

U.P. Tendu Patta (Vyapar Viniyaman)
*Niyamawali, 1972**

In exercise of the powers under Section 18 of the Uttar Pradesh Tendu Patta (Vyapar Viniyaman) Adhyadesh, 1972 the Governor is pleased to make the following rules:

1. **Short title and commencement.**- (1) These rules may be called the Uttar Pradesh Tendu Patta (Vyapar Viniyaman) Niyamawali, 1972.

(2) These rules shall come into force with effect from such date as the State Government may, by notification in the Gazette, direct.

Date of enforcement: The Rules come into Force W.e.f. 4-4-1972 vide Noti. No. 1903 (3)/ XIV-2-70-72 dated 4-4-1972 (1972 LLT-V-189).

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

- (1) "*Ordinance*" means the Uttar Pradesh Tendu Patta (Vyapar Viniyaman) Adhyadesh, 1972;
- (2) "*Committee*" means the Advisory Committee constituted as such under Section 6 of the Ordinance;
- (3) "*Chairman*" means the Chairman of the Committee appointed as such under sub-rule (1) of Rule 5 of these rules;
- (4) "*Convener*" means the convener of the Committee appointed as such under sub-rule (1) of Rule 5 of these rules;
- (5) "*Divisional Forest Officer*" means the Forest Officer-in-charge of a "Forest Division";
- (6) "*Exporter of tendu leaves*" means a person who exports *tendu* leaves outside Uttar Pradesh for his own use or sells *tendu* leaves to another person carrying on trade in *tendu* leaves at a place outside Uttar Pradesh;
- (7) "*manufacturer of bidis*" includes a person manufacturing *bidis* through mazdoors by advancing to them either *tendu* leaves or tobacco or both;
- (8) "*form*" means a form appended to these rules;
- (9) "*purchaser*" means a person to whom *tendu* leaves have been sold by the State Government under Section 13;
- (10) "*section*" means a section of the Ordinance;
- (11) "*standard bag*" means a bag containing 1,000 standard gaddis of *tendu* leaves and where the standard gaddis are not bagged, reference to standard bag shall be construed as a reference to 1,000 standard gaddis or 50,000 leaves;
- (12) "*standard gaddi*" means a bundle containing 50 *tendu* leaves;
- (13) "*transport permit*" means a permit issued under clause (c) (iii) of Section 5 for transport of *tendu* leaves;
- (14) all other words and expressions used in these rules but not defined therein, shall have respectively the same meaning as is assigned to them in the Ordinance.

3. **Appointment of Agent.**- (1) To appoint agent for unit under sub-section (1) of section 4, the State Government shall publish a notice in the Gazette, and in such other manner as it may think fit, giving terms and conditions of agency and inviting applications for such appointment.

(2) The application for agency shall be in Form 'A' which may be had from the office of any Divisional Forest Officer on payment of rupee one for each form.

(3) An unrefundable fee of Rs. 10.00 (ten) shall be paid for each application for Agency. The amount shall be payable to the account of the Division in which the unit is situated in accordance with the Standing Order for acceptance of money by the Forest Department.

(4) (i) The application for agency, complete in all respects, accompanied by the prescribed application fee shall be submitted to such authority, by such date, and in such manner as may be specified in the aforesaid notice.

* Vide Noti. No. 22(4)-2/XIV-B-67, dated March 17, 1972, published in U.P. Gazette, dated 17th March, 1972, pp 29-54.

(ii) Any person applying on behalf of another person or as a partner of a firm shall enclose a copy of the power-of-attorney executed by such person empowering him to act on his behalf or as the case may be, the certificate of registration of the firm of which he claims to be a partner, with the application and produce the original thereof before the Divisional Forest Officer.

(iii) The applicant shall not withdraw his application till orders of the competent authority accepting or rejecting his application are passed or another person is appointed as agent for that Unit. Breach of this provision will entail forfeiture of the security deposit prescribed by sub-rule (5).

(5) (i) Every such application shall be accompanied by a Treasury challan showing a cash deposit of Rs. 500.00 (five hundred) by the applicant under the head "Revenue Deposit" in the name of the Divisional Forest Officer as security deposit, challan for making the deposit may be obtained from the Divisional Forest Officer concerned.

(ii) In addition to the security deposit mentioned in clause (i) the applicant shall either deposit in cash an additional sum equivalent to the security deposit or furnish and enclose a surety bond of the amount specified in the aforesaid notice issued under sub-rule (1).

(6) The State Government may accept or reject any application without assigning any reason therefor. The security deposit shall be refunded to the applicant whose application is rejected. The security deposit of the applicant appointed as an agent shall, subject to the provisions under sub-rule (9), be adjusted towards the security deposit required under sub-rule (10).

(7) If in the opinion of the State Government, it is not possible to select suitable agents for the purpose out of the persons who had applied for the appointment as agent, or where an agency is terminated and there is not sufficient time for calling fresh applications, the State Government may appoint any person as agent who in their opinion is suitable for the work.

(8) The person to be appointed as agent shall furnish a declaration in Form 'B'.

(9) (i) On appointment as an agent the person so appointed shall execute an agreement in Form 'C' within fifteen days of the receipt of the order of appointment, failing which the appointment shall be liable to be cancelled and on such cancellation-

(a) the security deposit shall be forfeited; and

(b) the agent shall be liable to pay the loss if any, incurred by the State Government as a result of cancellation of the appointment. The loss will be a sum to be calculated as under.

A = Loss to State Government.

B = The difference of the number of standard bags notified for the unit and the number of standard bags which are collected and delivered.

Y = Purchase-rate per standard bag accepted by the State Government for the unit under Rule 9.

Z = Cost of collection per standard bag as may be determined by the State Government for the unit.

$A = B [Y-Z]$

i.e., the difference between aforesaid purchase-price per standard bag and the aforesaid cost of collection per standard bag multiplied by the number of bags which are collected and delivered short of the number notified for the unit.

(ii) The order of appointment of an agent shall either be delivered personally or communicated by registered post.

(iii) The loss determined under clause (i) shall be recoverable from the agent of his Security as arrears of land revenue.

¹[(10) (i) The agent so appointed for a particular Unit shall, before signing the agreement, deposit as security for the proper exclusion and performance of the agency in accordance with the terms and conditions of the agreement and the provisions of the Ordinance and these rules, a minimum sum to be calculated as under :

X = Number of standard bags of *tendu* leaves mentioned against the unit in the notice under sub-rule (1) or subsequently fixed by the Government or an officer authorised by it.

Y = Purchase-rate per standard bag accepted by the State Government for the unit under Rule 9.

Z = Cost of collection per standard bag determined by the State Government for the unit.

A = Security Deposit.

$$A = \frac{X(Y-Z)-10}{100}$$

i.e., 10 per cent of the difference between the aforesaid purchase rate per bag and the aforesaid cost of collection per bag, multiplied by the aforesaid number of bags.

The sum calculated as above shall be indicated in the order of appointment.]

(ii) This security deposit will be in the shape of revenue deposit in the name of the Divisional Forest Officer concerned either in cash or in Post Office Cash Certificate, National Saving Certificate, 10 years Treasury Saving Deposit Certificate, 12 years National Saving Certificate, 10 years Defence Deposit Certificate or 12 years National Defence Certificate at surrender value, or in the other form of Government security recognised for the purpose of small Saving Schemes pledged to the Divisional Forest Officer concerned.

(iii) The security deposit shall, either wholly or in part, as the case may be adjusted by the Divisional Forest Officer towards the recovery, if any, of the deduction made for short collection of leaves, compensation, damages and any other dues which may be recoverable under the provision of the agreement, these rules and the Ordinance, and if ordered by the Divisional Forest Officer in writing, all such deductions shall have to be made good by the agent by the deposit of an equivalent amount within fifteen days of the receipt of the notice to that effect.

(iv) If the dues to be recovered exceed the amount of the security deposit, the amount in excess shall, unless shall, be made good within fifteen days from the date of receipt of the Divisional Forest Officer's notice to that effect, be recoverable as arrears of land revenue.

(v) The security deposit or the balance, as the case may be, shall be refunded to the agent when the Divisional Forest Officer, is satisfied that all the obligations and formalities on the part of the agent under the terms of the agreement and the provisions of these rules and the Ordinance have been duly complied with and no amount is due against him.

(11) (i) The agent shall purchase *tendu* leaves from persons mentioned in sub-clauses (iii), (iv) and (v) of clause (d) of section 2, and unless otherwise directed collected *tendu* leaves from the land of the State Government or Gaon Sabha or other local authority at the depot opened by him or ordered to be opened by the Divisional Forest Officer in accordance with the provisions of the Ordinance, these rules and the agreement. The Divisional Forest Officer may from time to time give him appropriate directions in this behalf not inconsistent with the provisions of the Ordinance, the rules and the agreement.

(ii) Unless ordered by the Divisional Forest Officer in writing or an officer authorised by him, in writing, the agent shall not slacken or stop the work of collection in any of the depots within the unit.

- (12) Subject and to the extent of the orders of the Divisional Forest Officer in writing for either withholding or for delivery to another person the specified quantity of leaves from specified depots, the agent shall deliver, immediately or as and in the manner ordered by the Divisional Forest Officer *Tendu* leaves purchased or collected by him, to the purchaser appointed for the unit :

Provided that the quantity withheld or ordered to be delivered to the person other than the purchaser shall not ordinarily exceed 10 per cent of the quantity notified for collection by the agent.

