GOVERNMENT OF RAJASTHAN
AGRICULTURE (GR. 2) DEPARTMENT

Jaipur, dated...23/12/07

NOTIFICATION

In exercise of the powers conferred by section 36 of the Rajasthan Agricultural Produce Markets Act, 1961 (Rajasthan Act 38 of 1961), the State Government hereby makes the following rules further to amend the Rajasthan Agricultural Produce Market Rules, 1963 and orders with reference to the proviso to sub-section (4) of the said section that the previous publication of these rules is dispensed with as the State Government considers that they should be brought into force at once, namely:—

1. Short title and commencement -(1) These rules may be called the Rajasthan Agricultural Produce Market (Amendment) Rules, 2006.
   (2) They shall come into force at once.

2. Amendment of rule 2. - After clause (ii) of rule 2 of the Rajasthan Agricultural Produce Market Rules, 1963, herein after referred to as the said rules, following new clauses (iiA) and (iiB) shall be inserted; namely:-

"(iiA) "Agriculture produce of particular specification" means notified agriculture produce specified in the license issued under section 5C and section 14 of the Act."

"(iiB) "Chemical composition" means different parts with which notified agriculture produce is made of."

3. Amendment of rule 45. - In rule 45 of the said rules, the existing expression “of the Board” appearing after the expression “Director” shall be deleted.

4. Amendment of rule 53. - In rule 53 of the said rules, for the existing expression “Secretary of the Board”, wherever appearing, the expression “Director” shall be substituted;

5. Amendment of rule 54. - In rule 54 of the said rules, for the existing expression “Secretary of the Board”, the expression “Director” shall be substituted.
6. Insertion of new rule 56A - After rule 56 and before rule 57 of the said rules, the following new rule 56A shall be inserted, namely:-

"56A. Establishment of Private sub market yard or Private consumer-farmer Market - (1) Any person including a cooperative society may apply to the Director or the authority empowered by the State Government in this behalf, for establishment of a private sub market yard or a private consumer-farmer market in Form XI.

(2) The minimum land required for establishment of a private sub market yard shall be five hectares and for establishment of private consumer-farmer market shall be two hectares. The land should be in the name of the applicant.

(3) The applicant shall pay a licence fee as may be specified by the Government from time to time.

(4) The Director or the empowered authority may grant a licence for establishment of a private sub market yard or for a private consumer-farmer market in Form -XII. The licensee shall abide by all the terms and conditions mentioned in the license.

(5) The Market Committee shall collect market fee from the licensees / Traders of a private sub market as per the provisions of the Act and shall pay such part of the market fee to the licensee of the private sub-market yard, as may be specified by the Government, from time to time.

(6) Subject to sub-section (2) of Section 5, the licensee of Private consumer-farmer market shall collect service charges from the sellers at such rate as may be specified by the Government, from time to time.

(7) The sellers of the private consumer-farmer market shall not sell more than such quantities of their produce to a consumer at one time, as may be specified by the Government from time to time.

(8) The producer shall sale his produce in the private consumer farmer market directly to the consumer at mutually agreed price.
7. Insertion of new rules 57A - After rule 57 and before rule 58 of the said rules, following new rule 57A shall be inserted, namely:-

"57A. Contract farming.- (1) The contract farming buyer, shall apply for registration in Form XIII to the market committee in whose area he wants to enter into contract farming agreement.

(2) The market committee shall, thereupon register such person as contract farming buyer.

(3) The contract farming agreement shall be in Form XIV.

(4) The contract farming buyer shall get the contract farming agreement registered with the market committee in whose area the land of the contract farming producer is located.

(5) The agreement shall be written on stamp paper of the value of Rs. 100/-.

(6) A separate agreement shall be made for each contract farming producer. In case one contract farming producer has more than one farm falling in the area of different market committees a different agreement for each farm shall be made.

(7) The agreement may be for a season or a year but not more than 5 years. In case of long term tree crop, the agreement can be for a period mutually agreed to by the parties.

(8) The agreement shall be presented before the market committee for registration, alongwith a registration form in Form XV.

(9) Separate registration form shall be filled for each agreement.

(10) The market committee shall register the agreement and issue a registration certificate in Form XVI.

(11) The market committee shall charge Rs. 10/- as registration fee for each agreement.

