

**Karnataka Agricultural Marketing  
(Regulation of Allotment of Property in Market yards) Rules 2004.**

**Co-operation Secretariat**

**Notification**

**No.CD 58 MRE 2002, Bangalore, dated 9<sup>th</sup> July, 2004.**

Whereas, the draft of the Karnataka Agricultural Produce Marketing (Regulation) Rules, 1968 was published as required by sub section (1) of Section 146 of the Karnataka Agricultural Produce Marketing (Regulation) Act, 1966 (Karnataka Act 27 of 1966) in Notification No.CD/MRE/58/2002, date: 23th October 2003 appeared in part-IV-A of the Karnataka Gazette Extra-ordinary dated 30<sup>th</sup> October 2003, inviting objections and suggestions from all persons likely to be affected thereby within 30 days from the date of its publication in the official Gazette.

Whereas, the said Gazette was made available to the public on 30<sup>th</sup> October 2003,

And whereas, the objections and suggestions received within the period specified above have been considered by the State Government,

Now, therefore in exercise of the power conferred by sub section (1) of section 146 of The Karnataka Agricultural Produce Marketing (Regulation) Act, 1966 (Karnataka Act 27 of 1966), the Government of Karnataka hereby makes the following rules, namely :-

**RULES**

**1. Title and commencement :-**

- (1) These rules may be called the Karnataka Agricultural Produce Marketing (Regulation of Allotment of Property in Market Yards) Rules, 2004.
- (2) They shall come into force at once.

**2. Definitions:-** In these rules, unless the context otherwise requires, -

- (1) **'Act'** means the Karnataka Agricultural Produce Marketing (Regulation) Act, 1966.
- (2) **'Allottee;** means any person to whom any site, godown, shop, shop-cum-godown, weigh bridges, sundry shops, canteen, tea stalls or other building is allotted under these rules.
- (3) **"Annexure"** means annexure appended to these rules.
- (4) **'Corner site'** means and includes, the site that is surrounded at least two sides by roads, which are mutually perpendicular.

- (5) 'Current Value' means the value for which the Market Committee has already allotted a site.
- (6) 'Department' means the Department of Agricultural Marketing.
- (7) 'Form' means a form appended to these rules.
- (8) "Licensed market functionary" means a person holding license as a commission agent, trader, broker, importer, ginner, presser, crusher, stockist, warehousemen, exporter.
- (9) "Service institutions" include Postal Department, Telecom Department, Police Department, Fire Service, Bank and Hospital or veterinary hospital or other public offices as may be specified by the State Government from time to time.

### **3. Offer of Sites etc., for allotment on lease-cum-sale basis:-**

- (1) The Market Committee may subject to these rules and the general or special orders of the State Government offer for allotment of sites, shops, godowns or shop-cum-godowns in the market yard on lease-cum-sale basis.
- (2) Due publicity shall be given in respect of such allotment specifying the location, number of sites, godowns, shop-cum-godowns, if any, last date for submission of application and such other particulars by affixing a notice to the notice board of the office of the market committee and by publication in not less than two Kannada newspapers widely circulated in the market area.
- (3) Whenever the Market Committee calls for applications in respect of allotment of sites, godowns, shops or shop-cum-godowns on lease-cum-sale basis, any licensed market functionary who is registered under rule 6 may apply to the market committee in **Form III along with any initial deposit which shall not be less than twenty five percent** Of the value of the site, godown, shop or shop-cum-godown as the case may be.
- (4) If any applicant registered with the market committee fails to get the allotment of a site, godown, shop or shop-cum-godown on lease-cum-sale basis, the registration so made shall be valid for the subsequent allotments also unless the applicant withdraws the registration by surrendering registration certificate.

- (5) The market committee having regard to the provisions of rules 4,5,7 and 8 may allot a site, shop, godown or shop-cum-godown on lease-cum-sale basis.

**4. Determination of value of site etc.,**

- (1) The Market Committee shall get a valuation certificate of the site, shop, godown or shop-cum-godown to be allotted on lease-cum-sale basis from the concerned Assistant Executive Engineer (Market Development Project) of the Department who shall give certificate having regard to the provisions of sub-rule (2). The Market Committee for valid reasons to be recorded in writing may enhance the value so fixed by the Assistant Executive Engineer. The value so fixed by the Assistant Executive Engineer or enhanced by the Market Committee shall be subject to the approval of the Director, Agricultural Marketing who may give approval with such modifications after recording reasons.
- (2) While determining the value of the site, shop, godown or shop-cum-godown to be allotted on lease-cum-sale basis, the following factors shall be considered:-
- (i) The amount spent on acquisition of land including higher compensation paid and interest at the rate of five percent per annum from the date of acquisition;
  - (ii) The amount spent on providing basic infrastructure facilities in the market yard like roads, drains, culverts, electrification, water supply, compound wall / fencing, auction platform, bank, post office building, Shramik Bhavan, Raitha Bhavan, Samudaya Bhavan, office building, guest house, drying platform, check post, weigh bridge, veterinary hospital, canteen building etc. and: interest on such amount calculated at the rate of five percent per annum from the year of expenditure.
  - (iii) In case of shop, shop-cum-godown or godown, the cost of construction of the shop, shop-cum-godown or godown shall also be included in addition to the amount mentioned in the above clauses.
  - (iv) Depreciation of the building shall be calculated as per the Public Works Department Code.

## 5. Criteria for fixing the value of site:-

- (1) For the purpose of determining the value of a site, the Agricultural Produce Market Committees are classified based on market fee collected in the proceeding financial year and the minimum guidance value for allotment under Rule 3 as shown in the Annexure.
- (2) While approving the value under rule 4, the Director of Agricultural Marketing shall consider the highest value among the following, namely:-
  - (i) The current value for site;
  - (ii) The minimum guidance value for site, as shown in the Annexure.
  - (iii) The value determined under rule 4.

## 6. Registration:-

- (1) Every licensed market functionary desirous of applying for allotment of a site, shop, godown or shop-cum-godown on lease-cum-sale basis or as the case may be, leave and license basis shall apply for registration to the Market Committee in Form-1 along with a **non-refundable registration** fee specified in the annexure.
- (2) On receipt of the application for registration, the Secretary of the Market Committee shall scrutinize the same and if the contents of the application are found to be correct, he shall register the name of the applicant and issue an acknowledgement in **Form II**.
- (3) A separate register shall be maintained in the office of the Market Committee for this purpose and the applications shall be entered in it in chronological order on the basis of dates of receipts and the serial number shall be the registration number unless otherwise the application is not accepted on the grounds which shall be communicated to the applicant in writing.

