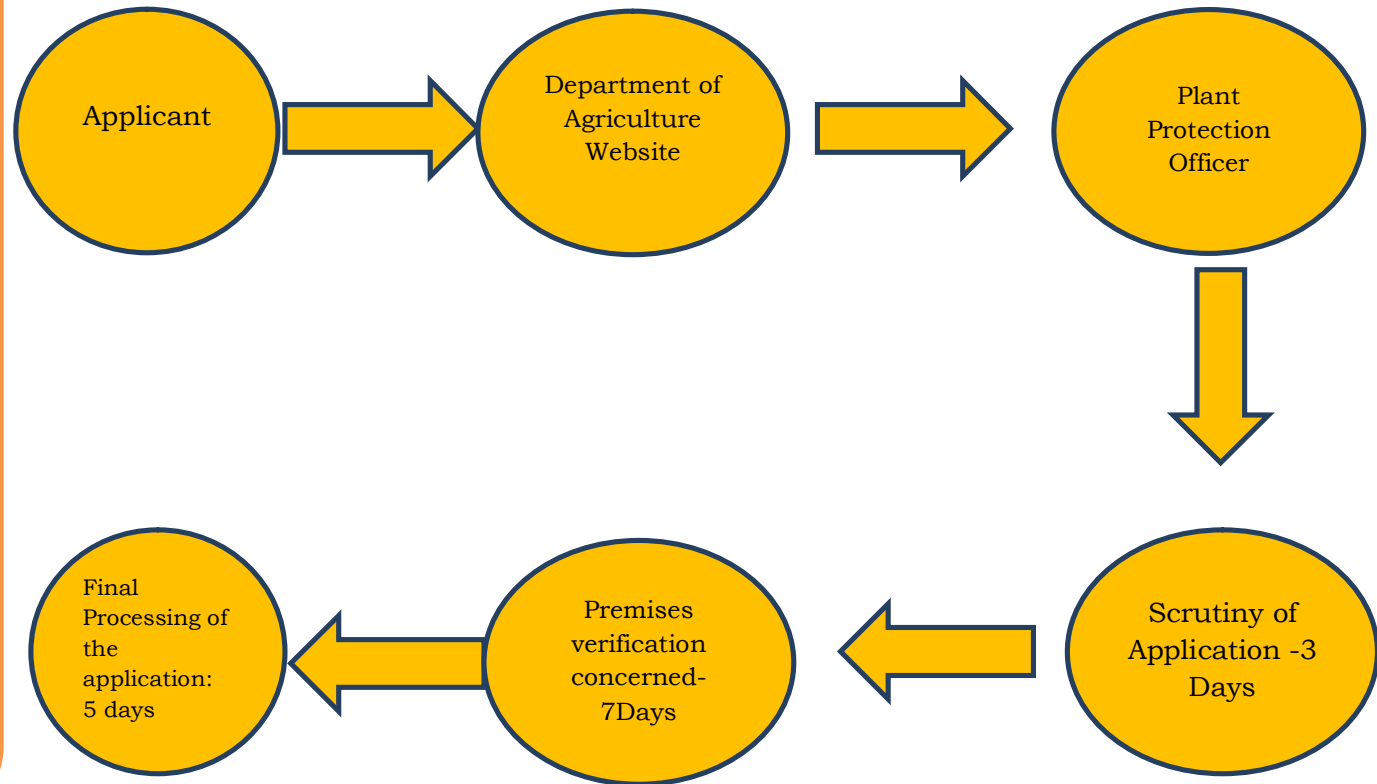


License (Documentation)

- i. Application form (FORM-II) with 4 No of recent passport size photograph: to be filled online.
- ii. Education qualification (Marks Card Certificate)
- iii. Site Plan.
- iv. Copy of Aadhaar Card.
- v. An affidavit of the applicant & also of the employee if employed by the applicant together with Employment agreement.
- vi. License fee under Account Head 0401. Crop Husbandry through Treasury.
- vii. Copy of State Subject Certificate
- viii. Principal Certificate.
- ix. Rent deed in case of rented shop
- x. Advertisement Notice in the local daily news paper regarding no objection to anybody for opening the sale centre
- xi. Un-employment certificate from designated authority.
- xii. Bank Balance Certificate of Rs. 50000/- (Minimum)
- xiii. Fee for Urban areas, Treasury fees amounting to Rs. 7500/- (max.) and Rs. 500/- for each item – under revenue head 0401 crop husbandry
- xiv. Fee for Rural areas, Treasury fees amounting to Rs. 1500/- (max.) and Rs. 100/- for each item – under revenue head 0401 crop husbandry

