

FORM – XIV
 FORM OF APPLICATION FOR REGISTION WITH THE RMC AS A CONTRACT FARMING
 SPONSOR U/S 6.D
 [See Rule 24-S (1)]

1. Name of Application :
2. Address :
3. Other Particulars
 - (a) In case of Individuals
 1. Father's Name :
 2. Age :
 3. Sex :
 4. Nature of Current business :
 5. Income Tax PAN No :
 6. VAT Registration No
 - (b) In case of a body corporate
 1. Whether a Private or Public Limited Company or a Partnership Firm or a Co-operative Society or any other (specify) :
 2. Nature of current business :
 [N.B.: Companies / Firms / Cooperatives to furnish relevant documents relating to their incorporation]
4. (a) Purpose for which the commodities are required by the Applicant.
 (b) Has the Applicant got his own retail or wholesale business or processing unit (give place and particulars) for which the commodities are required.
5. Does the Applicant propose to supply the commodities to other users viz. Retailers, Wholesalers, distributors or processing units; and if so does he have any arrangements with them (briefly indicate and furnish supporting documents, if any)
6. Estimated quantity (in Qtl.) of different commodities proposed to be produced through contract farming during the year and their estimated value :

Sl. No.	Name of Produce	Quantity Planned (Qtls)	Estimated Value (Rs)

1. Financial arrangements made and sources of finance for meeting the cost of the commodities to be produced under Contract Farming during the year
 [N.B.: Banker's certificate or other documents in support of financial arrangements and adequate liquidity to be furnished]
8. (a) Has application been made for registration in any other market area?
 (b) If so, names of such market areas.

Date:
 Place:

Signature of Applicant / Authorised Person

FORM – XV
FORM OF INTIMATION TO DIRECTOR FOR GOVERNMENT CLEARANCE FOR REGISTRATION OF
CONTRACT FARMING SPONSORS
[See Rule 24-S (3)]

1. Name of the Applicant :
2. Address:
3. Market Area in which contract farming will be sponsored :
4. Notified commodities in which contract farming will be sponsored :

5. Whether the commodities are required for
 - (a) Own use in retail or wholesale trade
 - (b) Supplying to other wholesale or retail/traders
 - (c) Use in own processing industry
 - (d) Supplying to others processing industry
 - (e) Directly exporting or supplying to an exporter
6. Whether the intended contract will be only for the purchase of the produce or also for providing technical support services and inputs.
7. Estimated value of the commodities production of which will be sponsored under contract farming and the mode of funding the purchase thereof
(Give details of financing arrangements with documents in support thereof)

Signature of Application

Date:

Place :

FORM – XVI
CLEARANCE OF THE GOVERNMENT
FOR REGISTRATION OF CONTRACT FARMING SPONSOR
[See Rule 24 – S (4)]

To

The Director,
Agricultural Marketing, Orissa, Bhubaneswar.
The Secretary,
Regulated Market Committee of

1. Government after careful consideration of the application have cleared the case of _____
(Name of the Person or Firm with full address) for registration as a Contract Farming Sponsor to take up Contract Farming activities within the Market Area in the District of _____

2. The clearance will be valid in respect of the following Notified Agricultural Commodities.

The registration shall take effect from the date the Regulated Market Committee will issue the Certificate of Registration and will remain valid till the 31st day of March .

Seal & Signature of
the appropriate Authority

Date :

Place :

FORM –XIX
FORM OF APPLICATION FOR RENEWAL OF REGISTRATION OF CONTRACT FARMING SPONSOR U/S 6 D
[See Rule 24-S (6)]

To

The Secretary,
Regulated Market Committee of

Following facts are submitted along with the Certificate of Registration in original with a request for the renewal of registration as Contract Farming Sponsor.

1. Name of the Contract Farming Sponsor
2. Business Address

3. Registration No
4. Date on which the registration shall expire
5. Period up to which registration is sought to be renewed
6. Estimated Quantity (in Qtls) of different commodities proposed to be produced during the year through contract farming and their estimated value:

Sl. No.	Name of Produce	Quantity (Qtls)	Planned	Estimated Value (Rs)

7. Financial arrangements made and sources of finance for meeting the cost of the commodities proposed to be produced under Contract Farming.
(NB: Bankers' certificate or other documents in support of financial arrangements and adequate liquidity to be furnished)
8. (a) Value of purchases made from Contract Farming: Producers during the last financial year.
(b) Amount paid to producers including advances, cost of inputs and services etc. During the previous year:
(c) Amount outstanding to be cleared, if any:
9. Whether charged with any contravention of any provision: of the OAPM Act or Rules (if yes, give details)
10. Whether fee for renewal and penalty if any due has been paid:
(Please furnish proof)