## 7. Eligibility:-

- (1) No site, shop, godown or shop-cum-godown, in the market yard shall be allotted either on lease-cum-sale basis or leave and license basis to a person or an institution or organization who is not a licensed market

functionary and who is a defaulter in payment of any dues either to the Seller or to the Market Committee and not engaged either in the marketing of notified agricultural produce or the allied activities connected with Agriculture, Horticulture or Animal Husbandry except the State or Central Warehousing Corporation, Service institutions, registered associations of market functionaries or Banks or for establishing only STD booths or for construction of common amenities for the market users.

- (2) Allotment under these rules shall not be made to a licensed market functionary who already owns a site, shop, godown or shop-cum-godown or other building in the market yard either in his name or in the name of the firm in which he is a partner.

#### **8. Principles for selection of applicant for allotment:-**

- (1) The Market Committee shall in case of allotment of a site, shop, godown, or shop-cum-godown under rule 3 or 13 consider the case of each applicant on merits and shall consider the following principles in making selection for allotment under rule 3 or 13, namely:-
  - (i) The status of the applicant i.e., whether an individual, Joint family or a Partnership firm.
  - (ii) The number of years the licensed market functionary has been waiting for the allotment and his inability to get in spite of being eligible in his previous attempts.
  - (iii) The total market fee paid during the previous three years and the average market fee paid in year.
- (2) At the time of making allotment, if sufficient numbers of applications are not received from the licensed market functionaries, the Market Committee may relax the above conditions with the previous approval of the Director of Agricultural Marketing.
- (3) The Secretary of the Market Committee shall make a list of applicants and shall within seven days from the last date specified for receipt of applications, cause to publish such list on the notice board of the Market Committee.
- (4) A Seniority list of the applicants shall be prepared in Form IX consisting of the names of applicants, attempts they made for allotment, three years average market fee paid by them and the following criteria shall be considered for preparing the list and the highest points secured by the applicants shall be the order of seniority.

- (i) Each continuous completed year of license shall be considered as two points.
- (ii) Each attempt made by the applicant for allotment shall be considered as two points.
- (iv) Each unit of one thousand rupees of average market fee paid by the applicant shall be considered as one point and the fraction of less than one thousand rupees shall be ignored for computation of points.

**9. Allotment of corner site:-**

- (1) Notwithstanding anything contained in rule 3 but subject to rules 4 and 5 and sub rule (1) of rule 7 corner site in the market yard shall be allowed through public auction on lease-cum-sale basis to any licensed markets functionary. The procedure specified in sub-rules (1) and (2) of rule 3 shall apply mutatis mutandis for such allotment.
- (2) Any person desirous of making an application under this rule shall make an application I Form-III along with an initial deposit which shall not be less than twenty five percent of the value of the site.
- (3) The highest bidder shall remit twenty five percent of the bid amount quoted by him after deducting the initial deposit already made within one week from the date of auction failing which the initial deposit made by highest bidder shall be forfeited and the second highest bidder will be given a chance for payment of such amount. In case the second highest bidder also fails to pay the amount the market committee shall hold re-auction.

**10. Conditions of allotment of site, shop, godown or shop-cum-godown on Lease-cum-Sale:-** (1) Allotment of a site, including a corner site, godown, shop or shop-cum-godown made by the market committee on lease-cum-sale shall be subject to the approval of the Director of Agricultural marketing and shall also be subject to the following conditions namely:-

- (i) The allottee shall pay to the Market Committee the balance amount of the value of the site, godown, shop or shop-cum-godown after deducting the amount already paid under sub-rule (3) of rule 3 within a period of 90 days from the date of receipt of order of allotment. If the said value is not paid within a period of 90 days, further extension of time for a period not exceeding 60 days may

be given by the market committee and the allottee shall pay, in addition, interest at the rate of twelve percent per annum on the said amount for the extended period.

- (ii) After payment of the value under clause(i) is made, the Market Committee shall call upon the allottee in writing to execute an agreement in Form IV in case of site and in Form V in case of shop or shop-cum-godown or godown and get it registered. If the agreement is not executed within 45 days after the market committee has called upon the allottee to execute such agreement, the registration fee paid by the allottee shall be forfeited and the allotment be cancelled and the amount paid by the allottee under sub-rule(3) of rule 3, after deducting such expenditure that might have been incurred by the Market Committee, be refunded to him.
- (iii) Until the site, godown, shop or shop-cum-godown is conveyed to the allottee, the amount paid by the allottee for such allotment shall be held by the Market Committee as security deposit (without any interest thereon) for the due performance of the terms and conditions of the allotment and the lease-cum-sale agreement entered into between the Market Committee and the allottee.
- (iv) In case of allotment of site, the allottee shall construct a godown or shop or shop-cum-godown within a period of one year or within such extended period, not exceeding One year as may be granted by the Market Committee.
- (v) Every allottee shall not alienate the site, godown or shop or shop-cum-godown on the site in accordance with the plans and designs approved by the Market Committee.
- (vi) The allottee shall not alienate the site, godown or shop or shop-cum-godown within a period of ten years from the date of allotment except by way of mortgage in favour of Government of India, Government of Karnataka or its undertakings, Life Insurance Corporation of India, Corporate bodies or Banks to secure loan, subject to the prior permission of and terms and conditions imposed by the Market Committee.
- (vii) On the expiry of the period of ten years from the date of execution of lease-cum-sale agreement and if the allotment has not been cancelled or the lease is not determined, the Market Committee shall by notice, call upon the allottee to get the sale deed executed at his own cost within the time specified in the said notice.
- (viii) With effect from the date of taking possession of the allotted property, the allottee shall be liable to pay the taxes, fees and cesses payable in respect of the property.
- (ix) Where allotment is made in favour of a partnership firm, any change in the constitution of the firm shall be brought to the notice of the

Market Committee. If the Market Committee, after such enquiry as it deems fit, decides that the change in the constitution of the firm results in transfer of shop or godown or shop-cum-godown or any interest there in by all or any one of the partners no such transfer shall take place without complying with rule 12.

**Explanation:** For the purpose of this clause and sub-rule (3) of rule 16, there is a change in the constitution of the firm if, one or more of the partners cease to be partners or one or more new partners are admitted, in such circumstances that the persons who were partners of the firm before the change do not continue as partner or partners after the change.

**11. Allottee shall be deemed to be a lessee:-** If a site including a corner site or godown or shop or shop-cum-godown is allotted under these rules on lease cum sale basis such allottee shall be deemed to be a lessee of such site shop, godown or shop-cum-godown until, the lease is determined or site, shop, godown or shop-cum-godown conveyed in the name of the allottee. During the period of lease, allottee shall pay to the market committee before commencement of each year rent at the rate of rupees ten per year.

