

The Orissa Forest Produce (Control of Trade) Rules, 1983

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Rule

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The Orissa Forest Produce (Control of Trade) Rules, 1983Published vide Notification Orissa Gazette Extraordinary No. 439 Dated 16-4-1983 Notification S.R.O. No. 208/83 dated 8.4.1983S.R.O. No. 208/83. - Whereas the draft of the Orissa Forest Produce (Control of Trade) Rules, 1983 was published as required by Sub-section (1) of Section 21 of the Orissa Forest Produce (Control of Trade) Act, 1981 (Orissa Act 22 of 1981), in the extraordinary issue of Orissa Gazette No. 63 dated the 18th January, 1983 and S.O. No. 64/83 under the notification of the Government of Orissa in the Forest, Fisheries and Animal Husbandry Department No. 1371-F.F.A.H., dated the 14th January, 1983, inviting objections and suggestions from all persons, likely to be affected thereby, after the expiry of a period of fifteen days from the date of publication of the said notification in the Official Gazette.And whereas the objections received with respect to the said draft have been duly considered by State Government.Now, therefore, in exercise of the powers conferred by Section 21 of the said Act, the State Government do hereby make the following Rules, namely :

1. Short Title and Commencement.

(1)These rules may be called the Orissa Forest Produce (Control of Trade) Rules, 1983.(2)They shall be come into force on the date of their publication in the Official Gazette.

2. Definitions.

(1)In these rules, unless the context otherwise requires-(a)Act means the Orissa Forest Produce (Control of Trade) Act, 1981;(b)Conservator means the Conservator of Forests in charge of a territorial circle;(c)Divisional Forest Officer means the Forest Officer in charge of a territorial forest division ;(d)Form means a form appended to these rules;(e)Government means the State

Government of Orissa;(f)Government Undertaking means a Company registered under the Indian Companies Act, 1956 in which the State Government hold not less than eighty per cent of paid up shares;(g)Prescribed authority for the purpose of Sub-section (4) of Section 5 shall be the Divisional Forest Officer having jurisdiction over the area to which the application relates;(h)Purchaser means a person or party to whom specified forest produce has been sold or otherwise disposed of in such manner as the State Government may direct under Section 12;(i)Section means a section of the Act;(j)Transport permit means a permit issued under Clause (c) of Sub section (2) of Section 5 for transport of any specified forest produce.(2)The words and expressions used but not defined in these rules shall have the same meaning respectively assigned to them in the Act.

