

**FORM AA**  
[See rules 4 C(1) and 4D (1)]

**Application for grant of license for private market and farmer consumers market.**

Date:

To,  
The Director of Marketing ,  
Maharashrta State, Pune .

I / We..... (Name).....  
(Address).....  
.....(Phone No.) ..... am / are making an  
application for the grant of License for establishing private market / farmer consumer market .  
The necessary documents as required are enclosed. I am ready and willing to pay the  
necessary license fee of Rs. .... as per rules for obtaining the above mentioned  
license. You are requested to grant the license.

Yours Faithfully,

(Applicant)

The following documents are submitted with this application. Certificate of  
Incorporation or Registration in respect of Company, Co-operative Society, Trust,  
Corporation, Partnership etc.

Memorandum of Association or Articles of Association and operational and working  
guidelines (as applicable).

Names and Address and Telephone number of all the Directors and owners and  
partners etc

Details of infrastructure created with the break up of all the cost including the cost of  
the land in following table (Prof in support of cost should also be enclosed):

Sr. No.	Type of Infrastructure	Estimated Cost (Rs)
1		
2		
3		
4		
5		

Certificate of Chartered Engineer or Executive Engineer, Public Works Department of  
Government of Maharashtra regarding the crow fly distance between the two nearest points or  
the private market and main or sub-yard of the neighboring Market Committees.

Documents relating to land including location map, 7/12 extract, area, title, (In case of leasehold land lease agreement, possession certificate etc.)

Treasury challan in support of having paid the license fee.

Operational and working guidelines as to how private market shall be **conducted** or operated.

A Bank guarantee as provided in rule 4C(4) and 4D(3), undertaking or Affidavit that the applicant shall abide shall the provisions of the Act and rules made thereunder and in case of violation he shall be liable for action including cancellation of license.

Undertaking or Affidavit that the applicant shall abide by all the provisions of the Act and rules made thereunder and in case of violation he shall be liable for action including cancellation of license.

Date :

Place ;

(Applicant)

BANK GUARANTEE FOR LICENSE OF PRIVATE MARKETING

To

The Director of Agricultural Marketing,  
Maharashtra State,  
Pune -411001.

Subject :- Bank Guarantee No....., of Rs..... /- (Rupees only) on behalf of  
Shri/Sou/ M/S ..... for license of Private Marketing.

In consideration of the Director of Agricultural Marketing , Maharashtra State, Pune ( herein after referred to as the Licensor which expression unless repugnant to the context or meaning thereof shall include its legal heirs, successors, administrators, executors or assigns )having granted license under\_Single/Direct/ Private Marketing subject to the provision of the Maharashtra Agricultural Produce Marketing (Development and Regulation) Act,1963 (MAPM ( D & R ) Act ) and Maharashtra Agricultural Produce Marketing (Development and Regulation ) Rules 1967, (MAPM ( D & R )rules ) on various terms and conditions mentioned in the license to Shri/Sou/ M/S .....

(Herein after referred to the as the LICENSEE which expression unless repugnant to the context or meaning thereof shall include its legal heirs, successors, administrators, executors or assigns) Vide No....., dated ..... and the same unequivocally accepted by the Licensee resulting in above mentioned License agreed to provide Bank Guarantee of Rs..... (Rupees ..... only) in favour of the Licensor for the faithful observation of the terms and conditions under the License .

We (Name of the Bank).....(branch address).....  
having  
its head office at (HO address).....

.....  
(Herein after referred to as the Bank which expression unless repugnant to the context or meaning thereof shall include its legal heirs, successors, administrators, executors or assigns) do hereby guarantee and undertake to pay Licensor on demand any and all money payable by the Licensee to the extent Rs.....by D.D./Pay Order payable at Pune favoring The Director of Agricultural Marketing without any demur , reservation contest recourse or protest and / or without reference to the Licensee if any such demand is made by the Licensor on the bank shall be conclusive and binding not withstanding any difference between the Licensor and Licensee or any dispute pending before any court or tribunal or any authority. The Bank undertakes not to revoke this Bank Guarantee during its currency without previous consent of the Licensor and further agrees that the Guarantee herein contained shall continue to be enforceable till the Licensor discharges this guarantee. The Licensor shall have the fullest liberty without effecting this guarantee , to postpone from time to time the exercise of the same at any covenants, contained or implied in the license between the Licensor and the Licensee or any other course of or remedy or security available to the Licensor. The bank shall not be released of its obligations under these presents any exercise by the Licensors of its liberty with refernce to the matters aforesaid or any of them or by reason of any acts of omission or commission on the Licensor by any other matters or things whatsoever which under Law would ,but for this provision, have the effect of relieving the Bank, the Bank also agrees that the Licensor at its option shall be entitled to enforce this guarantee against the bank as principal debtor, in the first instance without proceeding against the Licensee and not withstanding any security or other guarantee that the Licensor may have in relation to the Liabilities of the Licensee.

The bank further agrees with the Licensor, that the Licensor shall have the full liberty, without our consent and affecting in any manner our obligations here under to vary

any of the terms and conditions of the said license or to the extent time for regularizing the defaults in the terms and conditions of the license, from time to time or postpone for any time or from time to time any of the powers exercise by the Licensors against the said Licensee and to forbear or enforce any of the terms and conditions relating to the said license and we shall not be relieved from our liability by reasons of any variations or extensions being granted by the said licensor to the said Licensee or any such matter or thing whatsoever which, under the law relating to sureties would , but for this provision, have effect of so relieving us.

The Bank will not be discharged from its liabilities, due to merger, liquidation or change in the constitution of the bank, due to Govt. and / or Reserve Bank of India Policy or change in the constitution of the Licensee.

The Bank lastly undertakes not to revoke this guarantee during its currency except with the previous consent of the Licensor in writing .

1. Notwithstanding anything contained herein above our liabilities under this Guarantee is restricted to a sum of Rs..... (Rupees .....only )

2. Guarantee shall remain valid till ..... it is also agreed by the Bank that the Licensor has right to invoke the Guarantee on or before three months( grace period ) after the above validity date and Bank undertakes to act according to instruction of the Licensor.

Place :

Date :

Stamp and Signatue of official  
Name & Designation

Seal of Bank

(To be given on Letterhead of the bank)

**SOLVENCY CERTIFICATE**

This is to Certify that, Shri / Sou / Messers -----  
---(Business Address) -----  
-----is doing banking business  
with our band since ----- years in our opinion, considering all his / her its assets, he  
she it is solvent to the extent of -----(Rupees-----)  
This certificate is given to him / her / its on specific demand to that extent.

Place :

Date : (Signature of Authorized Officials)

Name :

Designation

(Seal of the bank)

## Declaration

- 1) I/We agree to abide by the Maharashtra Agricultural Produce Marketing (Development and Regulation) Act, 1963 and the rules made there under and amendments made to it from time to time and the directions and orders issued by the Director of Marketing, from time to time
- 2) I/We agree to keep all the necessary records and information about the functioning of our business and to co-operate to produce whatever information and documents will be asked for inspection by appropriate authority.
- 3) I/We agree to pay whatever charges or fees or amounts liable and due from me legally.
- 4) I/We agree to avoid business with persons doing illegal business and will co-operative in taking legal action against such persons.

### **Signature of Applicant.**

- 1) Name :  
Address :  
Signature :
  
- 2) Name :  
Address :  
Signature :