**12. Restriction on transfer:-** (1) Where any allottee of a godown or shop or shop-cum-godown after it was conveyed to him under rule 10 or a transferee of such allottee or an allottee of a site after it was conveyed to him under rule 10 on which godown or shop or shop-cum-godown is built, is unable to carry on the marketing activity for any reason, he may, if the period of ten years specified in clause (vi) of sub-rule(1) of rule 10 has expired, make an application to the market committee along with a transfer fee specified in the Annexure and the Market Committee after ascertaining whether the applicant owes any dues to the market committee, sellers and other licensed market functionaries may, with the prior approval of the Director of Agricultural Marketing, permit transfer of such godown, shop or shop-cum-godown in whole or in part only in favour of a licensed market functionary, who does not own a site, godown or shop or shop-cum-godown.

Provided that where any application seeking permission for such transfer made prior to the commencement of the Karnataka Agricultural Produce Marketing (Regulation of Allotment of Property in Market Yards) Rules, 2004 is pending, such application shall be deemed to be an application made under this sub-rule and shall be disposed off in accordance with this sub-rule.

(2) Where any market functionary who has been allotted a shop or godown, shop-cum-godown or other building on lease and license basis



under rule 13 is continued in occupation of the same for a minimum period of 55 months and requests to convert the said leave and license in to lease-cum-sale basis may be considered with prior approval of the Director of Agricultural Marketing and the value of the site, shop, godown or shop-cum-godown shall be determined by taking into consideration the following factors namely,-

- (i) site value at 40% of the guidance value determined under the Karnataka Stamp Act 957, and rules made thereby under or the value of the site approved by the Director of Agricultural Marketing under rule 5, whichever is higher.
- (ii) The building value to be fixed by the Engineering Cell of the department after considering the depreciation of the building.
- (iii) Any other expenditure incurred by the market committee on the site or building.

**13. Allotment of shop, shop-cum-godown or godown on leave and license basis:-**

- (1) Notwithstanding any thing contained in rule 3, the market committee may, offer shop, shop-cum-godown or godown in a market yard for allotment on leave and license basis.
- (2) Due publicity shall be given in respect of such allotment specifying the location, number of shop; shop-cum-godown, if any, last date for submission of application and such other particulars by affixing a notice to the notice board of the office of the Market Committee and by publication in not less than two Kannada news paper widely circulated in the market area.
- (3) Whenever the market committee calls for an application for allotment under sub-rule  
(1) any licensed market functionary who is registered under rule 6 may apply to the market committee in Form-III along with an earnest money deposit equal to two months leave and license fee or rupees five thousand which ever is more.
- (4) If any applicant registered with the market committee fails to get the allotment of a shop, shop-cum-godown or godown as the case may be under this rule the registration so made shall be valid for the subsequent allotments also unless the applicant withdraws the registration by surrendering registration certificate.
- (5) Subject to the general or special order of the Director of Agricultural Marketing, a market committee may after obtaining a certificate from the Assistant Executive Engineer (Market Development Project) of the department regarding license fee payable, fix the minimum license fee for allotment of shop, shop-cum-godown or godown under this rule. The Assistant Executive Engineer shall fix the license fee having regard to the capital cost of the building.

- (6) The market committee may having regard to the provisions of rules 7 and 8 allot shop, shop-cum-godown or godown to any applicant on leave and license basis.
- (7) The initial allotment under this rule shall be for a period of 11 months which may be renewed by the market committee for every 11 months subject to a maximum of 55 months.

**14. Allotment of weigh bridges, etc.,:-** (1) Market committee may allot weigh bridges, sundry shops, canteen and tea stalls on leave and license basis through tender-cum-auction.

(2) A market committee may subject to provisions of these rules allot weigh bridges, sundry shops, canteen and tea stalls in the market yard on leave and license basis through tender-cum-auction.

(3) Due publicity shall be given in respect of such allotment specifying its location, number of property, if any last date for making application and such other particulars by affixing a notice to the notice board of the office of the market committee and by publication in not less than two Kannada news papers widely circulated in the market area.

(4) Any person who is desirous of making an application for allotment under this rule shall make an application in Form VI to the market committee along with an earnest money deposit equal to two months minimum license fee or rupees five thousand whichever is more.

(5) The highest bidder shall remit twenty-five percent of the bid amount quoted by him after deducting the earnest money already deposited within three days from the date of auction failing which the EMD shall be forfeited and the second highest bidder will be given a chance for payment of such amount. In case the second highest bidder also fails to pay the amount the market committee shall hold re-auction.

(6) The initial allotment shall be for a period of 11 months which may be renewed by the market committee for every 11 months subject to a maximum of 55 months.

**15. Fixation of license fee:-** Subject to the general or special order of the Director of Agricultural Marketing the Market Committee may, after obtaining a certificate form the Assistant Executive Engineer (Market Development Project) of the Department regarding the license fee payable, fix the minimum license fee of allotment of any weigh bridges, sundry shops, canteen or tea stall belonging to it.

**16. Conditions of allotment on leave and license basis:-** The allotment of shop, godown, shop-cum-godown, weigh bridges, sundry shops, tea stall and canteen on leave and licence basis under rules 13 and 14 shall be subject to the following conditions, namely:-

- (1) The allottee shall within a period of fifteen days from the date of receipt of allotment order deposit with the market committee an amount equivalent to ten months licence fee payable after deducting the earnest money already deposited.
- (2) After allottee makes payment as required under rule 13 or 14 and clause (1), the market committee may call upon him to execute an agreement in form VII or VIII as may be appropriate.
- (3) Where allotment is made in favour of a partnership firm any change in the constitution of the firm shall be brought to the notice of the Market Committee. If the Market Committee, after such enquiry as it deems fit, decides that the change in the constitution of the firm amounts to assignment of licence such licence shall be liable to be cancelled.
- (4) The licence fee shall be liable to be enhanced at the rate of five percent of the licence fee once in 33 months.
- (5) All the initial allotments made by the market committee shall be subject to the approval of the Director of Agricultural Marketing or such officer as may be authorized by him
- (6) No leave and licence under these rules shall be renewed:
  - i. If the licensee has failed to pay the dues to the market committee; or
  - ii. If the licensee has failed to comply with the terms and conditions of the agreement.

**17. Reservation of Site etc:-** Out of the sites, shops, shop-cum-godown or godowns to be allotted by the market committee, such number as may be specified by the State Government from time to time shall be reserved in each category for allotment in favour of persons belonging to the scheduled caste and scheduled tribes.

**18. Death of applicant:-** (1) If the applicant dies before the allotment, his legal heirs at their option shall be entitled either to get refund of the deposit or allotment under these rules if they fulfill the requisite criteria.

(2) If the applicant dies after the allotment, his legal heirs at their option shall be entitled either to get refund of the amount paid towards allotment or for getting the agreement executed in accordance with these rules provided they fulfill the requisite criteria.

(3) If the legal heirs choose to get refund of the amount, the Market Committee shall refund the amount without any interest and it may make re-allotment subject to these rules.