3. Appointment of Agent.

(1)To appoint agent or agents for any unit for all or any specified forest produce under Sub-section (1) of Section 4, the Government shall publish in the Official Gazette and in such other manner as it may think fit, a notice inviting application for such appointment, indicating the terms and conditions of the agency.(2)The application for agency shall be in Form "A" which may be obtained from the Divisional Forest Officer concerned or from any other Divisional Forest Officer on payment of two rupees for each form.(3)A non-refundable fee of ten rupees shall be paid for each application for agency. The amount shall be payable in the form of a receipted Treasury Challan showing deposit under the Head "882-Forest Remittance" or Bank Draft deposited or drawn, as the case may be, in favour of the Divisional Forest Officer in whose jurisdiction the unit is situated. A separate application with a separate fee shall be required for each unit of the 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 notice, published under Sub-rule (1).(ii)No person shall be allowed to apply on behalf of another person or a firm unless he encloses a copy with the 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 Grama Panchayat or Co-operative Society may submit the application enclosing a duly certified copy of the resolution passed in this respect :Provided that no such certified copy of any resolution shall be required in the case of the Orissa Tribal Development Co-operative Corporation, the Orissa Forest Corporation Ltd. or any other Government undertaking.(5)(i)Every application shall also be accompanied by a receipted Treasury Challan in support of cash deposit of five hundred rupees credited under the Head "882-Forest Remittance" in favour of the Divisional Forest Officer concerned as advance Security Deposit Challan for making such deposit may be obtained from any Divisional Forest Officer.(ii)In addition to the advance Security Deposit mentioned above, the applicant shall also furnish and enclose a certificate of personal solvency of the security bond or an independent surety holding such certificate to the extent of the amount specified in the notice under Sub-rule (1) :Provided that the Government may, by a general or special order, exempt a Grama Panchayat, a Co-operative Society, the Orissa State Tribal Development Co-operative Corporation, the Orissa Forest Corporation Ltd, or any other Government Undertaking from the provisions of this clause.(6)(i)In making selection of agents, preference shall be given to Grama Panchayats, Co-operative Societies, Orissa Tribal Development Cooperative Corporation and Government Undertakings.(ii)The 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 of Sub-rule (8), be adjusted against the Security Deposit required under Sub-rule (9). (7) Notwithstanding anything contained in these rules where the Government is of the opinion that it is expedient and necessary to do so it may, for reasons to be recorded in writing therefore, appoint a Cooperative Society, a Grama Panchayat, the Orissa State Tribal Development Co-operative Corporation, the Orissa Forest Corporation Ltd. or any other Government Undertaking as agent or agents for one or more unit of each specified forest produce, and in such case it shall not be necessary to invite applications under Sub-rule (1) of Rule 3. (8) (i) On appointment as an agent, the person or Grama Panchayat or Co-operative Society including the Orissa State Tribal Development Cooperative Corporation, the Orissa Forest Corporation Ltd or any other Government Undertaking so appointed shall execute an 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, the agent shall be liable to pay the loss, if any, incurred by the Government as a result of cancellation of the appointment. The loss will be a sum to be calculated as under- $A = B \times R$, Where 'A' is the loss to Government 'B' is the difference of the quantity of the specified forest produce notified for the unit and the total quantity which is collected and delivered, and 'R' is the 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. Explanation - 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 the quantity and all expenses per unit of quantity incurred by the Government till it is delivered to the purchaser. (ii) The loss as calculated in the manner provided under Clause (i) shall be recoverable from out of the advance Security Deposit and in case of deficit the balance would be recovered as an arrear of land revenue under the provisions of the Orissa Public Demands Recovery Act, 1962. (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, 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 conditions as if such amount is deposited by the agent himself. (ii) This Security Deposit shall be in shape of "Forest Deposit" in the name of the concerned Divisional Forest Officer either in cash or in the shape of Post Office Cash Certificates or National Savings Certificate duly pledged to the Divisional Forest Officer concerned. (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, loss and any other dues which may be recoverable under the provisions 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 of 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 fifteen days from the date of the Divisional Forest Officer's notice to that effect, be

recoverable as a Public Demand under the provisions of the Orissa Public Demands Recovery Act, 1962.(v)The Security Deposit or the balance, as the case may be, shall be refunded to the agent or 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 :Provided that no such certificate shall be necessary in case of the Orissa Tribal Development Co-operative Corporation, Orissa Forest Corporation Ltd. or any other Government Undertaking.(10)(i)Unless otherwise directed by the Divisional Forest Officer the agent shall purchase the specified forest produce from persons mentioned in Sub-clause (i) of Clause (d) of Section 2 and collect specified forest produce from Government land at the depot of 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 materials 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 of specified forest produce within the unit in accordance with a 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 quality till the time, the entire stock in his custody is delivered to an Officer or a person as may be directed and the manner prescribed in the agreement. The agent shall be responsible for any shortage in quantity or deterioration of quality during his custody and loss suffered by the Government on this account and assessed by it shall be made good by the agent.(12)The agent shall purchase specified forest produce from the growers of forest produce other than the Government against cash payment at the rates notified by the Government for such purchase and shall pay to the persons who have collected the specified forest produce from the Government forests and lands in cash immediately on receipt of the forest produce, as collection charges at rates determined by the 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 directed by the Divisional Forest Officer.(14)Nothing in the foregoing rule shall be construed to confer on the agent an exclusive right to purchase or collect specified forest produce in the unit for which he is appointed as agent and in case of negligence of the agent in purchase or collection of specified forest produce or breach of condition of the agency agreement, the State Government, without taking recourse to cancellation of the agreement, shall have the right to purchase and collect specified forest produce in the unit by themselves or by an officer authorised by them in writing in that behalf and the agent shall have no right to question the action of the State Government. But the agents' liability in the matter of quantity to be collected shall be reduced proportionately to the extent of collection made by Government or the officer authorised by them.(15)The agent shall not appoint any person whose engagement is objected to by the Divisional Forest Officer and for this purpose, agent shall furnish immediately, on appointment, a list of his employees to the Divisional Forest Officer.(16)The agent

shall provide an identity card or other device approved by the Divisional Forest Officer, to all persons employed by him whereby they may be readily identified.