Flow chart for obtaining license for selling and storage of Plant Protection Chemicals

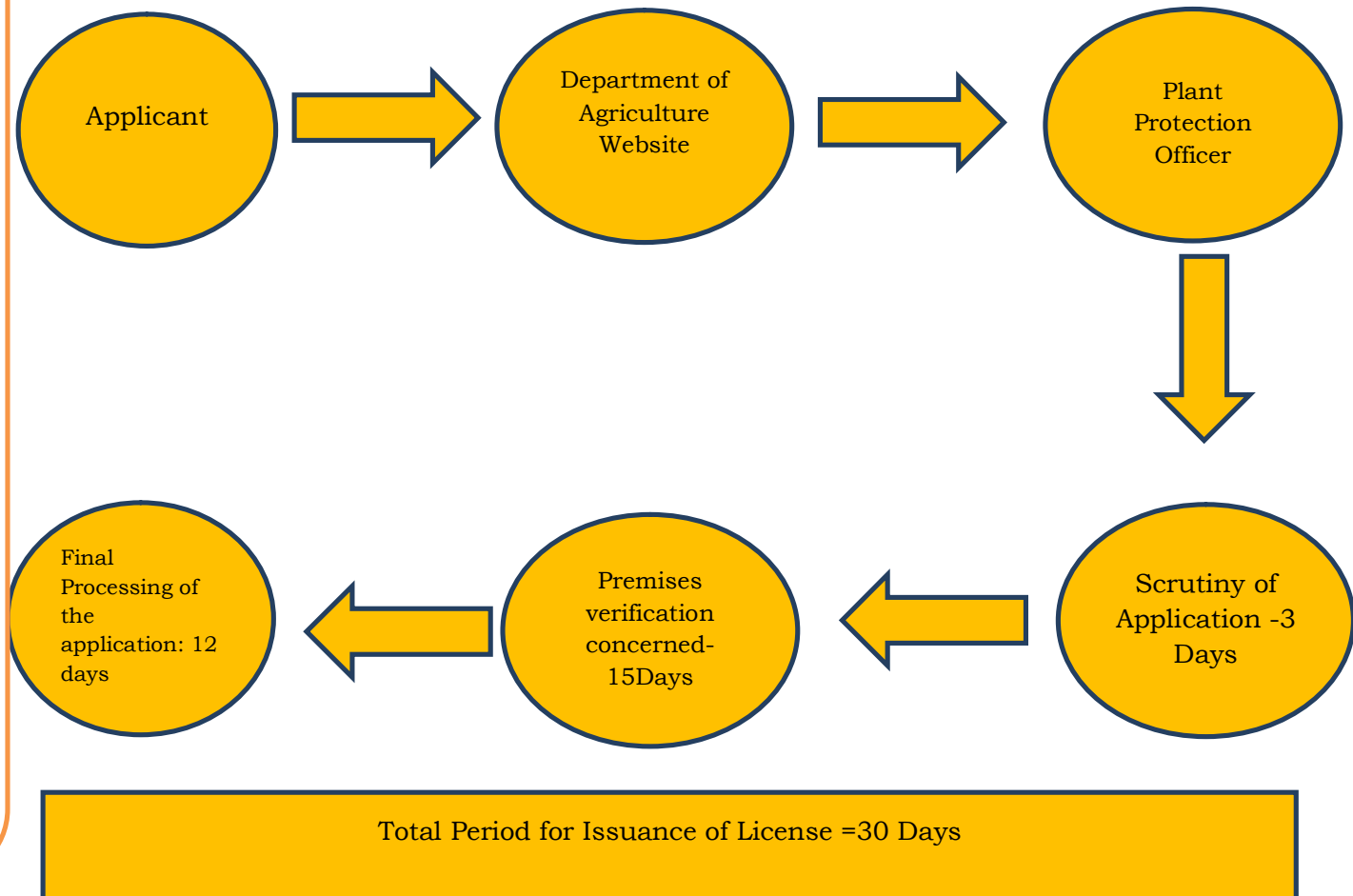


Total Period for Issuance of License = 15 Days

License (Documentation)

