.Form 'D'[See Rule 6 (2)]Application for Registration of Grower of forest produce under Section 19 for the specified forest produce (.....)(a)Name, Father's name and address of the applicant.(b)Location, area and survey number of the plots on which the specified forest produce () is grown.(c)Particulars regarding ownership of the land.(d)Number of trees of.....existing in each plot.(e)Whether he is growing the specified forest produce (.....) as a commercial crop.(f)Estimated production of the specified forest produce (.....)

1. 19.....

2. 19.....

3. 19.....

(g)What quantity was collected during the past three years. Production with respect to each year should be stated?(h)To whom the specified forest produce (.....) was sold during the year.....and.....(the last two years) and for what amount?(i)Place or places, where the specified forest produce (.....) will be stored, temporarily till delivery.Date.....Place.....(Signature of the Applicant)Form

'E'[See Rule 6 (2)]Book No.....Page No..... (in two foils)Certificate of Registration of Growers of forest produceThis is to certify that Shri.....son of.....of village.....Police Station.....District.....falling in Unit No..... in respect of the specified forest produce (.....) of Division.....has been registered on as a Grower of the specified forest produce (.....) as required under Section 10 of the Madhya Pradesh Van Upaj (Vyapar Viniyaman) Adhiniyam, 1969, Estimated annual production of the specified forest produce () fit for consumption or use as raw material for manufacture or for trade in his holding as shown below is.....The places of storage would be.....The grower shall maintain an account of the specified forest produce collected and disposed off by him during the period.....to and shall furnish the same to this office on every year.Details of holding

1.

2.

3.

Seal.....Signature of Sub-Divisional Forest Officer Attached
Officer..... Division.Form 'F'[See sub-rule 5 of Rule 6 (In three foils)]Account slip of the Registered grower of forest produce

1. For the year.....

2. Name and address

3. Registration No.....

4. Falling in unit No.....

5. Registered for.....

(Name and quantity of the specified forest produce).Seal.....Divisional Forest Officer..... Division

Date	Quantity purchased	Rate	Amount paid	Signature of the agent or officer of the Government authorised to purchase the specified forest produce.
(1)	(2)	(3)	(4)	(5)

Form 'G'[See Rule 8 (1)]Declaration by Manufacturer/Trader/Consumer of the Specified Forest Produce (.....)I/We hereby declare that I am/We are a bona fide Manufacturer./Trader/Consumer of the specified forest produce (.....) carrying on business in

the District of.....in the State of.....the details of my business are as under :-

1. Name of the person or the Firm or Company in the name of which business is carried out.

2. Registration No. of the Firm or Company.

3. Name of centres of business having either office or godown.

1.

.....

2.

.....

3.

.....

4. Present stock of the specified forest produce (.....) in each of the godown at the time of furnishing declaration :-

Name of storage centre	Quantity
------------------------	----------

1.
---------	-------

2.
---------	-------

3.
---------	-------

5. Trade for which the specified-forest produce (.....) is being used as raw material or how it is consumed.

6. Quantity of finished product manufactured annually in which the specified forest produce (.....) was used as raw material during previous two years and the quantity of the specified forest produce (.....) consumed.

Year	Quantity of finished product	Quantity of the specified forest produce (.....) used.
------	------------------------------	--

(1)(2)

7. Estimated quantity of finished product and requirement of the specified forest produce (.....) for the same during ensuing year.

(a) Estimated finished produce (.....) (b) Estimated requirement (quantity) of specified forest produce (.....)

8. Quantity of the specified forest produce (.....) exported annually during the previous two years.

Year	Place of Export	To whom exported or sold	Quantity
(1)	(2)	(3)	(4)
1.	1.		
	2.		
	3.		
2.	1.		
	2.		
	3.		

9. Estimated export during the ensuing year.....(Quantity).

I further declare that I have read and have understood the provisions of the Madhya Pradesh Van Upaj (Vyapar Viniyaman) Adhiniyam, 1969 and the rules made thereunder. All the details given above are correct to the best of my knowledge and I shall be able to produce evidence in their proof.....Signature of the Manufacturer/Trader/ConsumerPlace.....Date of furnishing declaration.....Presented in duplicate on (date) to the (Officer)..... a (place).....Signature of the Manufacturer/Trader/ConsumerCopy forwarded to the Conservator of Forests, Forest Produce, Madhya Pradesh, Bhopal for information.....Divisional Forest Officer..... Division. Form H[See Rule 8 (2)]Application for Registration of Manufacturer/Trader/Consumer for the specified forest produce (.....) under Section 11.

1. Name, Father's Name and address of the applicant. If it is a registered firm or company, name of the firm or company, registration number, year of registration, the name and address of person holding a power of attorney. A copy of power of attorney be enclosed.