4. Transport of Specified Forest Produce for bona fide use or for Consumption.

(1) Any person may, under Clause (b) of Sub-section (2) of Section 5 transport individually the specified forest produce up to the quantity as mentioned in the Table 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 :Table

| Specified Forest Produce (1) | Quantity (2) |
|--|--|
| (i) Dhaura Gum, Khair Gum, Babul Gum, Sal Resin, Salai Resin | One kilogram |
| (ii) Mohua flowers | Five kilograms for transportation within the limits of a Municipality or Notified Area and seventy-five kilograms for transportation outside the limits of a Municipality or Notified Area |
| (iii) Mohua Seeds | Five kilograms |
| (iv) Myrabolans | Five kilograms |
| (v) Sal Seeds | Five kilograms |
| (vi) Tamarind | One quintal |

(2) Any person having any right 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 up to the quantity specified under 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 types specified in column (1) of the table given below, which shall be issued by the authorities mentioned against each in column (2) thereof-Table

| Types of Transport Permit (1) | Authority to issue the permit (2) |
|---|--|
| (i) For transport from collection depot to storage godown (Form P. 1) | Divisional Forest Officer or an Officer or employee of the agent duly authorised |
| (ii) For transport outside State (Form P. 2) | [Divisional Forest Officer or an officer not below the rank of a Forest Ranger duly authorised by him in writing] [Substituted |

by O.G E. No. 1550, D/18.11.1985, Notification No SRO No. 726/85 dated 4.10.1985.]

For transport otherwise than (iii) those mentioned in Items (i) and(ii) and within the State Divisional Forest Officer or an Officer not below the rank of a Forest Ranger duly authorized by him in writing for such quantity and for such period as may be specified by him. [Provided that for issue of permit for removal of bamboo from Depots of Orissa Forest Development Corporation Limited, the Divisional Forest Officer may also authorise the Sub-divisional Managers/Matriculate Supervisors of Orissa Forest Development Corporation Limited duly nominated by the concerned Divisional Managers.] [Substituted by O.G.E. No. 1009, dated 13.6.1984, Notification No. SRO No. 639/84-dated 13.6.1984.] Provided [further] [Inserted by O.G.E. No. 352, D/17.3.2006. Notification SRO No. 3786/2005 dated 3.3.2006 and O. G. E. No. 838/17.6.06.] that the Divisional Forest Officer, if he has reason to believe that an officer or employee so 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 types shall be made in Form 'C' to be obtained from the office of the Divisional Forest Officer on payment of one rupee per each Form 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 authorised 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, namely :(a)Each consignment of specified forest produce during movement by any mode of transport shall be accompanied by a transport permit of the concerned types;(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)[* * *] [Deleted by S.R.O.No. 689/84, O.G.E.No. 1009-dated 13.6.1984.](d)the permit shall be valid for such period as may be specified therein;(e)[the transport permit may be cancelled by the officer issuing the same or by an officer superior to him in rank if there is reason to believe that the permit has been misused or if likely to be misused;] [Substituted by S.R.O.No. 689/84, O.G.E.No. 1009-dated 13.6.1984.](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 acknowledgement.

6. Registration of Growers of Specified Forest Produce.

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

| Specified Forest Produce | Quantity |
|---|--------------|
| 1 | 2 |
| 1. Dhaura Gum, Khair Gum, Babul Gum, Sal Resin, Salai Resin | One Kilogram |

| | |
|------------------|----------------|
| 2. Mahua Flowers | Two quintals |
| 3. Mahua Seeds | One quintal |
| 4. Myrabolans | Two quintals |
| 5. Sal Seed | Five Kilograms |
| 6. Tamarind | Two quintals |