Date: _____
Place: _____

Signature of the Applicant

FORM – XX
 FORM OF AGREEMENT FOR CONTRACT FARMING UNDER SECTION 6D
 [See Rule 24-T]

THIS AGREEMENT is made and entered into at _____
 On the _____ day of _____, 200 between Shri /Smt./Kum. _____
 Age _____ residing at _____ Post _____
 P.S _____, District _____ hereinafter called
 the party of the FIRST PART (which expression shall unless repugnant to the context
 or meaning thereof mean and include his heirs, executors, administrators and
 assigns),

AND

Shri /Smt. /Kum. _____, age _____
 Residing at _____, Post _____, P.S. _____
 District _____ hereinafter called the party of the SECOND
 PART (which expression shall unless repugnant to the context or meaning thereof
 mean and include his/ its successors and assigns),

WHEREAS the party of the First part is the owner / cultivator of the
 agricultural land bearing the following particulars:

Village and G.P.	Plot No. and Khata No.	Area to be covered	Classification of land in RoR	Tahsil & Block	District

AND WHEREAS the party of the second part is trading in agricultural produce and also providing technical know-how in respect of land preparation, nursery, fertilization, pest management, irrigation, harvesting and like things ;

AND WHEREAS the party of the second part is interested in the items of the agricultural produce more particularly mentioned under clause (i) below and at the request of the party of the second part, party of the first part has agreed to cultivate and produce those items of agricultural produce for supplying to him ;

AND WHEREAS the parties hereto have agreed to reduce in writing the terms and conditions in the manner hereinafter appearing;

NOW, THESE PRESENCE WITNESSTH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

- (i) The party of the First part agrees to cultivate in his above mentioned lands the following agricultural produce for delivering to the party of the Second part as per the terms and conditions of the agreement.

Sl. No.	Pariculars of Land	Area (in Ac.)	Crop to be grown	Particulars of variety ,if any.	Other specifications
1	2	3	4	5	6

- ii) The party of the First part agrees to deliver to the party of the Second part the following quantities of each item of agricultural produce, produced in the above lands at the rates per Qtl. Mentioned against each.

Sl. No.	Name of the Agricultural Produce	Variety and specific quality	Quantity (in Qtl.)	Rate per Qtl.
1	2	3	4	5

- iii) The agricultural produce particulars of which are mentioned in Clause (i) will be supplied by the party of the First part to the party of the Second part within the period of _____ months/_____ days from the date hereof, and it expressly agreed between the parties hereto that this agreement is for agricultural produce particulars of which are described in clause (ii) and for a period of _____ months/_____ days only; and after the expiration of said period, this agreement shall automatically come to an end .
- iv) The party of the First part agrees to adopt instructions / practices in respect of land preparation, nursery, fertilization, pest management, irrigation, harvesting and any other practices as suggested by the party of the second part from time to time and cultivate and produce the items as per specifications mentioned under clause (i).

- v) The party of the Second part hereby agrees to provide the following inputs and services to the party of the First part during the period of cultivation and post harvest management, and shall be entitled to recover the cash advances, if any, and the cost of the inputs and services received by the party of the First part at the agreed rates.

Sl. No.	Inputs and services provided	Agreed unit cost	Quantity / Amount	Total Cost/ Amount Recoverable (in Rs.)
1	2	3	4	5
1	Cash Advances			
2				
3				
4				
5				

- vi) The party of the Second part or its representatives at their costs shall have the right to enter premises / fields of the party of the First part to monitor farming practices adopted and the quality of the produces from time to time.
- vii) The party of the second part shall pay to the party of the first part the cost of the produce delivered calculated at the agreed rates after deducting all outstanding advances given and the cost of the inputs and services provided to the party of the first part by the party of the second part, within three working days of the date of delivery having duly indicated the date, mode of payment and place of payment at the time of delivery.
- viii) It is expressly agreed by and between the parties here to that delivery will be as per the following terms and conditions and purchase bill in Front no . XXII will be issued immediately after the delivery:

- (a) It will be the responsibility of the party of the first of the to bring his produce to any of the following identified delivery points at his cost wherein the quantity shall be weighed 100% and packed in standard weight.

Name of the produce	Delivery point	Dates

- (b) It shall be the responsibility of the party of the Second part to take into possession the contracted produce at the delivery point agreed after it is offered for delivery and to transport and store at his cost thereafter.