- (13) The agent shall maintain such account and submit such periodical return to the Divisional Forest Officer or any other officer authorised by the Divisional Forest Officer, as may be directed by the Divisional Forest Officer.
- (14) The agent shall furnish, a list of persons employed by him within the unit immediately as and when employment is made and all such persons as are object to the Divisional Forest Officer shall be forthwith removed from employment by the agent.
- (15) If agent during the period of agency has duly observed and performed all the terms and conditions of the agency to the satisfaction of the State Government and if the State Government is satisfied that he has done his best to collect maximum quantity of leaves from the unit, it may grant to the agent yearly renewal of agency for a period to be fixed by the State Government on such terms and conditions as may be decided upon each year.
- (16) Applicants from agency having previous experience of less than an year of the trade of *tenduleaves* will be required to deposit double the security required by the rules.
- (17) The agent shall be advanced such money for the performance of agency as may be directed by the State Government from time to time.

²**[3A. Collection of Tendu leaves [Section 5-A].** - (1) Notwithstanding anything contained in Rule 3, a person who has been appointed a purchaser as per provision of Rule 9 may be issued a permit in Form "Q" by the Divisional Forest Officer authorising him to collect *tendu* leaves from the grower(s) of the particular unit of which he is a purchaser. The permit will contain the name of the purchaser, the names of all growers of *tendu* leaves in the unit and estimated quantity of leaves to be collected. This said purchaser shall collect *tendu* leaves from the growers directly on the payment of price thereof of the State Government as offered/bid for the unit in this tender/auction, in the manner agreed to under Form 'R' and the tenure-holders, mortgagees, tenants, lessees, receivers and other holders as notified by the State Government under section 7 of the Act. The said purchaser shall also pay to such persons as are engaged in the collection of leaves, such collection charges as may have been notified in the official Gazette. He shall not be entitled to payment of any amount by way of commission or otherwise for the collection of *tendu* leaves.

(2) The said purchase shall be deemed to be in agent for the purposes of clauses (a) and (b) of sub-section (1) of Section 5 of the Act.]

³**[4- Transport permit. [Section 5 (c) (1)].**- Transport permits shall be of the following four types and shall be issued by officers and/or persons mentioned against each of them :

	<i>Type of transport permit</i>	<i>Authority to issue permit</i>
(i)	For transport from collection depot to storage godown :	
	(a) Main permit, Form T.P.I. (Main)	Divisional Forest Officer or an officer authorised by him in writing.
	(b) Subsidiary permit Form T.P.I. (Subsidiary) up to the extent of quantity mentioned in the main permit.	Divisional Forest Officer or any officer and/or person authorised by the Divisional Forest Officer in writing.
(ii)	For transport from one storage godown to another or to distribution centre, Form T.P. 2.	Divisional Forest Officer or any officer and/or person authorised by the Divisional Forest Officer in writing up to a specified quantity and period.
(iii)	For transport from distribution centre to Sattadars or Mazdoors, Form T.P.3.	Divisional Forest Officer or any person authorised by the Divisional Forest Officer in writing specifying the maximum quantity to be transported in each consignment.

4[(iv)	For transport outside the State or transport to any area in the State to which the Act does not apply from any area in the State to which the Act applies, Form T.P. 4.	Divisional Forest Officer or any officer not below the rank of Assistant Conservator of Forests authorised by Divisional Forest Officer in writing.]
(v)	For transport inside the State from an area outside the State or for transport to any area in the State to which the Act applies from any area in the State to which the Act does not apply, Form T.P.5.	Divisional Forest Officer or any officer not below the rank of Assistant Conservator of Forests authorised by the Divisional Forest Officer in writing.
(vi)	For transport to any place outside the State or outside the area to which the Act applies from another place outside the State or outside area to which the Act applies through the State or the area to which the Act applies, Form T.P. 6.	Divisional Forest Officer or any officer not below the rank of Assistant Conservator of Forests authorised by the Divisional Forest Officer in writing :
		Provided that the Divisional Forest Officer if he has reason to believe that the officer or person authorised by him to issue permit is not suitable, shall forthwith cancel authorization.

(2) A fee of Rs. 3 Per standard bag of tendu leaves shall be payable by the person applying for the permit, for issue of Perinit in Forms T.P. 5 and T.P. 6, No fees shall be payable for other types of perinitis.

(3) Application for issue of transport permit of any of the aforesaid types shall be made in Form "D" and shall be submitted to the Divisional Forest Officer who shall issue the permit or shall authorise an officer or person to issue the permit :

Provided that in case of application for transport permits of first four types mentioned in sub-rule (1) above, the Divisional Forest Officer, if he has reason to believe that the leaves in respect of which the application has been made, have not been purchased from the State Government or its officer or agent, may after giving the applicant such opportunity of being heard as he may in the circumstances deem fit, reject such application by an order in writing, recording the reasons for such rejection.

provided further that in case of application for transport permit in Forms T.P. 5 and T.P. 6 the Divisional Forest Officer, if he has reason to believe that the leaves in respect of which the application has been made may be used for purposes other than those mentioned in the application may after giving the applicant such opportunity of being heard as he may in the circumstances deem fit, reject such application by an order in writing, recording the reasons for such rejection.

- (4) All types of transport permits shall be subject to the following conditions :
- Each consignment of *tendu* leaves during movement by any mode of transport by road, rail, water or air, shall be accompanied by a transport permit of the concerned type.
 - The leaves shall be transported only by the route specified in the permit and shall be produced for checking at such place as may be specified therein.
 - Except with the permission in writing of the Divisional Forest Officer or an officer authorised by him in this behalf, the leaves shall not be transported at any time after sunset and before sunrise.
 - The permit shall be valid for such period as may be specified therein.
 - The transport permit will be liable to be cancelled by the Divisional Forest Officer if he has reason to believe that it has been misused or is likely to be misused.
 - All transport permits after transporting leaves or after expiry of the period mentioned therein, whichever is earlier, shall be returned within a fortnight to the nearest Divisional Forest Officer or to the Range Officer.
- (5) Permits for sale and purchase of *tendu* leaves of the following description shall be issued by the authority and on payment of fees by the person making the application as given against them:

Sl No.	Description of sale or purchase of <i>tendu</i> leaves	Authority to issue permit and fees to be paid by the person making application
1	Sale by any person who had purchased <i>tendu</i> leaves in the year 1971. or earlier, of such leaves to any person other than the State Government, Officer or Agent and purchase of such leaves by any person: Provided that the Divisional Forest Officer, if he has reason to believe that the leaves in respect of which the application had been made do not pertain to the year 1971 or earlier, may after giving the applicant such opportunity of being heard as he may deem fit may reject such application by an order in writing, recording the reasons for such rejection: Provided further that the purchaser should be either the manufacturers of bidis or exporter of <i>tendu</i> leaves.	Divisional Forest Officer. Free
2	Sale by person who has purchased leaves form the state Government Officer or Agent within Uttar Pradesh of <i>tendu</i> leaves, Which he had been unable to utilise in the manufacture of bidis within Uttar Pradesh or as the case may be, to export outside Uttar Pradesh:	Divisional Forest Officer. Rs. 3 per standard bag.

Provided that the Divisional Forest Officer, if he has reason to believe that the leaves in respect of which the application has been made could not be utilized for the purpose within Uttar Pradesh or, as the case may be, exported outside Uttar Pradesh due to circumstances not beyond the control of the applicant, may, after giving the applicant such opportunity of being heard as he may deem fit, reject such application by an order in writing recording the reasons for such rejection.

(6) The application for sale or purchase for *tendu* leaves under the aforesaid sub-rule shall be submitted to the Divisional Forest Officer concerned in Form 'O' and the permit for such sale or purchase shall be issued in Form 'P'.]

5. **Procedure for conducting business of the Committee [Section 6 (3)].-** (1) The State Government shall, subject to the provisions of Section 6, publish the names of the members of the committee of each Revenue Commissioner's Division, constituted under the said section appointing one member as its Chairman and another as Convener.
- The Committee shall hold its meeting at the headquarters of the Revenue Commissioner of the Division for which it is constituted.
 - Every meeting of the Committee, shall be presided over by the Chairman and in his absence by the Convener. If both the Chairman and the Convener are absent, the members present shall elect one of the members present as the Chairman and hold the meeting.

- (4) The Convener shall fix the date, time and place of meeting of the Committee and intimate the same in writing to all the members of the Committee. The acknowledgement of all the members of having received the intimation shall be kept on record.
- (5) Four members of the Committee shall constitute the quorum.
- (6) The proceedings of the meeting shall be prepared in Hindi written in Devanagiri script so as to clearly bring out the Committee's recommendations regarding the fair and reasonable price at which *tendu* leaves may be purchased from the growers other than the State Government, Gaon Sabha, or other local authority and also its advice on such other matters including the labour rules to be paid to the labourers in connection with the collection of *tendu* leaves by agents or other agencies as may be referred to it by the State Government.
- (7) The proceedings shall be approved by the person presiding over the meeting and his approval shall be taken as final proof of the authenticity of the Committee's recommendations.
- (8) The Committee's advice shall be conveyed to State Government through the proceedings of the meetings, which shall be sent so as to reach the Secretary to the Government, Forest Department by the 15th December or such other date as the State Government may fix for a particular calendar year. The State Government may, however, in a special case allow a Committee such further time as may be considered proper. The request for further time on behalf of a Committee should be made well in advance by the Convener.
- (9) Prices fixed under section 7 shall be published in both Hindi and English in the Gazette and if deemed necessary in such newspapers also having circulation in the revenue division concerned, as may be decided by the Conservator of Forests concerned.

6. **Regulation of growers [Section 9 (1)].-** (1) Every grower of *tendu* leaves other than the State Government, or Gaon Sabha or other local authority, shall if the quantity of leaves grown by him during a year is likely to exceed one standard bag, get himself registered under sub-section (1) of Section 9.