(2)An application for registration grower of specified forest produce shall be in Form ID' to be obtained from the office of the Divisional Forest Officer on payment of one rupee for each form, and to 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 thirty days of its receipt to the attached Officer posted in the office of the Forest Officer who has been authorised therefor by the Divisional Forest Officer who, after making such enquiry as 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 it is cancelled or modified for reasons to be recorded in writing by the authority who issued the same or till 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 Officer who issued the Original Permit, on payment of one rupee.(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 the 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 representative who may appear before him and making such further enquiry he may deem necessary, pass such orders in terms of Subsection (3) or (4) of Section 9, as he considers fit.(3)If the party or parties, as the case may be, fails/fail to appear either personally or through his/their duly authorised representative(s), the enquiry officers shall take decision ex parte, after making such enquiry as he may deem necessary :Provided that if the enquiry officer is 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 on Manufactures, Traders and Consumers of Specified Forest Produce.

(1) Every manufacturer [whose factory is situated in the State of Orissa and] [Inserted by S.R.O. No. 689/84 Gazette No. 1009-dated 13.6.1984.] who use any specified forest produce as a raw material and every trader and consumer whose principal place of business is situated in Orissa and whose annual use. requirement of 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 set himself registered separately for each specified forest produce in the manner hereinafter provided after payment of an annual registration fee as specified in the said schedule-

Schedule

of Annual Registration fee and quantity above which the Registration shall be necessary

| Manufacturer and Trader | Name of specified Forest produce | Annual Registration fee | | Quantity for a Trader and Consumer | |
|-------------------------|----------------------------------|-------------------------|----------|------------------------------------|----------|
| | Consumer | Trader | Consumer | | |
| | (1) | (2) | (3) | (4) | (5) |
| | Dhaura Gum | | | 1 Kg. | 1 Kg. |
| | Khair Gum | | | 1 Kg. | 5 Kg. |
| | and Babul Gum | | | 1 Kg. | 5 Kg. |
| 1. | Salai Resin and Sal | Rs.50 | Rs.55 | Quintal | Quintals |
| 2. | seed | 50 | 55 | 1 Kg. | 5 Kg. |
| 3. | Mahua flowers | 0100 | 55 | 1 Kg. | 20 Kgs. |
| 4. | Mahua seeds | 050 | 55 | 1 Kg. | 20 Kgs. |
| 5. | Myrabolans | 0100 | 55 | 1 Kg. | 20 Kgs. |
| 6. | Tamarind | 050 | 55 | 1 Kg. | 20 Kgs. |
| 7. | | | | 1 Kg. | 20 Kgs. |

(2) An application for registration under Section 11 shall be in Form 'H' and shall be filed before the Divisional Forest Officer in whose jurisdiction the manufacturer, trader and consumer of the specified forest produce resides or his principal place of business is situated [* * *] [Deleted by S.R.O. No. 689/84-O.G.E. No. 1009-dated 13.6.1984.]. The annual registration fee shall be deposited in advance and copy of the evidence of 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 1 or effect 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 covered by Sub-rule (1) shall maintain a register of accounts of specified forest produce and shall submit quarterly, return of these accounts to the Divisional Forest Officer in Form 'M'.] [Substituted by S.R.O. No. 689/84-O.G.E. No. 1009-dated 13.6.1984.] (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 five rupees 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 of the conditions of any agreement entered into with the 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 and the manufacturer, trader or consumer, as the case may be, shall be refused registration for a further period which may extend to three 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 Conservator within thirty days from the date of the order:Provided further that the Conservator may for sufficient reasons to be recorded in writing, admit an appeal after the expiry of the period specified in the preceding provision and the order passed by the Conservator in such appeal shall be final and binding.(7)[(a) A manufacturer or an industrial consumer who has, in pursuance of any agreement with the Government, established a plant in Orissa for the purpose of use of any specified forest produce as raw material in the plant, in addition to the registration as required under Sub-rule (1) shall apply to the Chief Conservator of Forests on or before the 31st March of every year stating the quantity of specified forest produce required to be purchased by him for the purpose of such use. Every such application shall be accompanied by a Bank draft for the sum calculated at the rate of twenty-five rupees for every Metric Ton of specified forest produce payable to the Chief Conservator of Forests, as earnest money. The Chief Conservator of Forests shall issue appropriate allotment orders for the sale of such quantity of specified forest produce as may be determined by him :Provided that the manufacturers or industrial consumers who have already submitted their intimations on or before 31st March, 1984 shall have to submit fresh applications accompanied by necessary Bank draft towards the earnest money as provided in this clause on or before the 20th June, 1984.(b)Every applicant under Clause (a) shall give an undertaking in the application that he is agreeable to purchase the specified forest produce at such rate as may be determined by the Chief Conservator of Forests on "as is where is" basis and any application not containing this undertaking shall be liable to be rejected.(c)In determining the price to be paid by a manufacturer or an industrial consumer, the Chief Conservator of Forests shall ensure that the price fixed by him is not below the prevailing market price. The price so determined by the Chief Conservator of Forests shall be final for all purposes.(d)The Chief Conservator of Forests shall determine the quantity to be sold, keeping in view the installed capacity, the requirement of the specified forest produce as recommended by the Industries Department at the time of installation, if any, the total quantity of specified forest produce likely to be collected during the year and the performance of the manufacturer or industrial consumer in the matter of compliance of the allotment order during the previous year.(e)The allotment order issued by the Chief Conservator of Forests under Clause (a) shall inter alia require the manufacturer or industrial consumer to deposit within ten days of the receipt of such order, a sum equivalent to ten per cent of the value of the allotted specified forest produce as security and to execute the agreement for the purpose. The earnest money deposited earlier shall be adjusted towards the security so required to be deposited. The allotment order shall further provide that the allottee shall lift the specified forest produce on "as is where is" basis and no dispute shall be entertained in regard to the quality of such produce.(f)In case the allottee fails to execute the agreement or to lift the stock of specified forest produce within the time specified the security deposited shall be liable to be forfeited by the Chief Conservator of Forests in addition to remedies