(12) The market committee shall maintain a register for registering the agreements in Form XVII.

(13) The contract farming buyer shall abide by all the provisions of the Rajasthan Agricultural Produce Market Act, 1961, the Rajasthan Agricultural
Produce Market Rules, 1963 and the bye-laws of the market committee concerned

(14) The contract farming agreement shall not come into force until the contract farming buyer pays such part of the contracted amount to the contract farming producer as may be agreed mutually.

(15) the contracting price shall be higher than the minimum support price or the model price, which ever is higher, for the contracted agricultural produce during the previous harvest season, in the market committee concerned.

Note: for the purpose of this rules model price shall mean the price at which the maximum transitions (sale & purchase) take place.

(16) Contract agreement shall not contain any provision of penalty on the contract farming producer if he fails to supply the contracted agricultural produce mentioned in the contract agreement due to natural calamities.

(17) In case the contract farming buyer fails or refuses to purchase the agreed quantity of the agriculture produce from the contract farming producer, he shall pay the amount of the difference between the agreed price and the actual sale price of the contracted produce in the market committee concerned to the producer.

(18) In the eventuality of the contract farming purchaser's refusal to buy the contracted produce, the same shall be sold by auction by the market committee concerned and the amount shall be given to the contract farming producer.

(19) The contract farming buyer shall furnish an undertaking equal to 20% of the value of the contracted amount i.e. the value of the contracted quantity multiplied by the contracted price, with the market committee concerned. The amount of the undertaking shall be utilised by the market committee to compensate the contract farming producer in the eventuality of refusal by the contract farming purchaser to purchase the contracted produce. If the difference between the agreed price and sale price is more than the 20% of the value of the contracted amount, the difference amount shall be payable by the contract farming buyer to the producer within 15 days from the date of claim of the amount of difference.

(20) In case the contract farming producer fails or refuses to provide agricultural produce to the contract farming buyer as specified in the agreement, he
shall be liable to make payment of the amount of difference between the agreed price and the average market price of the contracted produce during the agreed period of supply in the market committee concerned to the buyer.

(21) The market fee for contracted agriculture produce shall be paid by the contract farming buyer at the rates as notified under section 17 of the Act. The date on which the supply of the contracted agriculture produce, in total or in-part has been made to the contract farming buyer shall be considered as the date of sale. The market fee payable on the purchase during the month, shall be paid by the contract farming buyer to the market committee up to 7th of next month by Demand Draft. He shall also furnish details of market fee in the Performa specified by the Director. If the contract farming buyer fails to deposit market fee within the aforesaid period, he may deposit market fee with a late fee at the rate of 2 % per month or part thereof on due market fee due within first 3 months and thereafter at the rate of 3 % per month or part thereof on market fee due up to the end of that financial year. If contract farming buyer fails to deposit market fee and late fee in the above prescribed time, the market committee shall initiate action against the contract farming buyer as per provisions of the Act and Rules/Byelaws made thereunder and due amount shall be recovered with the interest at the rate of 3 % per month up to date of recovery from the date of market fee is due.

8. Amendment of rule 64.- In sub-rule (3) of rule 64 of the said rules;
(i) the existing first proviso shall be deleted.
(ii) in second proviso, the existing expression “further” shall be deleted.

9. Amendment of rule 72.- In rule 72 of the said rules, after the existing expression “warehouseman” or “ware Houseman” wherever occurring, the expression, “Chemical Composition Analysts” shall be inserted.

10. Amendment of rule 76.- In rule 76 of the said rules, the existing expression “and surveyor” shall be substituted by the expression “. surveyor and chemical composition analysts”.

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11. Amendment of rule 81.- In rule 81 of the said rules, after the existing expression "servant ", the expression ", chemical composition analysts" shall be inserted ";

12. Amendment of rule 88.- In rule 88 of the said rules,
   (i) after the existing expression "instruments", the expression "or machines or laboratories", shall be inserted
   (ii) the existing expression "open" occurring after the expression "possessed in any" shall be deleted.

13. Insertion of new forms – After the existing Form X appended to the said rules, following new forms shall be added; namely:-
Form XI

(See rule 56A (1))

Application for Establishment of Private Sub Market Yard/ Private Consumer Farmer Market

Application no. ................................
Date ...........................................