- (2) An application for registration as grower shall be in Form 'E' and be filed before the Range Officer within whose jurisdiction the grower's land on which *tendu* plants grow, is situate. The Range Officer, after due verification shall forward the application within 30 days of its receipt to the Divisional Forest Officer, who, after making such enquiry as he may deem necessary may issue a certificate in Form 'F' or reject the application after recording reasons therefor.
- (3) The certificate of registration once issued shall be valid till the time it is cancelled or modified by the Divisional Forest Officer for reasons to be recorded by him in writing or till the time the holder is in possession of the land in respect of which the certificate of registration has been obtained whichever is earlier.
- (4) If a certificate is lost or is mutilated, a certified copy of the same can be obtained from the Divisional Forest Officer on payment of rupee one for each copy.
- (5) The aforesaid certificate shall be produced at the depot while offering leaves for sale and the person authorised to purchase leaves of grower shall make the entry of the quantity of leaves purchased by him.
- (6) If so required by the Divisional Forest Officer every grower of *tendu* leaves holding a certificate of registration shall furnish by 15th July each year, an account of total quantity of *tendu* leaves in standard bags collected by him and its disposal during the plucking season ending on the 30th June in the form specified by the Divisional Forest Officer. In the event of failure to submit the above account by the specified date, the certificate of registration may be cancelled.

7. **Procedure of enquiry about rejected *tendu* leaves and guiding principles for determination of compensation [Section 8 (3) and 8 (4)].-** (1) On receipt of a complaint under sub-section (2) of Section 8, the officer holding the enquiry shall, as soon as possible, intimate the place, date and time fixed for holding the enquiry to the person concerned.

- (2) On the date fixed or on any subsequent date to which the enquiry may be adjourned, such officer shall, after hearing person or his duly authorised representative who may appear before him and after making such further enquiry as he may deem necessary, pass such orders in terms of sub-section (3) or (4) of Section 8 as he deems fit.
- (3) If the person, as the case may be, does not appear personally or through his duly authorised representative, the Enquiry Officer shall take decision *ex parte* after making such inquiry as he may deem necessary :

Provided that if the Enquiry Officer is satisfied that the non-appearance of the person concerned was for sufficient cause, he may after such further enquiry, as he may deem fit, pass suitable order in supersession of the ex parte order.

- (4) The Enquiry Officer shall pass final orders within fifteen days of receipt of the complaint.
- (5) In case, *tendu* leaves offered for sale are rejected by the agent, he shall pay the compensation to the grower concerned in accordance with the orders of the Enquiry Officer and in case, *tendu* leaves offered for sale are rejected by an officer authorised by the State Government, the State Government shall pay the compensation to the grower concerned.
- (6) The guiding principles for determining the compensation to be paid under clause (a) or (b) of sub-section (3) of Section 8 shall be based on the following considerations :
 - (a) Enquiry Officer shall exercise his discretion in a just and equitable manner and it will be his bounden duty to ensure that there is no discrimination between the growers on any grounds whatsoever;
 - (b) the nature and extent of harassment caused to the grower;
 - (c) the expenses incurred by the grower in transporting *tendu* leaves; and
 - (d) any other loss caused to the grower in this connection for reasons beyond his control.

⁵**[8. Registration of manufacturers of bidis and/or exporters of tendu leaves.** - (1) The manufacturer of *bidis* and/or exporter of *tendu* leaves shall be registered in the manner hereinafter provided after payment of an annual registration fee of Rs. 50.00 [fifty rupees].

Note. - Labourer manufacturing *bidis* are exempted from paying the above registration fee of Rs. 50.00 [fifty rupees] with the conditions that the labourer will keep only one standard bag of *tendu* leaves with him and will procure receipt for the purchase of the same and will produce the same on demand by a forest officer].

- (2) An application for registration under sub-section (2) of section 9 shall be in Form 'G' and shall be filed before the Divisional Forest Officer within whose jurisdiction the manufacturer of *bidis* and/or exporter of *tendu* leaves resides, or his principal place of business is situate. If the manufacturer of the exporter resides outside the State, he may submit application to any Divisional Forest Officer whose jurisdiction falls in any of the areas notified under section 1(3) of the Adhyadesh. The applicant shall mention the calendar year for which registration is desired. The annual registration fee shall be deposited in advance and receipt/challan of the amount having been deposited shall be enclosed with the application for registration. The Divisional Forest Officer may, after making such enquiry as he deems necessary, issue a certificate of registration in Form 'H' or reject the application after recording reasons therefor.
- (3) The registration shall be valid for the year which the certificate of registration is issued.
- (4) Every registered manufacturer of *bidis* and/or exporter of *tendu* leaves shall maintain a register of account for *tendu* leaves in Form T. He shall submit to the Divisional Forest Officer two returns of stock in Form 'J' one on the 31st March and the other on the 30th September each year.

- (5) On receipt of certificate of registration issued by the Divisional Forest Officer under sub-rule (2), every manufacturer of *bidis* and/or exporter of *tendu* leaves shall furnish a declaration in Form 'K' to the Divisional Forest Officer by 31st March or such other date as may be specified by the State Government.
- (6) If a certificate is lost or is mutilated, a certified copy of the same can be obtained from the Divisional Forest Officer on payment of Rs. 5.00 (five) for each copy.
- (7) The certificate of registration of a manufacturer of *bidis* and/or an exporter of *tendu* leaves who has been punished under section 13 of the Ordinance or whose agreement has been terminated for committing any breach of the provisions of the Ordinance, these rules or the conditions of any agreement entered into with the State Government shall be liable to be cancelled by the Conservator of Forests and he may be refused registration for such further period as he deemed proper but not exceeding three years.
- ⁶[(8) Every manufacturer of *bidis* and/or exporter shall submit the application for registration after getting the permanent address as written therein verified by the Revenue Authorities not below the rank of Naib Tehsildar].

9. **Disposal of tendu leaves [Section 10].-** (1) Tendu leaves purchased or likely to be purchased from persons mentioned in sub-clauses (iii), (iv), (v), and (vi) of clause (d) of Section 2 and collected or likely to be collected from land of the State Government or the land, for the time being vested in and held by a Gaon Sabha and other local authority, by the State Government or by its officer or agent shall ordinarily be sold or otherwise disposed off by tender on such terms and conditions as are specified in the tender notice issued by the State Government and in the tender form.

⁷[(2) The tender notice shall be advertised in newspaper and in such other manner as the State Government may deem fit inviting sealed tenders from persons registered under sub-section (2) of Section 9 of the Act and desirous of purchasing *tendu* leaves on the terms and conditions specified in the aforesaid tender notice and form of tender.

(3) The tender Form (Form 'N' or Form 'S' as the case may be) shall be available from the officer of the Divisional Forest Officer of the territorial division on payment of Rs. 25 for each form].

(4) Unless otherwise specified there shall be separate tender for each unit and every tender must be submitted to such authority and in such manner and on such date as may be specified in the tender notice.

⁸[(5) Every tender shall be accompanied by the treasury challan showing each deposit under the head "Revenue Deposit" or a demand draft in favour of Conservator of Forests/Divisional Forest Officer concerned or any branch of State Bank of India or nationalised bank, equal to an amount specified in the tender notice to be deposited as earnest money. Treasury challan for making revenue deposit may be obtained from the Divisional Forest Officer concerned].

- (6) The State Government may accept or reject all or any of the tenders so received without assigning any reason therefor. Earnest money deposited shall, in case of an unsuccessful tenderer, be refunded to him, and in case of a successful tender, it shall, subject to the provisions of sub-rule (10) be adjusted towards the deposit of security required by sub-rule (11).
- (7) If the tenders received for a unit is not considered acceptable, the State Government may appoint as purchaser for such unit any person on such terms and conditions as may be mutually agreed, and such appointment need not be limited to persons who have submitted tenders for such unit. All the rules applicable to a successful tenderer shall apply *mutatis mutandis* to person appointed as purchaser under this sub-rule.
- (8) Notwithstanding anything contained in the foregoing provisions the State Government may sell or otherwise dispose of *tendu* leaves collected or likely to be collected by it or by its officers or agents by auction on such terms and conditions as may be decided by it.
- (9) The successful tenderer or successful bidder, as the case may be, shall be appointed as purchaser for the particular unit and the entire quantity of *tendu* leaves collected or likely to be collected from such unit or such lesser quantity out of it, as may be offered to him by the State Government, its officer or agent in such unit, shall be purchased by him in such manner and on such terms and conditions as may be specified in the agreement to be executed by such purchaser under sub-rule (10).
- ⁹[(10) The purchaser on being so appointed shall execute an agreement in Form 'M' or Form 'R' as the case may be, within 15 days of the receipt of the order of appointment, failing which the appointment shall be liable to be cancelled and on such cancellation, the amount deposited as earnest money shall be forfeited. In adding, the purchaser whose appointment has been cancelled shall bear the loss, if any, suffered by the State Government in the disposal of *tendu* leaves of the unit and his loss be recoverable from him or his surety as arrears to land revenue.]
- (11) (i) Immediately after opening of the tenders or completion of the bids, as the case may be, the successful tenderer/bidder shall furnish a security not less than 30% of the tendered/bid amount and then the Divisional Forest Officer will recommend him for appointment as purchaser to the Conservator of Forests who shall consider the recommendation and pass final orders. Any amount earlier deposited by such tenderer/bidder as earnest money or otherwise shall be adjusted against the security.
- (ii) The security deposit shall be in the shape of revenue deposit in cash or Post Office Cash Certificate, National Savings Certificate, 10 Years Treasury Saving Deposit Certificate or 12-Years National Savings Defence Certificate at surrender value or in other form of Government security recognised for the purpose of Small Savings Scheme pledged to the Divisional Forest Officer concerned.
- (iii) The security deposit, either wholly or in part, as the case may be shall be adjusted by the Divisional Forest Officer towards the amount if any, recoverable from the purchaser under the provisions of the agreement, rules and the Ordinance and all such deductions shall have to be made good by the purchaser by the deposit of an equivalent amount within 15 days of the receipt of the notice to that effect.