available.]Explanation - The decision of the Chief Conservator of Forests as to what is the prevailing market price at any point of time shall be final.

9. Certificate of Sale.

- The Government or its officer or an agent who sells or delivers the specified forest produce to the purchaser shall grant him a certificate of sale in Form 'J'. Any person who claims to have purchased the specified forest produce from the 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 Government if not supported by a certificate of sale shall be deemed to be the property of the 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 of possession of such forest produce by a Police or a Forest Officer before the Divisional Forest Officer any evidence to the satisfaction of the said Divisional Forest Officer in support of his having purchased such stock from the 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 specified forest produce shall obtain a licence in the manner herein after 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 one rupee perform. Separate application shall be required for each specified forest produce.(3)The application shall be made before the Divisional Forest Officer or any Gazetted Officer authorised by him in that behalf 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 during the calendar year by the applicant as per schedule below:

Schedule 3

| Mahua Flower (In Qtls.) | Mahua Seeds (In Qtls.) | Myrabolans (In Qtls.) | Dhawara Gum, Khair Gum, Salai resin Babool Gum,Sal resin and Tamarind (In Qtls.) | Annual licence fee (In Rupees) |
|----------------------------|------------------------------|--------------------------|--|--------------------------------------|
| (1) | (2) | (3) | (4) | (5) |
| (i) Up to 100 | 50 | 100 | 50 | 5 |
| (ii) Up to 500 | 250 | 500 | 250 | 10 |
| (iii) Up to 1,000 | 500 | 1,000 | 500 | 50 |
| (iv) More than 1,000 | 500 | 1,000 | 500 | 100 |

(5)The applicant shall remit the annual fee as directed by the Divisional Forest Officer or the Gazetted Officer authorised under Sub-rule (3) 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 the Gazetted Officer so authorised shall grant a licence in Form L. One licence may be granted for one or more specified forest produce.(7)Every licensee 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 Chief Conservator of Forests, Orissa.(8)If a licence is lost or is mutilated, a certified copy of the same can be obtained from the Divisional Forest Officer or the said authorised Gazetted Officer on payment of five rupees for each licence.(9)The licence 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 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 an authorised Gazetted Officer and the person may be refused licence for a further period which may extend to three years :Provided that if the licence of the specified forest produce concerned is aggrieved by the above order, he may appeal to the Divisional Forest Officer in case the licence is cancelled by such authorised Gazetted Officer or to the Conservator 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 up to quantity as specified in the table below-Table

| Specified Forest Produce | Quantity |
|--|--|
| (1) | (2) |
| Dhawara Gum, Khairi Gum, | |
| (1) Babool Gum, Salai resin, Sal resin | One kilogram |
| (2) Mahua flowers | Five kilograms for transportation within the limits of Municipality or a Notified Area and seventy-five kilograms for transportation outside the limits of Municipality or Notified Area |
| (3) Mahua seeds | Five kilograms |
| (4) Myrabolans | Five kilograms |
| (5) Tamarind | One quintal |