**19. Voluntary surrender:-** An allottee may at any time after allotment surrender the allotted property to the market committee. On such surrender, the Market Committee shall refund the amount paid by the allottee without any interest in respect of the said allotment.

**20. Penal Fee etc:-** (1) If the allottee of site, shop, godown or shop-cum-godown on lease-cum-sale basis violates any of these rules or the terms of the agreement, the Market Committee may cancel the allotment and determine the lease in accordance with these rules or the terms of the agreement before expiry of the lease period and forfeit the deposit amount and the property and any structure that may have been built on the site without giving any compensation.

Provided that no decision or order shall be made unless the person likely to be affected thereby is given an opportunity of being heard.

Provided further that before passing any order of forfeiture under sub-rule (1) an opportunity shall be given to the allottee a show-cause notice why the payment should not be forfeited.

(2) If the allottee under rule 13 or 14 fails to pay leave and licence fee for any month before tenth day of the succeeding month, a penal fee at the rate of ten percent of the licence fee payable for that month shall be levied and collected from the allottee.

**21. Misrepresentation or suppression of facts:-** If the applicant seeking allotment under rule 3, 9, 13 or 14 furnishes false information or suppresses any material fact, the application for allotment shall be rejected and any allotment if made cancelled summarily, and the site, shop, shop-cum-godown or godown, weigh bridges, tea stalls, sundry shop or other building shall be resumed to the Market Committee. Rejection or cancellation under these circumstances shall render the applicant ineligible for allotment in future also. All the amount paid by such applicant shall be forfeited. The applicant shall also be liable for criminal prosecution .

Provided that no decision or order shall be made unless the person likely to be affected thereby is given an opportunity of being heard.

**22. Restrictions on misuse, additions and alterations:-** The buildings constructed either by the licensed market functionary or by the Market Committee in the market yard shall not be used for any purpose other

than for marketing of notified agricultural produces. The allottee shall not be entitled to sub-divide any site or any building allotted or amalgamate it with any other building unit or site or to make any structural additions or alterations without the prior written permission of the Market Committee.

**23. Revision:-** (1) The Government may suo moto or otherwise call for the record of any decision, order or proceeding of the Market Committee under these rules for satisfying itself as to the legality or propriety of such decision, order or proceedings.

(2) If , in any case, it appears to the Government that any decision, order or proceeding so called for should be modified, annulled or reversed, it may pass such order as he may deem fit.

Provided that no decision or order shall be modified, annulled or reversed unless the person likely to be affected thereby is given an opportunity of being heard.

**24. Allotment of sites to Co-operative Societies etc:-** Notwithstanding anything contained in these rules the Market Committee may allot sites, shops, godown, shop-cum-godown or sundry shop on lease-cum-sale basis or leave and licence basis to a Co-operative Society which deals in notified agricultural produces and which is also a licensee in the Market area or a warehousing Corporation or any service institution on such rent or fee and subject to such conditions as may be specified by the Committee.

By Order and in the name of the  
Governor of Karnataka,

B.S.JAPALI

Under Secretary to Government,  
Co-operation Department.

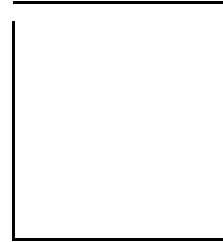
**NOTIFICATION NO.CD 58 MRE 2002 Dated:23/10/2003**  
**ANNEXURE**

**(See rule-5)**

Category	Market fee Collected (Rs. In lakhs)	Minimum Guidance Value (in Rs.)		Registration Fee (in Rs.)	Transfer Fee
		Main Market Yard	Sub Market Yard		
(1)	Below 10	20	10	100	5000
(2)	Above 10 but below 25	30	15	250	10000
(3)	Above 25 but below 50	40	20	500	15000
(4)	Above 50 but below 100	50	25	1000	20000
(5)	Above 100 but below 250	60	30	1500	25000
(6)	Above 250 but below 500	70	35	2000	30000
(7)	Above 500	80	40	2500	35000

**FROM NO. I  
(See rule 6(i))**

**To  
The Secretary,  
Agricultural Produce Market Committee,**  
.....



**APPLICATION FOR REGISTRATION:-**

(1). Name of the applicant, in case of the Firm or Company, The details	
(2). (a) Details of license  (b) Licence Code No.	$\frac{3}{4}$ Commission Agent $\frac{3}{4}$ Trader $\frac{3}{4}$ Processor $\frac{3}{4}$ Others
(3). In case of the Firm Etc., Name of the person Authorized to Sign(in block letters) with Residential Address & Phone No.	
(4) Address With Telephone No. Of the Firm & Residence	
(5) Details of Registration fee a) Amount	
b)DD/ Cheque /PO No.	
c)Date	
d) Name of the Bank	

Note: Enclose one copy of the Photo of the Person representing the Firm or company etc.

Place:  
to  
sign  
Date:

Signature of the person authorized  
  
(licensed Market Functionary)

.....  
.....

**FOR OFFICE USE ONLY**

Received the application for registration for allotment of site/building/godown on lease-cum-sale basis on..... (Date) along with DD/Cheque/PO for Rs.....

**Registration no.**

**SECRETARY**

**FORM NO II  
(See rule 6(2))**

**ACKNOWLEDGEMENT**

Received the applicant form.....

.....  
.....

Your name is registered at No.....of the Registration Register.

Place:

Date:

**SECRETARY**



**FORM NO: III**  
**(See rule 3(3),(9) and (13))**  
**APPLICATION FOR ALLOTMENT**  
**AGRICULTURAL PRODUCE MARKET COMMITTEE**

(1)	Name of the applicant	
(1-a)	In case of the Firm etc., name of the person representing the firm	
(2)	Name of the Firm/Company with full address, Telephone/Telex/Fax Nos.	
(3)	If it is partnership firm, Enclose a copy of Partnership Deed.	
(4)	If the applicant is a licensed Market functionary of this Agricultural Produce Market Committee. Mention category and the details of license and enclose a copy of the license.	
(5)	In case applicant is trader/commission agent, the turnover of notified agricultural produces; market fee remitted during the last 3 years be furnished	
(6)	The address of the premises for which license was granted.	
(7)	K.S.T/C.S.T. No.	
(8)	Whether the applicant is an assesses under the Commercial Tax Act.(Details to be furnished)	
(9)	Whether the applicant is an assesses under the Income Tax Act.(Details of Permanent A/C No. etc., to be furnished)	
(10)	If the applicant has not been allotted site/shop/godown/shop-cum-godown whether he has furnished affidavit to that effect.	
(11)	Whether partner of the applicant have also applied for allotment of site in response to this notification. If so, furnish the details.	
(12)	Whether applications for a site/shop-cum-godown/Godown & the number	
(13)	Registration No.	
(14)	Application No.	
(15)	Details of Previous Applications if any	
(16)	Details of Deposits made along with the application	
(17)	Any other information.	