2. Place or places of business location of the head quarters or head office village or town, tahsil, police station and district.

3. Particulars of trade in the specified forest produce (.....) (Quantity).

(a)Average quantity used as raw material annually.and/orAverage quantity of the specified forest produce (.....)annually exported outside the State during the last three years as also the quantity of the specified forest produce (.....), exported each year during the last three years.

19.

19.

19.

Average.....(b)Trade mark if any, in case of manufacturer and the name or names of places where the specified forest produce (.....) is exported in case of Trader.(c)Estimated annual requirement of the specified forest produce (.....) for purposes of :-(i)use as raw material for manufacture or trade.(ii)Export.(d)Name or names of places of godowns where applicant's stock of the specified forest produce (.....) is stored.(e)Manner in which the required stock is obtained.(f)Central Excise Registration No.....if any.

4. Since when the applicant is.....

(i)Manufacturer,(ii)Trader,(iii)Consumer.

5. Name and address of two persons of status to whom reference could be made for verification of details of the application.

(1)(2)

6. Quantity of the specified forest produce (.....) for which registration is required.

7. Year for which registration is required.

8. Whether the applicant was previously registered and, if so, in what year and in which division, and for what quantity of the specified forest produce (.....).

9. Any other information the applicant desires to give as an evidence that he is a bona fide Manufacturer/Trader/Consumer of the specified forest produce (.....)

10. Evidence of payment of registration fee of Rs.....

Place.....

Date..... Signature of (he Applicant

Form I[See Rule 8 (2)]Book No.....(in three foils) Page No.....Certificate of
Registration as Manufacturer/Trader/Consumer of the specified forest produce (.....)This is to
certify that Shri/M/s son of M/s..... of Police Station
Tahsil..... District has been registered for the year as
Manufacturer/Trader/Consumer of the specified forest produce (.....) as required under
Section 11 of the Madhya Pradesh Van Upaj (Vyapar Viniyaman) Adhiniyam, 1969, and the rules
made thereunder.Estimated quantity of the specified forest produce (.....), handled annually
for Manufacture/Trade/Consumption is about.....stored at the following places :-

1.

.....

2.

.....

3.

.....

4.

.....

5.

.....Signature of the Divisional Forest Officer.....
Divisional.Dated(Seal of Office)Copy is forwarded to Conservator of Forests, Forest Produce,
Bhopal, M.P. for information.....Divisional Forest Officer
..... Division.Form 'J'[See Rule 9]Book No.....Page
No.Certificate of Sale

1. Name of the purchaser
2. Name of the Sale Depot and Unit
3. Quantity sold/delivered
4. Date of Sale/Delivery

Place.....Dated.....Signature of the Government Officer/Agentor his
Authorised representative. Form 'K'[See Rule 10 (2)] Application for grant of licence of the specified
forest produce (.....)

- Applicant's name and his father's name. In case of a firm, give
name of the firm, alongwith names of partners and
1. personsholding power of attorney to act on behalf of the firm
copy of which to be enclosed.
2. Full address.
3. Profession.
4. Place and places of business.
5. Name of the specified forest produce for which licence
is applied for.
6. Quantity of the specified forest produce for which licence
is applied for.
7. Expected annual requirement.
8. Financial status with details of personal property.
9. Previous experience in the trade of the said specified
forest produce with the areas operated (if any)
10. Place for which licence is applied for.
11. Evidence of payment of application form.
12. Evidence of payment of Annual licence fee (challan etc.,
in original to be enclosed).

.....Signature of Applicant Declaration I/We have read and understood all the
provisions of the Madhya Pradesh Van Upaj (Vyapar Viniyaman) Adhiniyam, 1969 and the rules
made thereunder. In case of breach of the provisions of the Act, or the rules I/We may be penalised
in the manner prescribed. The information given above is correct to the best of my knowledge and
behalf.....Signature of Applicant Form 'L'[See Rule 10 (6)] Licence for retail Sale of the
specified forest produce. (In accordance with Section 13 of the Madhya Pradesh Van Upaj (Vyapar
Viniyaman) Adhiniyam, 1969 read with Rule 10 of the Madhya Pradesh Van Upaj (Vyapar
Viniyaman) Niyam, 1969).

1. Licence No.
2. Valid for (Period)
3. Name of licensee with full address
4. Place or places where retail sale is
permitted. 1.....2.....3.....
5. Names of the specified forest produce for
which the licence for retail sale is granted. 1.....2.....3.....
6. Quantity of each specified forest produce
which may be traded for retail sale during
the year. 1.....2.....3.....

Note. - This licence shall be liable for cancellation at the instance of any breach of the provisions of the above mentioned Act and the Rules or this licence. Issued under my hand and seal. Seal.....Gazetted Assistant/Divisional Forest Officer.....Division.