11. Conduct of Business of Advisory Committee.

(1)The State Government shall, subject to the provisions of Section 6, publish the names of the members of each Advisory Committee constituted under that section, appointing one member as the Chairman and another as the Convener.(2)Every meeting of the Committee shall be presided over by the Chairman, and in his absence, by the Convener. If both the Chairman and the Convener are absent, the members present shall elect one of the members present as the Chairman and proceed with the meeting.(3)The Chairman of the Committee shall fix the date, time and place of the meeting. Advance notice of the meeting of not less than seven days in case of an ordinary meeting

and not less than three days in case of an emergent meeting, shall be given to all the members of the Committee.(4)Four members of the Committee shall constitute the quorum.(5)The proceedings of the meeting shall be drawn up before the close of the meeting, and shall be authenticated by the signature of the members present at such meeting.(6)The Committee's advice shall be conveyed to State Government through the proceedings of the meetings, which shall be sent so as to reach the Secretary to the Government in charge of the Forest Department before the expiry of the period specified by the Government under Subsection (5) of Section 6 or within the period extended by the State Government under the proviso to Section 7. The request for extension of time on behalf of the Committee shall be made well in advance by the Convener.(7)(a)The non-official members of the Committee, other than those who are members of the State Legislature, shall be entitled to draw travelling and daily allowances as admissible to a first grade officer of the State Government, and members of the Advisory Committee who are also members of the State Legislature shall draw travelling allowance at the rates payable to them while functioning as members of such legislature.(b)The travelling allowance bills shall be presented to the Convener who shall, after scrutiny thereof, countersign the bills and disburse the amount.

Form 'A'[See Rule 3 (2)]Application for appointment as Agent

1. Applicant's name in full

2. Profession

3. Full address

4. Father's name in full (in case of firm, give names of partners and of persons holding powers of attorney to act on behalf of the firm)

5. Place or places of business

6. Financial status with details of personal property, annual payment of income-tax and any other relevant evidence regarding financial status

7. Unit for which agency is applied

8. Name of specified forest produce for which agency is applied for

9. Evidence of payment of application fee

10. Evidence of payment of advance security deposit

11. Certificate of personal solvency or a surety in accordance with Sub rule (5) of Rule 3

Declaration I/We hereby declare that I/We have read and understood all the provisions of the Orissa Forest Produce (Control of Trade) Act, 1981 and the rules made 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 Orissa in the form prescribed under the rules within fifteen days from the date of the order of appointment..... Signature of applicant Form 'B' [See Rule 3 (8)] This Agreement made this the day of..... Between the Governor of Orissa (hereinafter called the 'Governor') of the one part and Shri Messrs..... Son of..... village..... Police Station..... District..... (hereinafter called the 'Agent') which expression shall include his heirs, successors, representatives and assigns of the other part; Whereas trading in specified forest produce is regulated by the provisions of the Orissa Forest Produce (Control of Trade) Act, 1981 and the rules made thereunder; And Whereas, the Governor has to appoint agents for the purpose in the different units under Sub-section (1) of Section 4 of the said Act; And Whereas, the Convener has at the request of the Agent agreed 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/Messrs..... as his Agent for the purposes mentioned herein the Unit No..... in respect of the specified forest produce..... in 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 from..... to..... unless earlier determined by the Governor in accordance with the terms and conditions of these presents. (3) The provisions of the Orissa Forest Produce (Control of Trade) Act, 1981 (hereinafter called the said Act) and of the Orissa Forest Produce (Control of Trade) Rules, 1983 (hereinafter referred to as the said rules), shall form part and parcel of and shall be construed as is 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-

| | | |
|--------------------|---|----------------|
| On or after (date) | After collection and delivery of quantity | Amount payable |
|--------------------|---|----------------|