**AFFIDAVIT**

I sir.....do hereby declare that the particulars furnished in the application are true to the best of my knowledge and belief. I agree that in case any of the information provided above is fund false, my application will be rejected.

Place: Signature of the Applicant  
Date: Name: Seal

FORM NO.IV  
(See rule. 10(ii))

LEASE-CUM-SALE AGREEMENT

This agreement made on .....(in words) between.....s/o.....aged.....a licenced .....carrying on business in notified agricultural produce in the market area of A.P.M.C.....residing at.....(herein after called the ALLOTTEE which term shall unless repugnant to the context or meaning thereof include his successors in office and assigns)of the one part and the Agricultural Produce Market Committee.....a body formed and constituted under Karnataka Agricultural Produce Marketing(Regulation)Act,1966(Karnataka Act 27 of 1966) read with the rules farmed under that act, with its office at.....(hereinafter called 'THE COMMITTEE' which expression shall unless repungnant to the context or meaning there of includes its successors in office and assigns) represented by its secretary Sri.....S/o ..... age..... R/o..... and its ChairmanSri..... .S/o..... age..... R/o..... of the other part.

Where as the Committee is the owner of the site described in schedule to this agreement and whereas the allottee is carrying on busness in notified agricultural produce as a.....and has approached the committee to provide a site in the market yard for his trade as licensed trader/commission agent/importer/exporter etc,.

- 1) the allottee shall be a licensed market functionary and he shall renew the same license granted by market committee from time to time as required under provision of K.A.M.P.(R) Act, 1966, Rules, 1968 and bye – laws of the market committee made there under for dealing in notified commodities.

- 2) The site allotted in favor of the allottee is impartial (non divisible) under any or all circumstances and as such remains always intact. The allottee shall hereby undertake to commence and complete the construction of shop/shop-cum-godown on the site before the time prescribed hereinafter as per designs approved by the market committee.
- 3) The allottee shall apply as early as possible within **1 month from the date of this agreement** to the A.P.M.C ..... to obtain sanctioned plan and licence for construction of the building on the site, and shall complete the construction within 1 year from the date of agreement or within the period extended by the committee.
- 4) On Non-compliance with any of the clause from No. 1 to 3 above in its entirety or partially, the allotment of site to the allottee shall stand automatically cancelled and consequently the possession of the site along with incomplete building shall also stand delivered to the market committee without any formalities in that behalf and without any consent of the defaulter allottee. The amount already paid to the market committee towards the cost of the site by the allottee shall also stand forfeited in favour of the market committee.
- 5) On occurrence of such cancellation, the market committee shall be at liberty to retain the site along with unfinished building for its own use, or allot the same for use of any other licensed market functionary or dispose off the same in any other manner in its absolute discretion for any consideration as the market committee considers reasonable. Re-entry effected upon the site is allotted by the market committee for his use as the case may be, shall not be construed as trespass committed by the concerned persons.
- 6) Further, on such cancellation of the allotment of site or site along with unfinished building if any, the market committee may at its discretion refund to the defaulter allottee, a sum not exceeding  $3/4^{\text{th}}$  of the net proceeds realized by the market committee as mentioned in the preceding clause arrived at after deducting cost of site forfeited under clause 4 above and all expenses incurred in connection therewith.
- 7) When the cancellation of the site etc., as enumerated in clause No.4 occurred on failure of the allottee to be a licensed market functionary of the market committee possession of the site along with the construction put up thereon back to the market committee may be restored back to him at the discretion of the market

committee. If he becomes the Licensee of the market committee within one year from the date of intimation of such cancellation of the site etc.

- 8) The allottee may be permitted by the market committee for valid reasons to alienate the site or site with building put up thereon if any, in favour of Bank or any Financial Institution to raise loans required for only putting up building or its extension but not for any other purposes.
- 9) The site or site with building if any thereon, shall not be transferred or sold within 10 (TEN) years from the date of execution of this agreement.
- 10) If after the site to the allottee he wants to transfer the same he shall pay to the Market Committee fee prescribed by K.A.P.M.(R) (Regulation of Allotment of Property in Market Yards) Rules, 2004 along with his application seeking permission to transfer or sell the site with building put up thereon, to any other licensed market functionary and The market committee may at its discretion for valid reasons and under exceptional circumstances permit the allottee to transfer or sell away the site along with the building constructed thereon, to another licensed market functionary of the market committee after paying all the building loans and other dues of the Market Committee, Bank and other Institutions.
- 11) The allottee shall not use the site and/or the building put up thereon for any other purpose except for wholesale business in notified commodities or commodity specified by the Market Committee from time to time.
- 12) The allottee shall, without any plea, render due compliance with and abide by, all conditions and standing orders that the Market Committee may impose from time to time in the public interest in respect of holding, grant, use and/or upkeep, of the site and or building put up thereon and also in the interest of maintenance of discipline and sanitary conditions in the Market Yard.
- 13) The allottee shall agree hereby that the Market Committee has full liberty, right and authority to take suitable action against him at its discretion, if he fails to comply with, or abide by, any of the conditions and standing orders etc., as mentioned herein.

- 14) In case the allottee is a firm, the executants shall be authorized by the partners of the firm beforehand to execute and sign this agreement on behalf of the said firm in favour of the Market Committee to bind the firm.
- 15) The Business or Trade to be done by the allottee in Schedule property will be confined and restricted to notified Agricultural Commodities. In case the allottee commits the breach of this term in the agreement, the committee shall have the right to issue him notice and direct him to carry on trade in notified Agricultural Commodities only and in default thereof the committee shall be entitled to exercise the right to take over the building and the site and to allot any other licensed market functionary and in such event the allottee is entitled to be paid only the amount paid to the site and not any other compensation.
- 16) The allottee shall not make any alteration or additions to the premises either externally or internally without obtaining written permission of the committee.
- 17) On the expiry of the ten years period mentioned in this agreement. If the lessee has performed all the conditions mentioned in this agreement and has committed no breach thereof the committee shall, at the end of the said period of ten years sell the site to the lessee and all attendant expenses in connection with such sales such as, stamp duty, registration charges etc, shall be borne by the lessee.
- 18) The allottee will be liable for all damages caused to the building which amount will be recovered from him by the Committee as part of capital investment. The committee has the right to recover all costs of repairs as part of capital investment.
- 19) The Chairman or Secretary or any authorized person of the committee will have the right of entry to the premises for discovery, inspection as to the condition and use of the building. In case of any dispute or claim arising under this agreement or in consequence thereof, it is agreed between the parties that such dispute or claim shall be decided as 'Sole Arbitrator' by the Director of Agricultural Marketing of the State of Karnataka Functioning as such on the day and the decision of the Sole Arbitrator on such dispute, functioning as per provisions of the Indian Arbitration Act, shall be final and binding on the parties.