(iv) If the dues to be recovered from the purchaser exceed the amount of the security deposit, the amount in excess, shall, unless made good within 15 days from the date of receipt of Divisional Forest Officer's notice to that effect, be recoverable as arrears of land revenue.

(v) The security deposit or the balance, as the case may be, shall be refunded to the purchaser after the expiry of the agreement.

(vi) In addition to the security deposit mentioned above, the purchaser shall furnish a surety bond to the extent of four times of the cash security deposit as above.

(12) The purchaser shall take delivery of *tendu* leaves at the collection centre or at such other place as are specified in the purchaser's agreement or are limited by the Divisional Forest Officer in writing from time to time during the currency of the purchaser's agreement.

¹⁰[(13) The purchaser, if he desires to consume leaves within the forest division and/or removes the leaves delivered to him outside the forest division immediately or at any time before the 10th June, shall at the time of delivery pay the purchase-price in full for the quantity of leaves delivered to him, calculated at the rate specified in the purchaser's agreement. If the purchaser agrees in writing to keep the delivery of leaves, within the forest division under his supervision and risk but under the custody and control of the Divisional Forest Officer, he may, at the time of delivery of leaves pay only such part of the purchase price of the delivered leaves as may be specified in the purchaser's agreement. The balance of the purchase-price may be paid in instalments on dates specified in the purchaser's agreement or on any earlier date before the leaves or removed outside the forest division or are delivered to be consumed within the forest division. In no case the purchaser shall be allowed to remove all the leaves unless full price in respect thereof has been paid].

(14) The purchaser shall maintain such account and submit periodical returns on such dates as may be specified in the agreement.

(15) The purchaser shall furnish a list of persons employed by him within the unit and all such persons as are objected to by the Divisional Forest Officer shall be removed from employment by the purchaser.

¹¹[(16) The Conservator of Forests may, if he is satisfied that the purchaser on account of sufficient and sound reasons is unable to carry on the work, transfer the contract at the request of the original purchaser to a new purchaser who will execute a fresh agreement in the Form 'R' and deposit a fresh security which will be equal to double the amount of security deposited by the original purchaser],

10. **Certificate of sale.**- The State Government or its officer or the Agent who sells or delivers leave to the purchaser shall grant to him a certificate of sale in Form 'L'. Any person who claims to have purchased leaves from the State Government under Section 10 shall be required to produce such certificate of sale in support of his claim, failing which the claim shall not be accepted.

produce such certificate of sale in support of his claim, failing which his claim shall not be accepted.

FORM 'A'

[See Rule 3(2)]

Application for Appointment as Agent

1. Applicant's name and his father's name in full (in case of firm, give names of partners and of persons holding power of attorney to act on behalf of the firm
2. Profession
3. Full address
4. Place of business
5. Previous experience, if any, in *Tendu* Leaves and the area of operation
6. The quality of *Tendu* leaves collected and traded in during the last three years (to be shown separately for each year and for each area of operation)
7. Financial status with details of person property, annual payment of income-tax and nay other relevant evidence regarding financial status
8. Unit for which agency is applied for
9. Proof fo payment of application fee
10. Proof of payment of advance security deposit of Rs. 500/- Rs. 1,000/- as the case may be in accordance with Rule 3(5)

Declaration

I/We herebydeclare that I/We have read and understood all the provisions of the Uttar Pradesh *Tendu* Patta (Vyapar Viniyaman) Adhyadesh, 1927, and the rules made therunder and the conditions of agency mentioned in the notice issued under Rule 3(1) and I/We agree to abide by the same. I/We have personally inspected the unit No if I/We am/are appointed as agent for the unit mentioned above, I/We undertake to purchase from growers and collect from lands of State Government and Gaon Sabha and deliver a quantity of *Tendu* leaves on both coants, which shall not be less than standard bags as mentioned in the notice. I/We shall execute the agreement with the State Government. In Form 'C' within fifteen days from the dae of receipt of the order of appointment.

Witnesses:

1.
2.

.....
Signature of the Applicant.

[FORM C] UP TENDU PATTI (VYAPAR VINIYAMAN) NIYAMAWALI, 1972

FORM 'B'
[See Rule 3(8)]

I/We -----herby declare that I/We have read and understood all the provisions of Uttar Pradesh *Tendu* Patta (Vyapar Viniyaman) Ashyadesh, 1972 and the rules made there under, and the conditions of the agency mentioned in the notice, issued under Rule 3(1) of the said rules and I/We agree to abide by the same. I/We have personally inspected unit No.....I/We undertake to purchase from growers and collect from lands of the State Government and Goan Sabha and deliver a quantity of *Tendu* leaves on both counts which shall not be less thanstandard bags.

Witnesses-

- 1
- 2

.....
Signature of the Agent

FORM 'C'
[See Rule 3(9)]

This Agreement made, this theday of between the Governor of Uttar Pradesh (hereinafter called the 'Government which expression shall include his successors, representatives and assignees) of the one part and Shri/Messrs.....son of Police Station.....District..... (hereinafter called the 'Agent' which expression shall include his heirs, successors, representatives and assignees) of the other part.

Whereas trading in *Tendu* Patta (Vyapar Viniyaman) Adhyadesh, 1972 and the rules made thereunder;

And whereas the Government have at the request of the Agent agreed to appoint him as an Agent of Unit No.on the terms and conditions hereinafter appearing;

Now these presents witness and the parties hereto hereby mutually agree as follows:

- 1. The Government hereby appoint Shri/Messrs..... as their Agent for the purposes mentioned herein in Unit No.....more fully described in Schedule A and shown in the map annexed hereto (hereinafter referred to as the Unit).
- 2. This agreement shall remain in force from..... tounless earlier determined by the Government in accordance with the terms and conditions of these presents.
- 3. The provisions of Uttar Pradesh *Tendu* Patta (Vyapar Viniyaaman) Adhyadesh, 1972 (hereinafter called the said Ordinance and of the Uttar Pradesh *Tendu* Patta (Vyapar Viniyaaman) Niyamawali, 1972 (hereinafter referred to as the said rules) shall form part and parcel of and shall be construed as if specifically incorporated in these presents.

4. The Agent shall at the close of the season on 30th June, 19 be paid Rs..... as remuneration for the full season for organizing collection and delivery ofstandard bags of *tendu* leaves in the unit:

Provided that-

- (1) the Agent shall be entitled to an additional remuneration at the rate of Rs.....per standard bag for such quantity of standard bags which are collected and delivered in excess of the quantity mentioned above, and
- (2) the Agent shall be liable for deduction from his remuneration of an amount calculated at the rate of Rs.per standard bag falling short of the number mentioned above.
5. If the Agent has given to the Government fifteen days' notice in writing prior to the expiry of the term reserved herein expressing a desire to renew the Agency and has duly observed and performed all terms and conditions hereof to the satisfaction of Government and if the Government are satisfied that he has done his best to collect the maximum quantity of leaves from the Unit the Government may grant to the Agent yearly renewal of this agreement for a period no exceedingyears on such terms and conditions as may be agreed upon each year.
6. The Agent hereby expressly agrees with the State Government as follows:
- (i) He shall , in all the transaction done by him in relation to *tendu* leaves, act for and on behalf of the Government. All costs and expenses which he is under these presents required to meet and incur on account of pruning, storage, transport and handling as the case may be, shall not exceed the tares specified in Schedule B. The above costs and expenses including those required to be incurred under clause (iv) and (v) below but other than those by way of reimbursement of penalty for negligence or misconduct on his part, shall be met by him out of the initial advance money placed at his disposal and the amounts thereafter redeived by him in accordance with the terms of this agreement, and all the dispensation so made by him for and on behalf of the Government shall be adjusted at the time of the periodical of final taken of accounts.
- ¹²[(ii) He shall purchase from Growers and /or collect *tendu* leaves from Government and Gaon Sabha or other local authority land and if ordered by Divisional forest Officer in writing shall dry, transport and store them, in storage godowns constructed or hired by him. The number of bags of *tendu* leaves so purchased and or collected by him shall not be less than..... standard bags each bag containing 1,000 *gaddis* and each *gaddi* having 50 leaves (in this agreement referred to as standard bag).

The Agent shall purchase and/ or collect leaves as are fit for manufacture of *bidis* and shall carry out the operation of drying in such a manner that leaves continue to be fir for

FORM C] UP TENDU PATTA (VYAPAR VINIYAMAN) NIYAMAWALI, 1972

manufacture of bidis If there is a dispute as to the suitability of the leaves for the purpose of manufacture bidis, the matter shall be referred to the Divisional Forest Officer, whose decision shall be final]

- (iv) The Agent shall pay the Growers such purchase price as may be fixed by Government under section 7 of the ordinance.
- (v) He shall pay such collection charges to person engaged for collecting leaves from Government forest and other lands as may have been notified in the official Gazette
- (vi) He shall deliver such quantities of tendu leaves to the purchaser appointed for the Unit or to such person or persons as may be directed by the Divisional Forest Officer..... Division (hereinafter called the said Forest Officer) from time to time.
- (vii) The tendu leaves so purchased or collected shall be held by him for and on behalf of Government till they are delivered to the purchaser or to such person or persons as may be directed by the said Forest Officer.
- (viii) He shall at his cost open such collection depots and construct storage godowns at such centers within the Unit as may be directed by the said Forest Officer. Unless ordered by the Divisional Forest Officer in writing or an officer authorised by him in writing the Agent shall not stock on or stop the work of purchase and collection in any of the depots.
- (ix) He shall not move any tendu leaves from any collection depot or from any storage Godown without the permission of the said Forest Officer in Writing.
- (x) He shall get the tendu leaves plucked by hand and no axe or other instrument shall be used in the process of their collection.
- (xi) He shall not pollard the tendu trees between the 16th day of April and the 15th day of August in any year.
- (xii) He shall prominently display at each collection depot, in the language of the locality the rates of purchase and collection of tendu leaves notified by the Government.
- (xiii) He shall in the working of this agreement carry out such directions as may from time to time be issued in writing by the Forest Officer.
- (xiv) He shall maintain such registers and accounts and in such forms as may be directed under the rules from time to time.
- (xv) He shall submit to the said Forest Officer or to such officer as may be authorised by the said Forest Officer such returns and at such intervals as may from time to time be directed by the said Forest Officer.
- (xvi) He shall give all facilities to the said Forest Officer and shall allow any officer authorised by the said Forest Officer for the inspection of his stock and accounts kept at collection depot and storage godown.
- (xvii) He shall be responsible for any damage that may be caused to the Forest due to his negligence or default in the course of

UTTAR PRADESH LOCAL ACTS [FORM C]

his operation in a Government forest. The compensation for such damage shall be assessed by the said Forest Officer whose decision shall subject to an appeal to the Conservator of Forest, be final, conclusive and binding on the parties:

Provided that no compensation for damage shall be assessed without giving that agent reasonable opportunity of being heard.