The Director/ Empowered Authority
Department Of Agriculture Marketing
Jaipur

Sir,

I/we present this application for grant of licence for establishment of a private sub-market yard / private consumer farmer market and give the following particulars:

1. Name of the applicant

2. Permanent Address

3. Status of the Applicant (i.e. individual or partnership firm or company)

4. Proprietors/Partners of the firm / Chairman/ Directors of the company:

5. If Applicant is a company or cooperative society, if so, give registration no. and date

6. Whether the application is for establishment of a private sub-market yard or a Private Consumer Farmers Market:

7. Details of proposed Private Sub Market Yard/ Private Consumer Farmer Market:
   (Detailed lay out plan of the proposed market to be enclosed)

<table>
<thead>
<tr>
<th>Serial No.</th>
<th>Name of Market Sub-Market yard</th>
<th>Name of market committee</th>
<th>Place where the market is proposed to be established and the area of the land available</th>
<th>Commodities proposed to be traded</th>
</tr>
</thead>
</table>

8. Whether the applicant is / has been a licensee of any market committee of Rajasthan. If so, give following detail:

<table>
<thead>
<tr>
<th>S.No.</th>
<th>Name of the market committee</th>
<th>Licence no. and year</th>
<th>Category of Licence</th>
<th>Quantity and value of notified agriculture commodity traded (last three years)</th>
</tr>
</thead>
</table>

9. (a) Whether the licence was ever cancelled? If so, give details:

(b) Whether any penalty was imposed? If so, give details:
10. I/We declare that I/We have read the Rajasthan Agriculture produce Markets Act, 1961, Rajasthan Agriculture Produce Market Rules, 1963 and the Bye-laws made thereunder. I/We shall abide by the provisions of the said Act, the Rules, the Bye-laws and the direction issued by the State Government or the licensing Authority from time to time.

Place
Date

Signature & seal of the Applicant
From Company
Form - XII
(See rule 56A(4))

Licence For Private Sub Market Yard/ Private Consumer Farmer Market

Licence no. ................................ Date .............................

Licence is hereby granted to M/s .............................................. (name) ..............................................

(Address) under rule 56 A of the Rajasthan Agricultural Produce Markets Rules, 1963 on the terms and conditions mentioned hereunder to establish a Private Sub Market Yard/ Private Consumer Farmer Market at ................................ in the market area of the Krishi Upaj Mandi Samiti ..............................................

This licence is non-transferable.

Signature and seal of the Licensing Authority.
(DIRECTOR / Empowered Authority)

TERMS & CONDITIONS OF LICENCE

(i) The licensee shall comply with the provisions of the Rajasthan Agricultural Produce Markets Act, 1961, and Rules/Bye-laws made thereunder and instructions issued by the licensing authority from time to time.

(ii) The licensee shall surrender his permanent licence on demand to the Director or the empowered authority against a receipt to be given to the licensee in this connection.

(iii) The licensee shall inform in writing, the names of his assistants/ agents/ servants to the licensing authority with fifteen days from the date of issue of licence and shall be liable for their acts. Changes in assistants/ agents/ servants shall be informed within seven days.

(iv) The licensee shall keep records of market functionaries working in the market and shall furnish information every month to the market committee in the manner specified in the Bye-laws.

(v) The private sub-market yard or the Private consumer farmer market yard shall be developed/ constructed by the licensee as per the plan approved by the Raj. State Agricultural Marketing Board. The licensee shall provide and maintain all such amenities/ facilities viz. electronic weighing machine, internal roads, covered platform, check-post, water supply, light, sanitation, security, labour-shed, parking place, kiosks, canteen, first aid, provision for banking facilities etc. as indicated in the plan approved by the Board and such other amenities as directed by the licensing authority from time to time.
(vi) The expenses on the facilities/ amenities provided and for the maintenance thereof, shall be borne by the licensee.

(vii) Sale of notified agricultural produce and of such other commodities as permitted by the Licensing Authority shall be made in the sub-market yard.

(viii) The Market Committee shall collect market fee from the licensees of a private sub-market as per the provisions of the Act and shall pay such part of the market fee to the licensee of the private sub-market yard as specified by the Government from time to time.