**SCHEDULE**

A site situated in market yard ..... under ..... Tehsil  
measuring  
..... Feet/meters in the  
..... Bonded as follows:

North by

East by

South by

West by

ALLOTTEE

Witnesses:

(1)

(2)

Signed and delivered by

The said allottee in the

Presence of

Secretary  
APMC.....

Chairman  
APMC .....

**FORM NO (V)**

**LEASE-CUM-SALE AGREEMENT**

**(See rule 10)**

This lease agreement executed on this day of ..... by the Agricultural Produce

Market Committee.....herein after called the 'LESSOR', which expression shall

wherever the context so requires shall include each of its successors, assigns on the one part, represented by Sri.....s/o Sri....., the Secretary and Sri.....s/o

Sri.....Chairman (or Administrator) of the Agricultural Produce Market Committee and a proprietor ship: registered partnership firm by name

M/s.....represented by its proprietor: Managing Partner Sri.....son of Sri.....aged about.....years residing at.....hereinafter called the 'LESSEE' on the other as under:-\

1. That the lessor is the owner of the shop/shop-cum-godown/godown bearing No.....situated in the market yard and more fully described in the schedule hereunder.
2. Whereas the lessee who is the market functionary and licence holder from the lessor, has applied for allotment of a shop/shop-cum-godown/godown for doing business in the notified agricultural produce.
3. Whereas the lessee has paid 25% of the lease amount vide Cheque/PO/DD No.....dated.....for Rs.....
4. Whereas the lessor has resolved to allot the Schedule property to the allottee in its resolution No.....in the meeting of the Market Committee held on.....
5. Whereas the allotment of the shop/shop-cum-godown/godown is approved by the Director of Agricultural Marketing, vide his Order No.....dated.....
6. Whereas the lessor has agreed to allot the schedule shop/shop-cum-godown/godown on terms and conditions enumerated hereunder.

NOW, THEREFORE, THIS DEED WITNESSETH AS UNDER:-

1. That the lessor has constructed the shop/shop-cum-godown/godown at its cost and has agreed to lease the same for a period of 10 (TEN) years.
2. That the lessor has fixed the lease (incurred an expenditure of an estimated) amount of Rs.....
3. That the lessee shall pay the balance amount after deducting initial deposit (fixed by A.E.E. (M.D.P)) of the shop/shop-cum-godown/godown. Within 90 (NINETY) days from the date of receipt of letter of allotment, to the market committee and obtain a receipt. This may be extended by sixty days subject to payment of interest at 12%.
4. That if the lessee is a joint family, any member of the joint family and in the case of partnership firm, any partner of the firm shall not be entitled for allotment of more than one shop/shop-cum-godown/godown in the market yard and in case it is found that an allotment of shop/shop-cum-godown/godown is already obtained by him/them, the lessor is at liberty to terminate the lease and forfeit of shop/shop-cum-godown/godown together with the lease amount of shop/shop-cum-godown/godown, if any deposited by the lessee till then.
5. That during the period of lease, the lessee shall carry on the business only in the notified Agricultural Produce and abide by the terms and conditions of licence issued by the lessor. Further, the lessee shall abide by the provisions of the K.A.P.M®, Act, 1966 and the Rules and the Byelaws made there under. If there is any contravention of any one of the conditions, the lessor is entitled to cancel the lease agreement and forfeit the allotment of s shop/shop-cum-godown/godown after issuing notice to the lessee.
6. That during the period of lease, the lessee shall not alienate the shop/shop-cum-godown/godown allotted to him to any person in any manner.
7. That the lessee shall not divide the shop/shop-cum-godown/godown allotted to him or aliniateif to any other person during the period of lease.
8. That the lessee shall not cause damage, alter, or change the structure of the shop/shop-cum-godown/godown allotted to him. If nay damage is caused, the lessee is liable to effect necessary repairs to keep the premises in good condition.
9. If the lessee is a partnership firm it shall bring to the notice of the market committee any change in constitution of the Partnership firm. The lessee agrees to comply with the provision of rule 12 if such a change in the constitution of the partnership firm results in the transfer of shop, godown, shop-cum-godown or interest therein.
10. That the lessee shall pay the electricity charges, water charges and all other taxes in respect of the shop/shop-cum-godown/godown allotted to him during the period of lease.
11. That if the lessee ceases to be a licensed Market Functionary during the period lease, the lessor is entitled to forfeit the allotment of shop/shop-cum-godown/godown together with the lease amount deposited by the lessee till the date of forfeiture.



12. That the premises shall not be used for purposes other than the purposes enumerated under the K.A.P.M. ® Act, 1966, Rules and the Bye-Laws and shall be used for the purpose of marketing in the notified Agricultural Produce only.
13. That the lessee shall not encumber the property in any manner whatsoever and, if it is done, the same shall not be binding on the lessor.
14. That if the lessee desires to discontinue as a licensed market functionary, he shall surrender the shop/shop-cum-godown/godown to the Market Committee with one month's prior notice and deliver vacant possession of the same and thereafter the lessor is at liberty to re-allot the said premises to another market functionary.
15. On the expiry of the ten years period mentioned in this agreement. If the lessee has performed all the conditions mentioned in this agreement and has committed no breach thereof the committee shall, at the end of the said period of ten years sell the site to the lessee and all attendant expenses in connection with such sales such as, stamp duty, registration charges etc, shall be borne by the lessee.
16. That the lessee hereby undertakes to abide by such terms and conditions that may be imposed on him at the time of execution of the sale deed by the lessor in respect of the shop / shop-cum-godown / godown with a view to see that the object of the Act is achieved.
17. That if the lessee violates any one of the terms and conditions mentioned above, the lessor is at liberty to forfeit the allotment of shop / shop -cum-godown and forfeit the cost of shop / shop-cum-godown / godown deposited by the lessee until the date of forfeiture.
18. That the lessor shall not be responsible for any defect structural or otherwise in the property and lessee shall have no claim for compensation from the lessor for any defects whatsoever.
19. That the lessee agrees to get the said property insured against, riots, burglary or civil commotion.
20. That the lessor or any person authorized by it shall have right to enter into the said property at any reasonable time to inspect the property.
21. If any dispute arises as to the construction of the terms and conditions stated above, the decision of the Director of Agricultural Marketing will be final and binding on both the parties.

## SCHEDULE

(Description of the property)

North:                      South:                      East:                      West:

In witness whereof the lessor and lessee have signed this lease deed in the presence of witness who have attested it.