- (c) In case the part of the Second part fails to take delivery of the produce within _____ (date), then the party of the First part will be free to sell Agricultural produce contracted to any other party in the market yard or in the open market, and if he gets a price less than the price contracted, the difference will be on account of the party of the Second part and the party of the Second part shall be liable for the said difference and pay this to the party of the First part after adjustment of advances paid by him and his investment in the cost of inputs and services provided, within a period of _____ days.
- ix) The party of the First part agrees to supply the quantity contracted according to the quality specifications stipulated in clause (ii). If the agricultural produce is not as per the agreed quality standards, the party of the second part will be entitled to refuse to take the Delivery of the agricultural produce only on this count. Then the party of the First part shall be free to sell the produce :
- (a) To the party of the Second part at a mutually renegotiated price
- OR
- (b) In the open market or in the market yard; if he gets a price less than the price contracted, he will pay proportionately less to the party of the second part, for his investment made in the contract farming by way of cash advance and the cost of inputs and services provided to the party of the First part.
- x) The parties agrees that usual force majors clause shall apply and that the party of the First part shall be free from the obligation to deliver the specified goods in case of destruction or damage to the crop by a natural calamity like flood, cyclone, severe drought, hailstorm etc. or abnormal weather conditions or outbreak of an epidemic affecting the crop and all other act of God or any act of the State or the Central Govt. occurring on or after the effective date of this agreement which prevent totally or partially the fulfillment of such obligation by the party of the first part.

Provided that the party of the First part for invoking such acts shall,

On request of the party of the second part, provide evidence of the existence _____ of such acts or events which shall consist of a statement or certificate or the appropriate authority; or if such statement or certificate cannot reasonably be obtained as a substitute thereof , by making a notarial statement describing in details the facts forming the basis of his claim and the reasons why such a certificate or statement conforming the existence of such facts cannot be obtained.

- xi) The party of the First part shall insure the crop, production of which is taken up under this agreement, and the party of the Second part shall pay to the party of the First part half the insurance premium, the other half being borne by the party of the First part; and if the party of the First part so requests the party of the Second part shall advance to him the whole premium amount for insuring the crop and shall recover fifty per cent thereof being the share of the party of the First part, from the price payable to the said party of the first part for the produce deliver by him under this agreement; and the parties further agree that to the extent that the amount received by the party of the First part for the specified crop in the event of loss or damage thereof from the Insurance Company to us indemnity against crop loss and from the part of the Second Part towards the price of the quantity delivered taken together is less than the value of the quantity contracted for delivery at the agreed price, the party of the First Part shall repay to the party of the Second Part for the investment in the crop including cash advances and cost of inputs and services proportionately less.
- xii) It is agreed between the parties hereto that this agreement shall not stand on the way of any agreement being entered into by either one or both the parties with any third party regarding supply of credit or inputs or any services to the party of the First Part for his farming operations, and also the dues towards that being recovered from the payments receivable by the party of the First part towards the value of the agriculture produce deliver by him to the party of the Second Part, and paid to such third party under any such agreement by the party of the Second Part.
- xiii) The party of the Second part will have no rights whatsoever as to the title, ownership, possession of the land or property of the party of the First part, nor will it in any way alienate the party of the First part from the Land and the property particulars not mortgage, lease, sub-lease or transfer any land or property of the party of First part in any way to any other person – institution during the continuance of this agreement
- xiv) The party of the Second part confirms that he has registered himself with the Secretary of the Regulated Market Committee of _____ in the District of _____ on _____ and shall pay the fees in accordance with the law prevailing in this regarding to the said Regulated Market Committee which has jurisdiction to regulate the marketing of Agricultural produce cultivated on the land described in this Agreement.
- xv) The party of the Second part shall submit true copy of agreement signed by the party with in a period of 15 days from the date of execution thereof, to the Government and the Director as required under the Orissa Agricultural Produce Market Act 1956.

- xvi) Termination / cancellation of the contract will be with the consent of both the parties. Such termination or cancellation shall be communicated to the concerned Regulated Market Committee within 15 days of such termination / Cancellation for registration and record.
- xvii) In the event of any dispute or difference arising among the parties hereto or as to the rights and obligations under this agreement or as to any claim, monetary or otherwise of one party against the other or as to the interpretation and effect of any terms and conditions of this agreement, Such dispute or difference shall be referred to the Director of Agricultural Marketing, Orissa.
- xviii) In case of change of address of any party to this agreement, it should be intended to the other parties and also to the Director and the concerned Regulated market Committee.
- xix) Each party hereto agrees to abide by the provisions of the Orissa Agricultural Produce Markets Act, 1956 and the rules framed there under.
- xx) Each party hereto will act in good faith diligently and honestly with the other in the performance of their responsibilities under this agreement and nothing will be done to jeopardize the interest of the others.

In witness whereof the parties have signed this agreement on the _____ day, _____ month and _____ year first above mentioned.

SIGNED, SEALED AND DELIVERED by the
Within named "PARTY OF THE FIRST PART
In presence of

1. _____
2. _____

SIGNED, SEALED AND DELIVERED by thereafter
Within named PARTY OF THE SECOND PART)
In the presence of

1. _____
2. _____