(ix) The licensee of a consumer farmer market shall pay such part of service charges collected by him to the market committee as specified by the Government from time to time.

(x) The licensee shall comply with all the instructions issued by the State Government or licensing authority from time to time.

(xi) The licensee shall abide by all the provisions of Rajasthan Agriculture Produce Market Act, 1961, Rajasthan Agriculture Produce Market Rules 1963 and bylaws made thereunder.
Form - XIII
(See rule 57 A(1))
Application for registration of Contract Farming Buyer

To,

Secretary
Agri. Produce market committee

If we request to register me/us as contract farming buyer and furnish the following particulars:

1. Name of the Applicant
2. Permanent Address
3. Status of the Applicant
   (Individual / Partnership firm/ Company etc.)
4. Details of the farmers with whom the applicant proposes to enter into contract farming agreement in the Mandi Area
   a. Names
   b. Address
   c. Area of land
   d. Village where the land is situated
   e. Tehsil & District
5. Crops for which the applicant proposes to enter into contract farming agreement
6. Other particulars if any
7. Previous Experience of contract farming, if any:

Signature of the Applicant
Form - XIV

(See Rule 57A(4))

CONTRACT FARMING AGREEMENT

THIS AGREEMENT is made and entered into on ____________________________
(day) of ____________________________ (year) between the following parties:
(month) ____________________________

(1) Party of the First Part: (contract farming producer i.e. farmer) or group of farmers
Name / Names
Address

which hereinafter shall, in this agreement, be addressed to as First Party
(which expression unless repugnant to the context or meaning thereof shall mean and include
his/ their successors and assigns also)

(2) Party of the Second Part: - (contract farming buyer i.e. Individual/partnership
firm/ Company/Trust/Cooperative Societies/ HUF, NGO etc.)
Name
Address

which hereinafter shall, in this agreement, be addressed to as Second Party
(which expression, unless repugnant to the context or meaning thereof shall mean and include
its successors, executors, administrators and assigns also)

Whereas the first party is the proprietor of ...............hectares of land bearing survey
no. ............... at village ............... tehsil ............... Distt. ............... and he / they are interested in producing ............... (agriculture
produce) for the second party, and

Whereas the second party is interested in the purchase of the agriculture produce to be
produced as per the Schedule to this agreement and the first party agrees to produce the
agricultural produce as per the Schedule:
NOW IN THE PRESENCE OF THE WITNESSES IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1. The Second party hereby agrees to provide the services to the first party during the period of cultivation and post harvest management, the particulars of which are as under:
   1.
   2.
   3.
   4.

2. The second party shall pay the market fee as mentioned in the Schedule to the market committee when the first party delivers the produce to the second party. The market committee shall collect the market fee as per the Schedule from the second party.

3. The first party agrees to cultivate, produce and deliver the agricultural produce mentioned in the Schedule to the second party and the second party agrees to buy the same from the first party as per the quantity and at the price of the items as mentioned in the Schedule.

4. The agricultural produce, the particulars of which is are mentioned in the Schedule hereto, will be supplied by the first party to the second party between (dates) of (month) of the year .

5. It is expressly agreed between the parties hereto that this agreement is for agricultural produce particulars of which are described in the Schedule hereto and for a period of (months/years) and after the expiration of the same period, this agreement shall come to an end automatically

6. In the event the second party refuses or fails to take the delivery of the contracted produce for his own reasons, the party of the first part will be free to sell the produce in the regulated market and if the price received is lower than the contracted prices, the second party shall pay the amount of difference to the first party within 15 days period from the date of claim of the amount of difference.

7. It is expressly agreed by and between the parties hereto that delivery of the contracted agriculture produce shall be made as per the following schedule and buying slips will be issued by Second party at the time of taking the delivery.

<table>
<thead>
<tr>
<th>Date</th>
<th>Delivery Point</th>
</tr>
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<tbody>
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</table>

8. It is further agreed that it shall be the responsibility of the second party to take delivery of the contracted produce at the delivery point agreed upon, when it is
offered for delivery and if he fails to take the delivery within three days period, the
party of the first part shall be free to sell the contracted agriculture produce in the
regulated market. The difference of contracted amount and the sale proceeds shall
be payable by the second party to the first party.