Witnesses:

- |    |  |        |
|----|--|--------|
| 1. |  | Lessor |
|    |  | Lessee |
| 2. |  |        |

### FORM NO:VI

(See rule 14)

### APPLICATION FOR ALLOTMENT OF WEIGH BRIDGES etc.,

### AGRICULTURAL PRODUCE MARKET COMMITTEE

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(1)	Name of the Applicant	
(2)	Whether applications is for sundry shop, weigh bridge, canteen, tea-stall.	
(3)	Full address, Telephone / Telex / Fax Nos.	
(4)	Application No.	
(5)	Whether the applicant is an assesses under the Income Tax Act. (Details of Permanent A/c No. etc., to be furnished)	
(6)	Details of previous applications if any	
(7)	Details of deposits made along with the application	
(8)	Licence Particulars if any:	
(9)	Whether the applicant is a licensed Market functionary of this Agricultural Produce Market Committee, if so, mention category and the details of licence and enclose a copy of the licence.	
(10)	Any other information.	

**AFFIDAVIT**

I Sri.----- do hereby declare that the particulars furnished in the application are true to the best of my knowledge and belief. I agree that in case any of the information provided above is found false, my application will be rejected.

Signature of the Applicant

Place:

Name:

Date:

Seal

**FORM NO.(VIII)**

**(see rule 16(2))**

**AGREEMENT OF LEAVE AND LICENCE**

**(For shop, godown, shop-cum-godown)**

This Agreement of Leave and Licence is entered into by and between:

THE AGRICULTURAL PRODUCE MARKET COMMITTEE ----- herein after called the 'LiCENSOR', which expression shall wherever the context so requires shall include each of its successors, assigns on the one part, represented by Sri----- S/o Sri..... aged about .....years residing at ..... the Chairman (or Administrator) of the Agricultural Produce Market Committee and a registered partnership firm by name..... represented by its proprietor: Managing Partner

Sri..... son of Sri..... aged about ..... years residing at. .... hereinafter called the 'LiCENSEE' of the other part,

witnesseth as follows:' Whereas the LiCENSEE who is the market functionary and licence holder from the LiCENSOR, has applied for allotment of a shop / shop-cum-godown / godown for doing business in the notified agricultural produce.

Whereas, the licensor has established a market yard at .... intending to provide facilities to market functionaries dealing in notified agricultural produce.

Whereas the licensor is the owner of the shop / shop-cum-godown bearing No

..... situated in the market yard more fully described in the schedule hereunder.

Whereas the licensee herein was carrying on trade in notified agricultural produce ..... (commodity:commodities) and has applied for allotment of a Godown / shop-cum-Godown on Leave and Licence basis to carry on the trade in notified agricultural produce and the licensor has agreed to allot the Schedule property.

Whereas the licensor has resolved to allot the Schedule property to the allottee on leave and license basis in its resolution No..... in its meeting held on ....-.....-200--.

Whereas the Director of Agricultural Marketing: A.D.:D.D. of ..... district has accorded her permission, vide order No. .... dt. ....-...-200...

Whereas, both the parties are desirous of reducing in writing terms and conditions enumerated hereunder;

### **TERMS AND CONDITIOS;**

That the leave and licence granted by the licensor to the licensee is only for a period of 11 months renewable every 11 (ELEVEN) months from the date of this agreement subject to a maximum period of 55 months.

- 1) On the expiry of the period of this licensee, the licensee shall be given first preference in case of renewal of the licence to use the said premises for any further period (not more than 11 months at a time) provided the licensee has conformed to all the terms and conditions and rules prescribed there for during the prior occupation of the said premises.
- 2) If the licensee desires to renew the leave and licence for on more period of 11 months, he should submit his application to the licensor not less than 2 (TWO) months before the expiry of the leave and licence.
- 3) That the licensee shall deposit a sum equal to leave and licence fee for 10 (TEN) months with licensor as the Security Deposit in respect of Schedule Premises. The said Security Deposit will not carry any interest.
- 4) The licensee is entitled to seek reimbursement of the said security sum on his expressing desire to vacate and hand over possession of the Schedule Premises of the licensee on giving one month's clear notice in writing.

- 5) The licensee should pay the leave and licence fee of the previous month before 10<sup>th</sup> (TENTH) of the next month failing which the licensor has right to impose penal fee at 10% per month.
- 6) If the licensee fails to remit the leave and licence fee for 3 (THREE) consecutive months, the licensor has the right to adjust the Security Deposit, besides reserving its right to recover the balance amount and to take back the possession of the Schedule Premises.
- 7) The licensee shall not utilize the premises for any other purpose than for which it is allotted the licensor has reserved the right to revoke the licence by giving on month's notice to the licensee, if the Secretary is satisfied that the allotted premises is not used for the purpose for which it is allotted.
- 8) The license fee will be revised every 33 months at enhancement of 5% of the leave and licence fee, the licensee should abide by it.
- 9) In the event of the licensor desiring to terminate the licence and take back possessions of the Schedule Premises, upon service of notice of eviction of the licensee by the licensor, the licensee shall, within 15 (FIFTEEN) days from the date of service of this notice, hand over vacant possession of the Schedule Premises to the licensor. If the licensee fails to do so, the licensor is entitled of forfeit the said Security Deposits, besides reserving its right to institute suitable legal proceedings for eviction of the licensee under the provisions of the appropriate law.
- 10) That the licensee shall not assign either the whole or any portion of the Schedule Premises or allow any third party / parties to be in occupation of or carry on trade of whatsoever nature in the Schedule Premises without the written consent of the licensor,  
That where the licensee is a partnership firm it shall bring to the notice of the market
- 11) That he licensee all not effect any changes o the structure either permanent or temporary, either inside or outside the Schedule Premises without the written consent of the licensor.
- 12) That the licensee himself shall bear and pay the electricity and water charges in respect of the electricity and water consumed by him, to the concerned authorities as per the directions issued by the licensor from time to time in this regard.
- 13) That the licensee shall not carry on trade or use Schedule Premises for any illegal purposes like gambling, selling / stocking liquor / explosives / fire-crackers / any other explosives / inflammable good / articles or do anything that may cause danger to the property of the licensor or to the life and / property of the adjacent occupiers.
- 14) That the licensee shall not get the right to offer the Schedule Premises as security for any loss or create any charge or encumber the same in any manner.
- 15) That the licensee shall be bound to quit the premises within one month of the notice of cancellation of his licence by the licensor in the event of

breach of any of the terms and conditions of this licence or in the event of the licensee being in arrears for a period of 3(three) months in respect of the leave and licence fees payable as herein prescribed legal heirs, executors of the licensee are liable to pay the arrears of licence fee to the Market Committee.

17) That the overall superintendence of the said premises shall be vested in the Market Committee whose Officers/staff shall at all reasonable hours be entitled to inspect the said premises about its state of repairs; the licensee shall be bound to keep the premises in good and hygienic conditions, and deliver the shop to the licensor in good condition after the expiry of the licence period or when he is asked to vacate the said premises.

18) That the licensee may also revoke the licence by giving one months notice to the licensor. The licence will be deemed as automatically revoked after the expiry of the period.