| | | |
|-----|-----|-----|
| (1) | (2) | (3) |
|-----|-----|-----|

Provided that the agent shall be -(i) 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) 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 transaction made 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 or negligence and misconduct on his part, shall be met by him out of the initial imprest money placed at his disposal and the amount thereafter received by him in accordance with the terms of this agreement and all the dispensation 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 land 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 materials 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 of 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 as 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 said 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 be notified in the Orissa Gazette and specified in Schedule E.(vi)He shall deliver such quantities of the specified forest produce (.....), to the purchaser appointed for the unit or no 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 centers within the Unit as may be directed by the said Forest Officer. Unless ordered by the Divisional Forest Officer or an Officer authorised 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 condition 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 person 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 Forest Officer or to such other Officer 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 depots and storage godown.(xv)He shall be responsible for any damage that may be caused to the forest due to his negligent 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 concerned Conservator of Forests, 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 Orissa Forest Act, 1972. 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 obtain from doing or performing any act forbidden by or under the said Act and 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 five hundred rupees 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 lots of 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.

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 necessary 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 two hundred, an appeal against this order shall lie to the concerned Conservator of Forests 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 his opinion, terminate the agreement and on such termination of the agreement, the Governor shall be entitled to-

(a) recover the loss calculated in the manner provided under Clause (i) Sub-rule (8) of Rule 3 of the said rules and all amounts of penalty, compensation, reimbursement, cost, dues, charges recoverable or likely to be recoverable from the agent in terms of this agreement out of the security deposit mentioned under Clause 5 (xvii) and in case of deficit, the balance shall be recovered as arrears of land revenue under the provisions of the Orissa Public Demands Recovery Act, 1962, and (b) blacklist 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 for and on behalf of the Governor of Orissa In the presence of witnesses

1.

2.

In the presence of witnesses

1.

2.

Signature of Agent Form 'C' [See Rule 5 (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. (d) Place or places where the specified forest 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 permit is required to be valid (h) Destination from and to which the specified forest produce (.....) is to be transported from..... to..... (i) Mode of transport..... (j) Routes by which the specified forest produce (.....) is to be transported..... (k) Place 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 No. P. 1 Book No..... Page No..... (Original/copy) [See Rule 5 (1)(i)] Transport Permit (From collection depot to storage godown)

1. Shri/Messers..... purchaser of Unit No..... in respect of..... Division..... has paid Rs..... being the full part purchaser piece 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

1.

2.

3.

4.

3. Details of transport Permit I. (subsidiary) allowed to be used-

Book No.....Page from.....to.....valid for issue up to.....Divisional Forest OfficerForm No. P 2[See Rule 5 (1)(ii)]Book No.....Page No.....Transport Permit(Original/Copy)(For transport outside the State)

1. I Shri/Messers..... purchaser of Unit..... in respect of.....division..... is permitted to transport..... quintals..... packed in..... packages from.....to.....by road and thence to..... train.....by.....

2. Name and address of the consignees..... outside Orissa.

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

Place.....Date.....Divisional Forest Officer.....DivisionSealForm No. P. 3[See Rule 5 (1)(ii)]Transport PermitBook No.....Page No.....(From collection/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 authority No.....Date.....

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

6. Quantity covered under the above authority already transported.

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

8. From.....to..... (Place)

9. Purpose of transport.....

10. Route of transport.....

11. Place or places of checking.....

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

Note - Unless otherwise authorised by Divisional Forest Officer in writing the period shall not exceed forty-eight hours. Place..... Signature of Issuing Officer Date..... hour..... Checked..... Signature of Checking Officer with date and 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) Estimation production of the specific forest produce (.....)

1. 20.....

2. 20.....

3. 20.....

(g) What quantity was collected during the past three years? (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 folios) Certificate of Registration of Growers of forest produce This is to certify that Shri..... son of of village..... Police Station..... District..... failing 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 Orissa Forest Produce (Control of Trade) Act 1981. 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 as The places of storage would be..... The Grower shall maintain an account of the specified forest produce collected and disposed of by him during the period to and shall furnish the same to this officer on..... every year. Details of holding

1.

2.

3.