9. It is further agreed that to maintain the quality of the produce in transit shall be the
responsibility of the second party and the first party shall not be liable for the same.

10. The second party shall pay to the first party, the price mentioned in the Schedule on
delivery of the contracted agricultural produce to the second party after deducting
the outstanding advances, if any, given to the first party by the second party. The
date, mode and place of payment shall be as follows:

<table>
<thead>
<tr>
<th>Date</th>
<th>Mode of payment</th>
<th>Place of Payment</th>
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</table>

11. When the agricultural produce is harvested and delivered to the second party, the
market fee shall be paid by the second party to the market committee as per the
provisions of the Act and rules/Bye-laws made thereunder.

12. The second party agrees to have regular interactions with the contract farming
producer during the period of contract. The second party or its representatives shall
have the right to enter the fields of the first party at its own cost to monitor farming
practices agreed to be adopted.

13. The second party agrees to insure within 15 days of the registration of this
agreement the contracted produces mentioned in Schedule hereto if the insurance
for such produce or crop is available for the period of ______________ against the
risk of losses to the crop due to natural calamities namely abnormal weather
condition, floods, drought, hailstorm, cyclones, earthquakes, fire or other
catastrophes or war etc. which may prevent the fulfillment of the obligation of the
contract farming producer totally or partially.

14. The second party shall not claim the damages or losses from the first party in the
event of the crop of contracted produce is damage by the natural calamities as
mentioned hereinabove.

15. The second party shall have no rights whatsoever as to the title, ownership,
possession of the land of the first party nor shall it, dispossess the first party from
the land nor mortgage, lease, sublease or transfer the land of the first party in any
way to any other person/institution during the continuation of this agreement.

16. Modification, dissolution, termination, cancellation of the contract will be with the
mutual consent of the parties. Such modification, dissolution, termination or
cancellation of the agreement will be communicated to the registering authority
within 15 days of such modification, dissolution, and termination or cancellation.
17. The second party hereby agrees that it shall present the original copy of this agreement to the market committee.

18. If any dispute arises between the parties hereto 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 clause, terms or conditions of this agreement, such dispute shall be referred to the market committee or any other forum, which may be mutually agreed to between the parties, the market committee or the forum thereupon will resolve the dispute within 15 days.

19. Change of address of any of the parties party to this agreement shall be intimated to the other party and to the Registering Authority within 7 days.

20. Both parties hereto will act in good faith, diligently and honestly with each other in the performance of their responsibilities under this agreement and nothing will be done by a party to jeopardize the interest of the other.

21. Both parties shall abide by all the provisions of the Rajasthan Agriculture Produce Market Act and Rules / Bylaws made under and directions issued in this regard by the State Government from time to time.

In witness whereof the parties have signed this agreement on the ___ (day) of ___________________ (month) ___________ (year)
# SCHEDULE

<table>
<thead>
<tr>
<th>S. No</th>
<th>Khasra No.</th>
<th>Area of land</th>
<th>Name of Agriculture Produce</th>
<th>Quantity* of agriculture produce</th>
<th>Specification of the produce</th>
<th>Price of the agriculture produce</th>
<th>Market fee</th>
</tr>
</thead>
</table>

* Quantity may vary by 10% on either side

SIGNED, AND SEALED by
THE FIRST PARTY
1. in the presence of
2. 

SIGNED AND SEALED by
THE SECOND PARTY
1. in the presence of
2. 

- 16 -
Form - XV
(See Rule 51A(3))

Registration Form for Contract Farming Agreement
(To be duly filled and applied on the Applicant's letter head).

To,
The Secretary,
Krishi Upaj Mandi Samiti

We request to register the agreement made and signed for contract farming in prescribed form. The details of the parties to the agreement are as under:

1. Name of the applicant (contract farming buyer): ____________________________
   (Individual/partnership firm/
   Coop. society/Ltd. Company
   (enclose necessary proof)

2. Address of the applicant (contract farming buyer): ____________________________
   Registered Office
   Tel. No.
   Fax No.
   Mobile No.
   E-mail Id.