- (xviii) He shall at all time, abide by and observe all rules, regulations and order for the time being in force, made and issued under the Indian Forest Act,1927. In the event of the Agent becoming aware of the breach by any person or persons whatsoever of any of the a foresaid rules, regulations and orders, he shall forthwith report the fact of such breach to the nearest Forest Officer and use his best endeavours to discover the whereabouts of the person or persons concerned in the commission of such breach and render all reasonable assistance if required in arresting such person or persons and in procuring his or their conviction by the proper authorities.
- (xix) He hereby binds himself to perform all acts and duties required to be done by him and to abstain from doing or performing any act forbidden by or under the said ordinance, the said rules and to pledge as security for the due performance and observance by him of the terms and conditions of this agreement the sum of Rs..... (Rupees.....) calculated in accordance with sub-rule (10) of Rule 3 of the said rules and deposited in favors of the said Forest Officer. The Agent further agrees to pay to the Government a sum of Rs. 500.00 for every commission by himself or for every act by himself or by persons employed by him, which may be in contravention of the said ordinance, the said rules and conditions of this agreement.
- (xx) If he fails to purchase, collect bag and/or deliver the number of standard bags as provided in sub-clause (ii) of clause (6) above he shall be deemed to have committed breach of his obligations as an Agent and shall be liable to pay compensation at the rate of Rs.per standard bag.
- (xxi) After delivery of any lot or lots of *tendu* leaves the Agent shall submit the account of money entrusted to him by the Government and his remuneration and he shall be paid the balance, if any due to him in the manner prescribed by rules. In so doing the said Forest Officer may, after giving the Agent, a reasonable opportunity of being heard, deduct such amount or amounts as may be found due to the Government on account of any damages, reimbursement or any other costs or charges recoverable or likely to be recoverable from the Agent in the terms of this agreement.
- (xxii) Any amount which the government is required to pay as compensation to the grower of *tendu* leaves under Section 8 of the ordinance on account of improper rejection of the *tendu* leaves by the agent may be recovered from the Agent.

[FORM C] UP TENDU PATTA (VYAPAR VINIYAMAN) NIYAMAWALI, 1972

7. The agent thereby expressly declares that he shall be responsible for the safe custody and storage of the *tendu* leaves while under his control and shall also take necessary precautions against fire and theft of the stock of *tendu* leaves held by him till and on the date of the determination of this agreement by efflux of time or otherwise.

8. If the Agent commit a breach of any of the conditions of the agreement and it is not proposed to terminate the agreement on account of any such breach the Agent shall pay such damages not exceeding rupees five hundred for each breach as the Divisional forest Officer may decide. If the amount of damages exceeds rupees two hundred, an appeal against this order shall lie to the Conservator of Forests whose decision shall be final and binding.

9. If the agent defaults in complying with any of the provisions of this agreement then without prejudice to any other rights and remedies that the Government may have, the Government may, at its opinion terminate the agreement. On termination of this agreement Government shall be entitled-

- (a) to forfeit the security deposit.
- (b) to recover as arrears of land revenue all amounts of damages, compensation, reimbursement cost, dues, charges recoverable or likely to be recoverable from the agent in terms of this agreement, and
- (c) black list the Agent of a period not exceeding three years.

10. Any amount recoverable from the Agent the agreement shall be recovered from him as arrears of land revenue:

- Schedule A
- Schedule B

11. Every dispute, difference or question touching or arising out of this agreement or the subject-matter thereof shall be referred to the sole arbitration of the Conservator of Forests, Uttar Pradesh of the circle concerned and the decision of such arbitrator thereon shall be final and binding on the parties. The arbitrator may from time to time with the consent of the parties enlarge the time for making and publishing the award.

¹³[12] The stamp duty shall be borne by the agent.

In witness of the parties hereto have signed these presents the day and year first above written.

In the presence of witnesses

Signature of the Agent

- 1.
- 2.

Accepted

Signature
Acting of and on behalf
of the Government of
Uttar Pradesh.

UTTAR PRADESH LOCAL ACTs (Form D)

FORM "D"
[See Rule +(2)]

Form of application for grant of Transport Permit

- (a) Name of the applicant
(b) Quantity of tendu leaves purchased
(i) Actual bags
(ii) Standard bags
(c) Division and Unit in which leaves have been purchased.
(d) Please where leaves are stored, if not more than one place, specify the quantity at each place.
(e) Type of permit required
(f) Quantity for which the permit is required
(g) Period for which the permit is required
(h) Destination from and to which the leaves are to be transported
(i) Mode of transport
(j) Routes by which the leaves are to be transported
(k) Places where the leaves are to be transported
(l) Places where transported leaves will be stored

Certificate(s) of sale is/are herewith enclosed.

Place.....

Date.....

.....

Signature of the Applicant.

FORM T.P. (Main)

(See Rule 4)

Book No.....

Page No.....

Transport Permit (Main) Original/Copy

(From collection depot to storage godown)

Shri/Messrs.....Purchaser of Unit No.....of
Division has paid Rs.....being the full/part
purchase price ofstandard bags in accordance with the
clause.....of the agreement. He is accordance with the clauseof
the agreement. He is accordingly permitted to transportstandard bags
packed inactual bags from.....(collection depot) to
..... (storage godown).

2. The permit is valid up toThe leaves shall be
transported by the following routes.

- 1.
2.
3.
4.

And shall be presented for checking and examination at the following place:

- 1.
- 2.
- 3.
- 4.

3. Details of Transport Permit 1 (Subsidiary) allowed to be used:

Book No.....

Pages from.....to.....

Valid from issue up to

Divisional Forest Officer

From T.P. (Subsidiary)
(See Rule4)

Book No.....

Page No.....

Transport Permit (Subsidiary)

1. Name of the Purchaser.....
2. Unit No.....Division.....
3. Reference to T.P. 1 (Main)-
 - (i) Book No..... Page No.....
 - (ii) Quantity Permitted.....Standard bag/actual bags
 - (iii) Valid up to.....
4. Quantity covered under the above authority already transported previous to issue of the page.
5. Quantity now being transported in the consignment accompanying this permit (give serial number of bags and quantity in each).

<u>Standard bag</u>
Actual bag
6. From.....to.....
7. Route of transport.....
8. Places for checking.....
9. The permit is valid up to.....(date)

Note-Unless otherwise authorized by the Divisional Forest officer in writing period shall not exceed 48 hours.

Place.....

Date.....Hours.....

.....
Signature of Issuing Officer
Checked.

.....
Signature of the Checking Officer with date

**UTTAR PRADESH LOCAL ACTS [FORM T.P. 2
FORM T.P. 2
(See Rule 4)**

Book No.....

Page No.....

Transport Permit 2

(From the storage godown to another or to distribution centers)

1. Name of the purchaser.....
2. Book No.....Division.....
3. Reference to Division Forest Officer's Authority No..... date.....
4. Quantity and period from which authority under 3 is issued

Standard bags
Actual bags

5. Quantity covered under the above authority transported.

Standard bags
Actual bags

6. From.....to.....
7. Routes of transport.....
8. Place or place of checking.....
9. Permit is valid up to.....

Note.-Unless otherwise authorized by the Divisional Forest Officer in writing the period shall not exceed 48 hours.

.....
Signature of issuing officer
Checked.

Place.....

Date.....Hours.....

.....
Signature of Issuing Officer
Checked.

.....
Signature of the Checking Officer
with date

**FORM T.P. 3
(See Rule 4)
Transport Permit 3**

(For Distribution to Sattedars or mazdoor)

1. Name of purchaser.....
2. Unit No.....Division.....
3. Name of the person by whom leaves have been issued.....
4. Name of the person to whom leaves have been issued.....
5. Place where it is being transported.....

From T.P. 5] U.P. TENDU PATTA (VYAPAK VINIYAMAN NIYAMAWALI.1972

6. Quantity.....

7. Period during which leaves shall be consumed.....

Note-The period allowed for transport of leaves shall be 24 hours from the time of issue

Place.....

Date.....hour.....

.....
Signature of Issuing officer

**FORM T.P. 4
(See Rule 4)**

Book No.....

Page No.....
Original/Copy

**¹⁴[FORM T.P. 4
(See Rule 4)**

Book No.....

Page No.....
Original/Copy

Transport Permit 4

(For transport outside the State or any area in the state to which the Act dose not apply from any area in the state to which the Act applies)

1. Shri/Messrs.....Purchaser of unit No.....of Division.....is permitted to transport.....standard bags packed.....in actual bags from.....to.....by road and thence toby train.
2. Name and address of the consignee outside Uttar Pradesh or outside the area to which the Act applies.
3. The permit is valid up to.....
Place.....
Date.....