#### **SCHEDULE**

S H O P N O:-

MEASUREMENT:

BOUNDED BY:-

EAST:

WEST:

NORTH:

SOUTH:

IN WITNESS WHEREOF both the licensor and the licensee have signed this agreement of Leave and Licence on this ..... day of ..... 200\_

LICENSEE

WITNESSES:

(1)

(2)

LICENSE

**FORM NO.(VIII)**

(See rule 16(2))

**AGREEMENT OF LEAVE AND LICENCE**

**(For sundryshop, canteen, weighbridge, teastall)**

This Agreement of Leave and Licence is entered into by and between:

**THE AGRICULTURAL PRODUCE MARKET COMMITTEE .....**

herein after called 'LICENSOR', which expression shall wherever the context so requires shall include each of its successors, assigns on the one part, represented by Sri.....

S/o Sri....., aged about ..... years residing at ....., the Secretary and

Sri..... S/o Sri....., aged about..... years residing at ..... hereinafter called the 'LICENSEE' of the other part, witnesseth as follows:

Whereas the LICENSEE who is the market functionary and licence holder from the LICENSOR, has applied for allotment of a shop/shop-cum-godown/godown for doing business in the notified agricultural produce.

Whereas, the licensor has established a market yard at ..... intending to provide facilities to market functionaries dealing in notified agricultural produce.

Whereas the licensee herein has applied for allotment of a sundryshop,canteen, weighbridge, tea-stall on Leave and Licence basis to carry on the trade in notified agricultural produce and the licensor has agreed to allot the Schedule property.

Whereas in licensor has resolved to allot the Schedule property to the allottee on leave and license basis in its resolution No..... in its meeting held on ...-...-200\_.

Whereas, both the parties are desirous of reducing in writing terms and conditions enumerated hereunder:

## **TERMS AND CONDITIONS:**

(1) That the leave and licence granted by the licensor to the licensee is only for a period of **11 months** renewable every **11 (ELEVEN) months** from the date of this agreement subject to a maximum period of 55 months.

(2) On the expiry of the period of this license, the licensee shall be given first preference in case of renewal of the licence to use the said premises for any further period (not more than 11 months at a time) provided the licensee has conformed to all the terms and conditions and rules prescribed there for during the prior occupation of the said premises.

(3) If the licensee desires to renew the leave and licence for one more period of 11 months, he should submit his application to the licensor not less than **2 (TWO) months** before the expiry of the leave and licence.

4) That the licensee shall deposit a sum equal to leave and licence fee for **10 (TEN)** months with the licensor as the Security Deposit in respect of Schedule Premises. The said Security Deposit will not carry any interest.

(5) The licensee is entitled to seek reimbursement of the said security sum on his expressing desire to vacate and hand over possession of the Schedule Premises of the licensee on giving one month's clear notice in writing.

(6) The licensee should pay the leave and licence fee of the previous month before **10<sup>th</sup> (TENTH)** of the next month falling which the licensor has right to impose penal fee at 10% per month.

(7) If the licensee fails to remit the leave and licence fee for **3 (THREE)** consecutive months, the licensor has the right to adjust the Security Deposit, besides reserving its right to recover the balance amount and to take back the possession of the Schedule Premises.

(8) The licensee shall not utilize the premises for any other purpose than for which it is allotted the licensor has reserved the right to revoke the licence by giving one month's notice to the licensee, if the Secretary is satisfied that the allotted premises is not used for the purpose for which it is allotted.

(9) The licence fee will be revised every 33 months at enhancement of 5% of the leave and licence fee, the licensee should abide by it.

(10) In the event of the licensor desiring to terminate the leave and licence and take back possessions of the Schedule Premises, upon service of notice of eviction of the licensee by the licensor, the licensee shall, within



**15 (FIFTEEN)** days from the date of service of this notice, hand over vacant possession of the Schedule Premises to the Licensor. If the licensee fails to do so, the licensor is entitled of forfeit the said Security Deposits, besides reserving it right to institute suitable legal proceedings for eviction of the licensee under the provisions of the appropriate law.

(11) That the licensee shall not assign either the whole or any portion of the Schedule Premises or allow any third party/parties to be in occupation of or carry on trade of whatsoever nature in the Schedule Premises without the written consent of the licensor,

That the licensee should bring to the notice of the market committee any change in constitution of the Partnership. The licensee agrees not to assign the premises or the interest therein to the partners of the reconstituted partnership unless persons who were partners of the firm before change continued to be partners after the change.

(12) That the licensee shall not effect any changes to the structure either permanent or temporary, either inside or outside the Schedule Premises without the written consent of the licensor.

(13) That the licensee himself shall bear and pay the electricity and water charges in respect of the electricity and water consumed by him, to the concerned authorities as per the directions issued by the licensor from time to time in this regard,

(14) That the licensee shall not carry on trade or use Schedule Premises for any illegal purpose like gambling, selling/stocking liquor/explosives/fire-crackers/any other explosives/inflammable good/article or do anything that may cause danger to the property of the licensor or to the life and/property of the adjacent occupiers.

(15) That the licensee shall not get the right to offer the Schedule Premises as security for any loss or create any charge or encumber the same in any manner.

(16) That the licensee shall be bound to quit the premises within one month of the notice of cancellation of his licence by the licensor in the event of breach of any of the terms and conditions of this licence or in the event of the licensee being in arrears for a period of 3 (three) months in respect of the leave and licence fees payable as herein prescribed legal heirs, executors of the licensee are liable/e to pay the arrears of licence fee to the market committee.

(17) That the overall superintendence of the said premises shall be vested in the market committee whose Officers/staff shall at all reasonable hours be entitled to inspect the said premises about its state of repairs; the licensee shall be bound to keep the premises in good and hygienic conditions, and deliver the shop to the licensor in good condition after the expiry of the licence period or when he is asked to vacate the said premises.

(18) That the licensee may also revoke the licence by giving one month's notice to the licensor. The licence will be deemed as automatically revoked after the expiry of the period.

**SCHEDULE**

S H O P N O :-  
BOUNDED BY:-

MEASURMENT:

EAST:  
WEST:  
NORTH:  
SOUTH:

IN WITNESS WHERE OF both the licensor and the licensee have signed this agreement of Leave and Licence on this... . . . . . day of . . . . . 200. . . . . at. . . . .

LICENSEE

WITNESSES:

(1)  
  
(2)

LICENSER

F O R M NO. IX

(See rule 8(3) )

SENIORITY LIST OF APPLICANTS

AGRICULTURAL PRODUCE MARKET COMMITTEE												
SI No	Name of the applicant with full address	Registration Card Number	Licence Number and Date	Status of the applicant	From how many years he is licensee	Number of attempts as made for allotment	Market fee paid for past three years			3 years average market fee	Total points secured	Remarks
1	2	3	4	5	6	7	8	9	10	11	12	13
							200-	200-	200-			

SECRETARY