Seal.....Signature of Divisional Forest Officer.....Division Form 'F'[See Sub-rule (5) of Rule 6]Account slip of the registered Grower of forest produce

1. For the year.....

2. Name and address.....

3. Registration No.....

4. Falling 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/We am/are bona fide Manufacture/Trader/Consumer of the specified forest produce (.....) carrying on business in the District, of.....in the State of..... the details of my business are under :

1. Name of the person or 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 (.....) each Godown at the time of furnishing declaration

| Name of the storage center | 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 furnished 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 produce | 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 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 Orissa Forest Produce (Control of Trade) Act, 1981 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).....at (place).....Signature of the Manufacturer/Trader/ConsumerCopy forwarded to the Conservator of Forests, for information.....Divisional Forest Officer.....DivisionForm '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 to be enclosed).....

2. Particulars of Trade in the specified forest produce (.....) (quantity)

3. Place or places of business, location of the headquarters or head office, village or town, tahasil, police-station and district.....

(a)Average quantity used as raw material annually and or Average 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.

20.

.....

20.

.....

20.

.....Average.....(b)Trade mark, if any, 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 purpose 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 or 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 Rs.....

Place.....Date.....Signature of the Applicant Form 'T' [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.....Son of.....M/s..... of Police Station Tahasil..... District..... has been registered for the year..... as Manufacturer/Trader/Consumer of the specified forest produce (.....) as required under Section 11 of the Orissa Forest Produce (Control of Trade) Act, 1981 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 Divisional Forest Officer.....Division.(Seal of
Office)Dated.....Copy forwarded to Conservator of Forests for
information.....Divisional Forest Officer.....DivisionForm '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.....Date.....Signature of the Government Officer/Agent or authorised
representative

Form 'K'[See Rule 10 (2)]Application for grant of licence for retail sale of the specified forest
produce (.....)

1. Applicant's name and his father's name.....

(In case of firm, give name of the firm) alongwith names of the partners and.....persons holding
power of attorney to act on behalf on the firm, copy of which is to be enclosed.

2. Full address.....

3. Profession.....

4. Place or 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.....

(Chalan, etc. in original to be enclosed).....Signature of the Applicant
Declaration I/We have read and understood all the provisions of the Orissa Forest Produce (Control of Trade) Act, 1981 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/our knowledge and belief.....Signature of the Applicant
Form 'L'[See Rule 10 (6)] Licence for retail sale of the specified forest produce [In accordance with Section 13 of the Orissa Forest Produce (Control of Trade) Act, 1981, read with Rule 10 of the Orissa Forest (Control of Trade) Rules, 1983]

1. Licence No.....

2. Valid for (period).....

3. Name of licence 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 - The licence shall be liable for cancellation at the instance of any breach of the provision of the above mentioned Act and the Rules of this licence.

Seal Issued under may handandSeal.....GazettedOfficer/DivisionalForest
Officer.....Division

[Form 'M'] [Inserted vide Orissa Gazette Extraordinary No. 1009 of 1984.][See Rule 8(4)]Quarterly
return of accounts of specified forest produce to be submitted to the Divisional Forest
OfficerReturns for the quarter ending.....

1. (a) Name and address of the manufacturer/industrial consumer.....

(b)Place of business.....

2. Registration number.....

3. Stock from previous year-(in M.T.)

4. (a) Quantity allotted.....(in M.T.)

(b)Order No.....dated.....

5. Stocks lifted (in M.T.)

From the Agent/Depot at Quantity To the place of storage Godown at/Plant at

(1) (2) (3)

6. Particulars of utilisation/disposal :

| Place of storage | Opening balance of stock at the beginning of the quarter in metric ton | Stock received during the quarter in metric ton | Total of Columns (2) and (3) | Stock utilised during the quarter in metric ton | Purpose for which utilised | Balance stock in metric ton | Quantity of finished products obtained |
|------------------|--|---|------------------------------|---|----------------------------|-----------------------------|--|
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 |

(1)(2)(3)(4)

Signature of the Manufacturer/Industrial Consumers Date.....Place.....Forwarded to the
Divisional Forest Officer Signature of the Manufacturer/Industrial Consumers [Substituted by S.R.O.
No. 689/84-O.G.E. No. 1009-dated 13.6.1984.]