Divisional Forest Officer
.....Division]

**¹⁵[FORM T.P. 5
(See Rule 4)**

Book No.....

Page No.....
Original/Copy

Transport Permit 5

(For transport inside the State from an area outside the state or from transport to any area in the state to which the Act applies from any area in the state to which the Act dose not apply)

14- Subs. By 1980 LLT-V-84

15- Ins By Noti. No. 22(XIV-257 dated 12-2-1973 (w.e.f. 4-4-1972

UTTAR PRADESH LOCAL ACTS [FROM T.P. 6

1. Shri/Messrs.....(name) (address) who has purchased tendu leaves in (State/District) and has applied to transport them to.....(Name of place) in (District) for manufacture of bidis is hereby permitted to transportstandard bags of tendu leaves packed inactual bags fromto.....by road/train.
2. On entering the State or the area to which the Act applies the consignment will be checked at.....(name of the check post).
3. The permit is valid up to.....
Place
Date.....

Divisional Forest Officer,
.....Division.

FORM T.P. 6
(See Rule 4)

Book No.....

Page No.....
Original/Copy.

Transport Permit 6

(For transport to any place outside the state or outside the area to which the Act applies from another place outside the State or outside the area to which the act applies though the state or area to which the Act applies)

1. Shri/Messrs(name) (address) who has applied for transport of tendu leaves through Uttar Pradesh or the area to which the Act applied is hereby permitted to transport.....standard bags of tendu leaves packed in.....actual bags from.....(place) in.....(District/State) to(place) in.....(District/State) by road/train.
2. On entering the state or the area to which the Act applies the consignment will be checked at.....(name of check post)
3. The permit is valid up to
Place
Date.....

Divisional Forest Officer,
.....Division

FORM 'E'
[See Rule 6(2)]

Application for Registration of Growers under sub-section (1) of Section 9

(a) Name, Father's name and address of the applicant.....

Location, area and survey numbers of the plots on which tendu leaves grown.....

Particulars regarding ownership of the land

- (b) Number of tendu bushes existing in each plot.
- (c) Whether he is growing leaves as commercial crop, if so, whether he has done any pruning and what cost was incurred in the past three years, Cost with respect to each year should be stated separately.
- (d) Estimated production of leaves.
- (e) What quantity was collected during the past three years. Production with respect to each year should be stated.
- (f) To whom the leaves were sold during plucking season of.....and(the last two seasons) and for what amount?
- (g) Places where tendu leaves will be stored temporarily till delivery.
Place.....

.....

Date.....

Applicant

Signature of the

FORM 'F'

Book No.....
foils)

Page No.....(in two

[See Rule 6(2)]

Certificate of Registration of Growers

This is to certify that Shri.....son of.....of village.....Police Station.....District.....falling in Unit No.....of Division.....has been registered section 9 of the U.P. Tendu Patta (Vyapar Viniyaman) Adhyadesh, 1972 Estimated annual production of leaves fit for manufacture of bidis in his holding detailed below is.....standard bags.....

Details holdings

- 1.
- 2.
- 3.

Signature of Divisional Forest Officer,

.....Division

Date.....

FORM 'G'

[See Rule 8(2)]

Application for Registration of Manufacture of bidis and exporter of tendu leaves under sub-section (2) of section 9

- 1. Name, Father's name and address of the applicant. If it is a registered firm or company, name of the firm or company, registration number, year of registration, the name and address of person holding a power of attorney. (A copy of power of attorney be enclosed)
- 2. Places of business, location of the headquarters or head office, village or town, tahsil, police station and district.....

- 3. Particulars of trade in tendu leaves in standard bags—
 - (a) Average quantity of bidis manufactured annually and/or
Average quantity of leaves annually exported outside the state during the last three years as also the quantity of tendu leaves exported each year during the last three years:

	19.....
	19.....
	19.....
Average.....	
 - (b) Trade mark, if any case of manufacturer and the name of places where leaves are exported in case of exporter.
 - (c) Estimated annual requirement of tendu leaves in standard bags for purposes of-
 - (i) Manufacture of bidis.
 - (ii) Export
 - (d) Name of place of godowns where applicant’s stock of tendu leaves is stored.
 - (e) Manner in which the required stock is obtained.
 - (f) Central Excise Registration No. if any.
- 4. Since when the appellant is in the trade of tendu leaves as-
 - (i) Manufacturer of bidis.
 - (ii) Exporter of leaves.
- 5. Names and address of the person of status to whom reference could be made for verification of details of the applicant.
 - 1.
 - 2.
- 6. Quantity of leaves in standard bags, for which registration is required.
- 7. Year for which registration is required.
- 8. Whether the applicant was previously registered and if so, in what year and in which Division and for what quantity of leaves.
- 9. Any other information the applicant desires to give as on evidence that he is a bona fide manufacturer of bidis and/or exporter of tendu leaves.
- 10. Evidence of payment of registration fee of Rs.....
 - Place.....
 - Date.....

.....
Signature of the Applicant

FORM IJ U.P. TENDU PATTA (VYAPAR VINIYAMAN NIYAMAWALI.1972

FORM "H"

[See Rule 8(2)]

Book No..... (in three foils)

Certification of registration as manufacturer of bidis/or exporter of tendu leaves.

This is to Certify of registration as manufacturer of bidis/or exporter of tendu leaves.

Son of.....shri.....of.....
 police station.....tahsil.....district..... has
 been registered for the year.....as manufacturer of bidis
 and/or exporter of tendu leaves for purposes of as manufacturer of sub-section (2) of section 9 of
 The U.P. Tendu Patta (Vyapar Viniyaman) Adhyadesh, 1972, and the rules made thereunder,

Estimated quantity of leaves handles annually for manufacture of bidis and/or export of
 tendu leaves is about.....standard bag stored at one or more all of the following
 place:

- 1.
- 2.
- 3.
- 4.
- 5.

.....
 Signature of the Divisional Forest Officer
Division
 Date.....

(Seal of Office)

Copy forwarded to the conservator of forests, southern Circles, U.P. Allahabad for information.

Divisional Forest Officer.
Division

FORM "I"

[See Rule 8(4)]

Register of Accounts of tendu leaves of manufacturer/exporter.

Name of godown.....

Name of Manufacturer/exporter.....

Registration No.

Dates and quantities of stock in terms of
 standard bags added

Balance stock on hand at the time of submission of last return in standard bags	date on which stock was received and added	bags	manner of azquisition of bag in Column 3 (give details verifiable)	Total of column 1 plus 3
1	2	3	4	5

UTTAR PRADESH LOCAL ACTS

{Form J.

Dates and quantities of stock in terms of standard disposed of	bags	Manner of disposal (give verifiable details) as to whether consumed or sold or rendered useless and destroyed	Balance left after disposal of quantity in column 7 in standard bags	remarks
6	7	8	9	10

Note-The above account will be kept for each godown.

FORM "J"
(See Rule 8(4))

Statement of Periodical return of tendu leaves of manufacturer /Exporter.
Return of Period ending on.....
Name of manufacturer/Exporter.

Serial No. and name of Godown where stock is stored.	Balance stock on hand at the time of submission of last return or Standard stock in hand at the time of registration in terms of standard bags.	Stock added during the interval between submission of last return and this return	Registration No.....	
			References of page Nos. of register in Form I	Month of acquisition of leaves giving reference of evidence like purchase, receipt, etc.
1	2	3	4	5
1.				
2.				
3.				

Form K} U.P. Tendu Patta (Vyapar Viniyaman), Niyamawali, 1972

Total of Column 2+3	Disposal			
	Quantity in standard bags consumed or disposed of during the period between last and this return	Manner of disposal whether consumed or sold or rendered useless and destroyed	Balance of stock in standard bags on the date of submission of return.	Remarks.
6	7	8	9	10

Signature of Manufacturer/Exporter

Date of submission of return

FORM "K"
(See rule 8(5))

Declaration by Manufacturer/Exporters.

I/Wehereby declare that I am/we are a bona fide manufacturer of bidis and or exporter of Tendu leaves carrying on business in the district of in the State ofdetails of my business are as under:

1. Name of the person of the firm or Company in the name of which business is carried out.
2. Registration No. of the firm or company.
3. Name of centre of business having either offices or Godown:
 - 1.....
 - 2.....
 - 3.....
4. Present stock of tendu leaves in standard bags in each of the Godown at the time of furnishing declaration:

Name of Storage centre	Quantity of standard bags
1.	
2.	
3.	
5. Trade mark or marks of bidi, if any.

UTTAR PRADESH LOCAL ACTS

{Form K.

6. Quantity of bidis manufactured annually during previous two years and the quantity of tenduleaves consumed.

years	No. of bidis manufactured (in number)	Quantity of leaves used (in standard bags)
1	2	3

7. Estimated manufacture of bidis and requirement of tendu leaves for the same during ensuing year-

- (a) Estimated manufacture in number.....
- (b) Estimated requirements of leaves in standard bags.....

8. Quantity of tendu leaves exported annually during the previous two years:

Year	Place of export	To whom exported or sold	Quantity in standard bags
1	2	3	4
1.			
1.			
2.			
3.			
2.			
1.			
2.			

9. Estimated export during the ensuing year.....in standard bags.

I further declare that I have read and have understood the provision of the U.P. Tendu Patta (Vyapar Viniyaman), Adhyadesh, 1972 and the rules made thereunder.

All the details given above are correct to the best of my knowledge and I shall be able to produce evidence in their proof.

Place.....

.....
Signature of the Manufacturer/Exporters
Date of furnishing declaration

Presented in duplicate (Date).....to the (officer).....