- i. Application form (FORM-II) with 4 No of passport size photographs.
- ii. Provisional Registration issued by DIC
- iii. Consent to Establish / Consent to operate (Valid) issued by Member Secretary J&K State Pollution Control Board, Jammu / Srinagar.
- iv. List of Products.
- v. Lease deed with a copy of Site Plan
- vi. Project report
- vii. Memorandum and articles of Association
- viii. CIB Registration Certificates/Label claim issued by Secretary , Central Insecticides Board and Registration Committee, Faridabad or Endorsement letter in case the products endorsed in their 2nd factory address and copy of Trade Mark
- ix. Copy of NOC issued by Agriculture Production Department (Adm. Department)
- x. List of Plant Protection Machinery
- xi. List of Laboratory equipments
- xii. List of first aid facilities
- xiii. List of safety measures
- xiv. Copy of Aadhar Card.
- xv. Affidavits with full bio-data from Expert Staff as responsible person for Quality Control and Conduct of business under section 33 of Insecticides Act, 1968 and affidavit from Principal Certificate signatory.
- xvi. Experience Certificates, Qualification Certificates of expert staff and proposed licensee.
- xvii. List of Board of Directors
- xviii. Resolution of Board of the Directors under which a person nominated as Authorised Signatory for issuing Principal Certificates responsible person for quality control and responsible person for conduct of business.
- xix. Power of Attorney of Authorised Signatory

Flow chart for manufacturing license of Plant Protection Chemicals



FORM-II

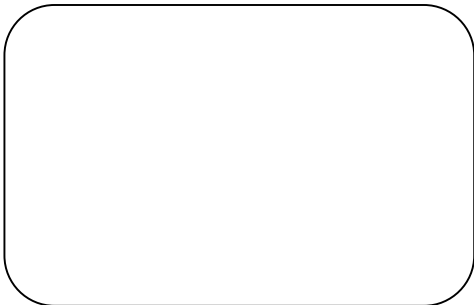
- Application for**
- 1. Grant of License to Manufacture Insecticides**
See sub rule 1 of Rule (9)

Or

 - 2. Grant of license to sell stock or exhibit for sale or distribute Insecticide**
(See sub rule (1) of Rule 10)

Or

 - 3. Grant/Renewal of license to stock and use of Insecticides for Commercial Pest Control Operations See Sub Rule 3 A of Rule 10**



Licensing Officer
Department of Agriculture
Lalmandi, Srinagar.

1	Name Address and email address of the applicant	
a	Name	
b	Parentage	
c	Residential Address	
d	Qualification	
e	Title of the business	
f	Premises situated at	
g	Village	
h	Town	
i	Block	
j	District	
k	PIN	
l	Phone Number	
m	Email ID	
2	Whether the applicant is for	
a	Grant of License to manufacture Insecticides	
b	Grant of license to sell, stock/exhibit for sale/distribution of insecticides	
c	Grant/Renewal of license for commercial pest control operations	
3	Address of manufacturing premises(in case of license to manufacture)	
i	Complete address of premises	
ii	Name of Insecticides and its registration No.(Enclose copy of certificate of Registration of the Insecticide dully certified by the applicant	
iii	Validity of Certificate of Registration (as on certificate of registration)	
4	Complete address(including Name of the lane, pin code, etc) of the premises where the insecticides shall be	
a	Stored/stocked	
b	Sold or exhibit for sale or issued for use in case of commercial pest control operations	
c	Whether any of the premises is situated in residential area(Undertaking to be submitted)	
d	Whether food articles are also stored in any of the above premises (undertaking to be submitted)	

5. a. Qualification of the applicant/the technical personnel under employment of the applicant.

S. No	Name, Parentage & residential address.	Qualification	Experience
b	Whether fulfil minimum qualification as per Insecticide Rules.		
6	Training (wherever applicable)		
a	Name of the training course		
b	Duration of training course		
c	Certificate awarded, if any. (Enclose supporting document)		
7	In case of manufacture, details of facilities for manufacture of the insecticides, including infrastructure and those mentioned in chapter		

	VIII of the insecticides Rules 1971 and the minimum infrastructure guidelines provided by the registration committee. (Enclosed complete details in separate sheet dully signed by the applicant)	
8	In case of application for commercial pest control operations. (Enclose supporting documents)	
a	Address of registered, zonal and branch offices	
b	Address of the premises for which the license is applied for	
c	Whether the approval of technical expertise obtained	
d	If yes, state reference number of approval, its date and validity	
e	Name of restricted insecticides for which approved	
f	Name of responsible technical person	
g	Whether any quantity of restricted insecticides in possession as on date of application	
h	If yes, particulars and respective quantity of each in possession	
i	Details of safety equipment, anti dotes and all other essential facilities	
9	In case of license to sell stock etc and for commercial pest control operations, name of the insecticides and its/their manufacturer/importer which the applicant intends to deal in and status of the principal certificate (s) in the format given below: (Please enclose principal certificate(s) as per format notified vide GSR 399(E) dated: 20-04-2018	