3. Details of applicants (contract farming buyer) office:

<table>
<thead>
<tr>
<th>Name of Head Proprietor/CEO/MD/ Chairman etc. of the Organization</th>
<th>Address of Regd. Office/Head Office Tel. No./Fax/E-mail</th>
<th>Address of branch office Tel. No./Fax/E-mail</th>
<th>Head of branch office</th>
<th>Signature of the applicant/authorized signatory</th>
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4. Applicant's (contract farming buyer) last two years' balance sheet (enclose copy).

5. Details of bank account
   (enclose last one year's Bank
Statement duly attested by the authorized person of the bank.

6. Name and Address of the contract farming producer:

7. Details of contract farming producers' farm under contract farming.

<table>
<thead>
<tr>
<th>Name of village</th>
<th>Survey no.</th>
<th>Area of the farm in hectares</th>
<th>Tehsil &amp; District</th>
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(enclose duly attested copy of the farm land)

8. Duration of the agreement: From dt. _______ to dt. _______

9. Details of the agriculture produce
   (As given in the Schedule to the agreement): ______________________________________

<table>
<thead>
<tr>
<th>Name of the agriculture produce</th>
<th>Type/Variety of the agriculture produce</th>
<th>Agreed price per kg/MT</th>
<th>Estimated total cost of the produce</th>
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10. Detail of technical/financial assistance to be provided by the contract farming buyer to contract farming producer.

11. Detail of responsibilities of the contract farming producer during the contract period
    (enclose the sheet if required):

12. The system/schedule of payment to be made to contract farming producer during the contract period.
    (add sheets if required):

13. Name of the market committee

14. Rate and amount of Market fee of the agriculture produce under the Agreement

15. Has the contract farming producer taken any advance from the applicant i.e., the contract farming buyer? If so, __________________________
16. Has the applicant i.e., contract farming buyer signed any agreement under contract farming previously? If so, enclose the copy of the agreement.

17. Has any dispute arisen or pending relating to contract farming agreement entered into by the applicant with any market committee of the State? If so, give details of the dispute.

18. Cash deposit receipt for Rs. 10/- (Rs. Ten) as registration fee is enclosed.

Signature of Applicant: ____________________________
(contract farming buyer)

Designation: ____________________________

Seal of the firm/company: ____________________________
Declaration

1. I/we have read the provisions of the Rajasthan Agricultural Produce Market Act, 1961, the Rajasthan Agricultural Produce Market Rules 1963 and the Bye-laws made thereunder and condition of agreement of contract farming and I/we shall abide by the same during the period of the agreement.

2. I/We undertake to comply with the orders/direction/resolution/circular issued by the Govt. of Rajasthan or the Director, Agricultural Marketing from time to time.

3. I/we are aware that in the event of breach of provision of the Act, the Rules, or the Byelaws or the directions of the Government/ Director, the Director has the authority to cancel the registration.

4. I/we undertake to not to carry any activity detrimental to or against the interest of the contract farming producer.

Place: ____________________________

Signature of Applicant: ____________________________

(contract farming buyer)

Date: ____________________________

Name: ____________________________

Address: ____________________________

Seal of the firm/ company
Form XVI

(See rule 57A(10))

REGISTRATION CERTIFICATE

Regd.No. :

Date :

This is to certify that the agreement for contract farming entered into between (1) the contract farming producer Shri _______________ S/o. _______________ R/o _______________ having farm at village _______________ falling under _______________ market committee situated in tehsil: _______________ Dist: _______________ and

(2) the contract farming buyer M/s _______________ (address) at _______________ is registered for production / sale of _______________ (agriculture produce) from dt. _______________ to _______________.

Secretary
Krishi Upaj Mandi Samiti
Form - XVII

(See rule 57A(12))

FORMAT OF REGISTER FOR REGISTRATION OF CONTRACT FARMING AGREEMENT

<table>
<thead>
<tr>
<th>Sr. No</th>
<th>First party (Farmer)</th>
<th>Second party (Purchaser)</th>
<th>Third party (market committee)</th>
<th>Type of agricultural produce</th>
<th>Estimated Qty. of agricultural produce</th>
<th>Period of contract</th>
<th>Estimated value of agricultural produce</th>
<th>Date of agreement</th>
<th>Sign. of registering officer</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td></td>
<td></td>
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</tbody>
</table>

By order of the Governor

(K.C. Verma)
Dy. Secretary
Agri (Gr- ii) Deptt.