Form M} U.P. Tendu Patta (Vyapar Viniyaman), Niyamawali, 1972

Copy forwarded to the Conservator of Forest. Southern Circle, U.P.....Allahabad for Information.

Divisional Forest Officer
.....Division

FORM "L"
(See rule 10)

Book No.

Page No.

Certificate of Sale

1. Name of the purchaser.
2. Name of the sale depot and unit.
3. Quantity sold/delivered (in standard bags)
4. Date of sale /delivery.

Place.....

Date.....

Signature of the Government
Officer or Agent

FORM "M"
(See rule 10)

This Agreement made this theday ofbetween the Government of Uttar Pradesh(hereinafter called the Government which expression shall include his successors, representatives and assigns).....of the one part , and Sri.....son ofVillagePolice Station.....District.....(hereinafter called the "Purchaser " which expression shall include his heirs, successors, representatives and assigns) of the other part.

Whereas trading in tendu leaves is regulated by the provisions of the U.P. Tendu Patta (Vyapar Viniyaman), Adhyadesh, 1972 and the rules made thereunder-

And whereas the Government have to appoint purchasers for the purpose in the different units:

And whereas the Government has accepted the offer of the purchase and have agreed to appoint him as purchaser for Unit No.....on the terms and conditions hereinafter appearing:

Now, these presents witness and the parties here to here by mutually agrees follows:

1. The purchaser shall purchase the entire quantity of tendu leaves or such part of it as may be offered to him for sale by the Government or its Officer or agent which may have been collected from the State Government and Gaon Sabha or other local authority lands or purchased from the growers in Unit No..... more fully described in Schedule A(hereinafter referred to as the Unit) in the year.....

2. ¹⁶[This agreement shall commence from And remain in force up to unless earlier determined under the terms hereinafter appearing.]:

Provided that, if the purchaser has given to the Government 15 days notice in writing prior to the expiration of the terms reserved herein, expressing a desire to renew the agreement and shall have duly observed and performed all the terms and conditions thereof to the satisfaction of Government, and Government are satisfied that the purchaser has been prompt in taking delivery of leaves and making payments therefor the Government may grant to the purchaser yearly renewal of this agreement for a period not exceeding years on such terms and conditions as may be mutually agreed upon with respect to each year.

3. The Uttar Pradesh Tendu Patta (Vyapar Viniyaman) Adhyadesh, 1972 and the rules made thereunder shall form part and pareel of and be construed as specially provided in these presents.

4. The purchaser hereby expressly agrees with the Government as follows:

- (a) He shall purchase from the Government all tendu leaves in raw form and without bagging delivered by Government or by its officer or Agent in the unit during the year At the rate of Rs per standard bag namely each bag containing 1,000 gaddis and each gaddi having 50 leaves (hereinafter referred to as standard bag) for the first bags and at the rate of Rs for the remaining bags purchased by him.
- (b) The purchaser shall take delivery of Tendu leaves within two days from the day of collection after payment of purchase price in the manner specified hereinafter, at the collection centre on centers in the Unit or at places mentioned in Schedule B or as may be intimated by the Divisional Forest Officer from time to time.
- ¹⁷(c) If the purchaser desires to consume leaves delivered to him within the forest division or to remove them outside the forest division at any time before the 30th June he shall at the time of delivery pay the purchase price in full in the manner specified below—
 - (i) Rs per standard bag delivered in cash to the officer authorized by the Divisional Forest Officer at the time of the delivery after obtaining stamped receipt from such officer;
 - (ii) Rs per standard bag delivered through remittance by challan in the Treasury/Sub-Treasury before the date of delivery.
- (d) If the purchaser gives in writing that he will keep delivered leaves safe in the godowns sanctioned by the Divisional Forest Officer within the forest division under his watch and ward, supervision and risk and on condition that the Divisional Forest

16- Subs. By 1980 LLT-84

17- Subs. By Noti. No. 1047XiV-2/3/73, dated 28-3-1973 (w.e.f. 1-1972) (1973 LLTV-176)

FORM MJ U.P. TENDUPATTA (VYAPAR VINIYAMAN) NIYAMAWALI< 1972

Officer or the Range Officer, if so authorized by the Divisional Forest Officer shall have full access to and control over the stock by putting the Forest Department lock in the godown or godowns where the leaves would be stored within the forest division or by such other device as may be ordered by the Divisional Forest Officer, the purchaser, may, at the time of delivery pay purchase price in the manner specified below---

- (i) Rs Per standard bag delivered in cash to the officer authorized by the Divisional Forest Officer at the time of delivery after obtaining stamped receipt from such officer;
 - (ii) (ii) Rs per standard bag delivered through remittance by challan in the Treasury/Sub-Treasury at Before the date of delivery;]
- (e) (1) In addition to the amount payable under sub-clauses (c) and (d) above, sales tax payable by the Forest Department in accordance with the provisions of the Uttar Pradesh Sales Tax Act, and Central Sales Tax Act, as the case may be, shall be paid by the purchaser along with purchase price payable under sub-clauses (c) and/or (d) above, at the time of each delivery.
- (2) The amount or the installment as the case may be, due under sub-clauses (c) and (d) shall not be deemed to have been paid unless the sales tax payable along with it vide sub-clause (c) (1), has also been fully paid.
- (3) The purchaser shall also be responsible for subsequent liabilities, if any, including payment of additional sums on account of sales tax imposed by the Sales Tax Department in respect of Tendu leaves sold to him under this agreement.
- (f) The Government or its officer or Agent after delivery of leaves to the purchaser shall grant him a certificate of sale in Form 'L' of Uttar Pradesh Tendu Patta (Vyapar Viniyaman) Niyamavali, 1972.
- (g) The purchaser hereby binds himself to perform all acts and dutis required to be done by him and to abstain from doing by himself, his servants and assigns for performing any forbidden by or under the provisions of the Uttar Pradesh Tendu Patta (Vyapar Viniyaman) Adhyadesh, 1972 and the Rules made thereunder and the Indian Forest Act, 1927 and Rules made thereunder in so far as they are applicable in the context of this agreement, and shall furnish security for the due performance and observance by him, his servants and assigns of the terms and conditions of the agreement in the sum of Rs (Rupees) deposited in favour of the said Forest Officer.
- If the purchaser defaults in complying with any of the provisions of these presents, then, without prejudice to any other rights and remedies that the Government may have, the Government may, at its option terminate the agreement and forfeit the security deposit in full and resell the undelivered stock of Tendu leaves, if any lying with the Government or its Officer or Agent. If the price secured on such resale falls short

of the purchase price of such undelivered stock calculated at the rate mentioned in sub-clause (a) above, the difference shall be paid by the purchaser within 15 days of the receipt of notice of demand for payment of the sum indicated therein, if the difference is not paid within the said period of 15 days it shall be recovered from the purchaser from the security deposit, if the same has not been forfeited and/or as arrears of land revenue.

5. (1) The purchaser shall maintain such registers and accounts as may be directed by the Government from time to time.

(2) The purchaser shall submit to the Divisional Forest Officer such returns and in such forms as may be directed by the Government from time to time at the following intervals:

- (i) 30th May
- (ii) 15th June
- (iii) 30th June

The above returns shall indicate separately the quantity of purchased Tendu Leaves removed by him outside the Unit and/or stored within the Unit.

6. Every dispute, difference or question touching or arising out of this agreement on the subject-matter thereof shall be referred to the sole arbitration of the Conservator of Forests, Uttar Pradesh, of the circle concerned and decision of such arbitrator thereon shall be final and binding on the parties. The arbitrator may from time to time with the consent of the parties enlarge the time for making and publishing the award.

¹⁸{7. The stamp duty shall be borne by the purchaser.
Schedule A
Schedule B

In witness whereof the parties here to have put there hands on the day and year first above written.

In the presence of witness-

- 1.
- 2.

Signature
Purchaser

Accepted

Signature
For and on behalf of the Government
of Uttar Pradesh

Form 'N'
{See Rule 9(3)}
Forest Department, Uttar Pradesh
Form of Tender for purchase of Tendu Leaves

1. I/We.....(Name in Block letters), son of..... (Name in Block letters), VillagePolice Station..... District.....hereby agree to purchase in raw form without bagging all or such quantity of Tendu leaves as are offered by Government and/or by its Officer and/or Agent to me /us in Unit No.....Nameduring year.....ending on 31st December 19.....on such terms and conditions as are specified in the Tender Notice and the Purchasers Agreement.
2. I/We offer the purchase rate of Rs.....(in words).....per standard bag exclusive of sales tax for leaves delivered to me/us during the year ending on 31st December 19.....
 - (a) The above purchase rate is offered for the quantity of standard bags which are shown against the aforesaid unit in the statement enclosed with the Tender Notice.
 - (b) I/We further agree to purchase all such, additional quantity of standard bags which are delivered to me/us in excess of the quantity of standard bags referred to above at the rate fixed and specified in conditions of the Tender Notice.
3. I/We hereby declare that I/We have read and understood all the provisions of the Uttar Pradesh Tendu Patta (Vyapar Viniyaman) Adhyadesh,1972, rules made thereunder , the conditions of this Tender Notice and the conditions of the agreement appended to Tender Notice and I/We agree to abide by the same. I/We have personally inspected the above said unit for which the Tender is given.
4. I/We hold certificate of Registration as manufacturer of Bidis and/or Exporters of Tendu leaves under Uttar Pradesh Tendu Patta (Vyapar Viniyaman) Adhyadesh,1972, bearing No.....Dated.....ofDivision.
5. As required under terms and conditions of the Tender Notice, I/We enclose the following:
 - (i) Evidence for payment of Rs. 25 being Fee for the Tender Form
 - ¹⁹(ii) Challan no....., datedonTreasury/ Sub-Treasury for Rs.....being deposited at Earnest Money.

or

Demand Draft No.....,Dated.....for Rs.....in favour of Conservator of Forests/Divisional Forest Officer.....on State Bank of India/.....Bank.....Branch.....)

- (iii) As desired vide conditions of Tender Notice copy of power-of-attorney which empowers me to act on other behalf or copy of the Registration and copy of partnership deed of the firm of which I am a partner.
6. I/We hereby declare that on opening of my/our tender I/We shall be bound by my/our offer and by the terms and conditions of the Tender Notice till orders of competent authority accepting or rejecting may our tender are passed or another person or party is appointed as the purchaser for the aforesaid unit.

Place.....

Date.....

.....
Signature of the Tenderer

²⁰(FORM 'O'
(See Rule 4)

Application for sale or Purchase of Tendu leaves

1. Name, father's name and address of the applicant.....
2. Details of stock:
 - (i) If of 1971 or earlier season:
 Lot No.....Forest Division.....State.....Year.....Total Quantity stocked in U.P. on 17-03-1972.....Place..... Quantity in standard bags
 - Already disposed of :
 Place.....Quantity in standard bagsPermit No.....Balance in stock:
 PlaceQuantity in standard bags.....
 - (ii) If of 19.....season:
 Unit No.....Forest Division.....Total quantity procured(in standard bags) Total up-to-date quantity used in manufacture of Bidis or exported outside Uttar Pradesh up-to-date (in standard bags).....Balance on the date of application (in standard bags).....
 - (iii) Quantity of leaves for which permit for sale is requested (in standard bags).....packed in.....actual bags.
 - (iv) Fee paid for permit Rs.....Receipt Challan No. and date.....
 - (v) Name, father's name and address of the purchaserPlace & Date.....signature of the applicant.

FORM 'P'
(See Rule 4)

Permit for sale and purchase of tendu leaves

Shri/Messrs.....(name).....(address) is permitted to sell
.....standard bags of tendu leaves packed inactual bags from his stock
at.....to Shri/Messrs.....(name).....(address)

A Fee of Rs.....has been deposited for the permit.

The permit is valid upto.....

Place.....

Divisional Forest Officer

Date.....

.....Division }

²¹[FORM 'Q'

Permit to collect Tendu leaves

(Rule 3-A)

Shri.....(hereinafter called the purchaser) s/o....., resident of
.....,P.O.....P.S.....,District.....purchaser of Unit
No.....(name of unit).....of rangeof.....division is hereby
authorised to collect tendu leaves of the aforesaid unit, the estimated yield of which
is.....standard bags , on the condition that he shall pay the purchase price as under:

(i) To Forest Department

The price, as offered/bid for the said
unit in his tender /auction, shall be paid in
the manner agreed to under Form 'R', the
price as notified by the Government.

(ii) To the tenure-holders, mortgages,
tenants, lessees, receivers and other
persons on whose land tendu patta is
growing.

Sri.....

R/o.....

P/o.....

District.....

2. He shall also pay to such persons as are engaged in the collection of tendu leaves
, such collection charges, as may have been notified in the Official Gazzette. He
shall not be entitled to payment of any amount by way of commission or
otherwise for the collection of tendu leaves.

Divisional Forest Officer

FORM 'R'

{See Rules 3-A and 9 (10)}

This agreement made on theday ofbetweenthe Governor of Uttar Pradesh (hereinafter called the Government which expression shall include his successors, representatives and assigns) of the one part, and Sri.....son of.....village.....police station....., district(hereinafter called the 'Purchaser' which expression shall include his heirs, successors, representatives and assigns)of the other part.

Whereas trading in tendu leaves is regulated by the provisions of the Uttar Pradesh Tendu Patta (Vyapar Viniyaman), Adhiniyam, 1972 as amended from time to time and the rules made thereunder.

And whereas, the Government have to appoint purchasers for the purpose in the different units:

And whereas the Government have accepted the offer of the purchaser and have agreed to appoint him as purchaser for Unit no.....on the terms and conditions hereinafter appearing.

Now, therefor,these presents witness and the parties, hereto, mutually agree as follows:

1. The purchase shall purchase the entire quantity of tendu leaves growing within the boundaries of the unit No.....(morefullydescribed in ScheduleA)(hereinafter referred to as the Unit) in the year.....
2. The agreement shall commence fromand shall remain in force uptounless earlier determined under the terms hereinafter appearing.
3. The Uttar Pradesh Tendu Patta (Vyapar Viniyaman), Adhiniyam, 1972 and the rule made thereunder shall form part and parcel of and be construed as specifically provided in these presents.
4. The purchaser hereby expressly agrees with the Government as follows:
 - (a) He shall purchase from the Government all tendu leaves in raw form growing in the Unit during the yearand pay to the Forest Department a price of Rs.....as offered /bid by him in the tender /auction.
 - (b) He shall also pay to the tenure holder, mortgage, receiver appointed by a court or any other person on whose land tendu patta is growing, a price for tendu leaves actually collected from their land at the rate fixed by the Government under the provision of Section 7 of the Act.
 - (c) He shall not be entitled to payment of any amount by way of commission or otherwise for the collection of tendu leaves.
 - (d) He shall pay to the persons engaged for collecting tendu leaves such collection charges as may have been notified in the Official Gazette.
 - (e) If the purchaser desires to consume leaves within the forest

division or to remove them outside the forest division at any time before the 30th Junehe shall, at the time of delivery, pay the purchase price in full through remittance by challan in the Treasury/Sub Treasury before the date of delivery .

(f) (i) If the purchaser gives in writing that he will keep the leaves safe in the godowns sanctioned by the Divisional Forest Officer within the forest division under his watch , ward, supervision and risk and on condition that the Divisional Forest Officer or any other Officer so authorised by him, shall have full access to and control over the stock by putting the Forest Department lock in the godown or godowns when the leaves would be stored within the forest division or by such other device as may be ordered by the Divisional Forest Officer, he may, at the time of export to such godown, pay 30 percent of purchase price through remittance or challan in the Treasury or Sub-Treasury.

(ii) The balance of the purchase price shall be paid in the following approximately equal installments:

Installments	Due Date
1 st installment	15 th June
2 nd installment	15 th October

subject to the condition that if the purchaser requires to consume leaves within the forest division before the due date of installment, the balance purchase price shall be paid before the leaves are allowed to be removed by Divisional Forest Officer.

(iii) If the purchaser fails to pay any installment provided for in subclause (ii) above or any part thereof on the due date or latest within 30 days of the due date , The purchaser shall pay as late fee at two paise per hundred rupees of the sum due if the delay is up to 60 days and at five paise per hundred rupees for delay exceeding 60 days for every 24 hours of such delay provided that late fee will be payable for the entire period during which installments have remained unpaid.

(g)(1) In addition to the amount payable under sub-clauses (c) and (d) above, Sales Tax payable by the Forest Department in accordance with the provisions of the Uttar Pradesh Sales Tax Act, 1948 and the Central Sales Tax Act, 1956, as the case maybe, shall be paid by the purchaser along with the purchase-price payable under sub-clauses (a), (e) and/or (f) above, at the time of each delivery.

(2) The amount or the installment, as the case may be , due under sub-clauses (a), (e) and (f) shall not be deemed to have been paid unless the Sales Tax payable along with it vide sub-clause(1) above has also been fully paid.

(3) The purchaser shall also be responsible for subsequent liabilities , if any, including payment of additional sums on account of Sales Tax imposed by the Sales Tax Department of the State or Central Government or the Forest Department in respect of Tendu Leaves sold to him under this agreement.

- (h) The Government or its officer after delivery of leaves to the purchaser may grant him a certificate of sale in Form 'L' of the Uttar Pradesh Tendu Patta (Vyapar Viniyaman) Niyamawali, 1972.
 - (i) The purchaser hereby binds himself to perform all acts and duties required to be done by him and to abstain from doing by himself, his servants and assigns from performing any act forbidden by or under the provisions of the Uttar Pradesh Tendu Patta (Vyapar Viniyaman) Adhiniyam, 1972 and the rules made thereunder and the Indian Forest Act, 1927 and rules made thereunder in so far as they are applicable in the context of this agreement, and shall furnish security for the due performance and observance by him, his servants and assigns of the terms and conditions of this agreement in the sum of Rs.....(Rupees.....)deposited in favour of the Divisional Forest Officer.
 - (j) If the purchaser defaults in complying with any of the provisions of these presents, then without prejudice to any other rights and remedies that the Government may have, the Government may, at its option terminate the agreement and forfeit the security deposit in full and re-sell the remaining Tendu leaves, if any, lying within the unit. If the price secured on such resale together with the amount already paid falls short of the purchase price, the difference shall be paid by the purchaser within 15 days of the receipt of the notice of demand for payment of the sum indicated therein. If the difference is not paid within the said period of 15 days, it shall be recovered from the purchaser's security deposit, if the same has not been forfeited and/or as arrears of land revenue.
5. (1) The purchaser shall maintain such registers and accounts as may be directed by the Government from time to time.
- (2) The purchaser shall submit to the Divisional Forest Officer such returns and in such forms as may be directed by the Government from time to time at the following intervals:
- (i) 30th May
 - (ii) 16th June
 - (iii) 30th June

The above returns shall indicate separately the quantity of purchased tendu leaves removed by him outside the Unit and/or stored within the Unit.

6. Every dispute difference or question touching or arising out of this agreement on the subject-matter thereof shall be referred to the sole arbitration of the Conservator of Forests, Uttar Pradesh of the Circle concerned and the decision of such arbitrator thereon shall be final and binding on parties. The arbitrator may from time to time with the consent of the parties, enlarge the time for making the award.
7. The stamp duty shall be borne by the purchaser.