S. No	Particulars of insecticide	Name of the manufacturer/importer	No. of certificate of registration	Detailed Principal certificate No/date of issue/ validity
10	Full particulars of license(s), if issued in the name of applicant by any other State in the area of their jurisdiction.			
11	In case of renewal, please state License No. and date of grant.			
12	Particulars of the application fee paid by the applicant.			
13	Any other relevant information.			

**Signature of the applicant
with Seal**

**Declaration
(Strike out which is not applicable)**

- a. I _____ S/D/o _____ do hereby solemnly verify that the information given in the application and the annexure and statements accompanying it is correct and complete to the best of my knowledge and belief and that nothing has been concealed. I clearly understand that this licence is liable to be cancelled, if any information, or part thereof, is found to be wrong, fake or false at any stage or any condition of licence is violated.
- b. I declare that we have adequate space and facilities to stock insecticides, so as to maintain their quality on shelf.
- c. I shall not supply insecticide(s) to any distributor or dealer or person who does not have adequate space and facilities to stock them so as to maintain their quality on shelf under every circumstance. (for application for licence to manufacture)
- d. I also declare that I shall not take possession of any stock without satisfying myself with the quality thereof.
- e. I undertake that we shall forthwith inform any change in the responsible technical person.
- f. I undertake that we shall forthwith inform any change in principal certificate to licensing officer (not applicable for application for licence to manufacture)
- g. I further declare that I am making this application in my capacity as _____ and that I am competent to make this application and verify it by virtue of _____, and attested copy of which is enclosed herewith. I further declare that I shall abide by the conditions laid down in the licence and failure to do so shall render the licence liable to cancellation.

Place
Date

Signature of the applicant with seal

Signature of Sales-Person

Affidavit

I, Shri _____ S/o _____
R/o _____ which falls under _____ (Rural/Urban) area, do
hereby solemnly affirm and declare as under:

- 01- That Insecticide license already issued under No _____ in favour of our firm is due for renewal/inclusion.
- 02- That the monthly returns sales/stocks will be provided to the licensing authority regularly as per the provisions of Insecticides Act-1968 and Rules made there-under.
- 03- That no consumable items for human being/animals will be stored in the same premises where Insecticides are stored.
- 04- That I shall pay revised fee prescribed in Insecticides Rules subject to final disposal of petitions and the decision of the competent authority shall be binding upon me.
- 05- That I shall intimate licensing authority, if I will join in any Government/Semi Government Department.
- 06- That I shall abide by all the Rules and Regulations of Insecticides Act 1968 and Rules 1971.
- 07- That no sample of the products licensed to me, have been found substandard till date.

Deponent

Verification:

Verified that the contents made above are true and correct to the best of knowledge and belief and nothing has been concealed therein.

Deponent

Affidavit

I, Shri _____ S/o _____ R/o _____
solemnly affirm and declare as under:

- 01- That I intend to apply for fresh pesticides license as per the provisions of Insecticides Act 1968 and Rules made there-under.
- 02- That I shall abide by all the rules and regulations of insecticide act and rules made there under.
- 03- That the monthly returns sale/stock will be provided to the licensing officer regularly as per provisions of insecticide rules 1971.
- 04- That no consumable item for human being/animals shall be/are store in the same premises were insecticides are stored.
- 05- That no food articles shall be/are stored in any of the premises.
- 06- That the premises is/are not situated in the residential areas.
- 07- That I am residing in village_____ Block_____ which falls under _____ (Ruler/urban) area.
- 08- That I shall pay revised fee prescribed in insecticide rules subject to final disposal of petition pending in the Hon'ble High Court at Srinagar and the decision of the competent authority shall be binding upon me.
- 09- That no products, licensed to me, have been found substandard till date.
- 10- That I am not working in any Govt. /Same Govt. Department as on date.
- 11- That at any event, the above mentioned facts proved false, my licence be cancelled without any notice from the licensing officer.

Deponent

Verification:-

Verified that the contents made above are true and correct to the best of my knowledge and belief and nothing has been concealed therein.

Deponent

Employment agreement

This agreement is executed today on the _____ day of _____ (month) _____ (Year) at _____ by and between;

- 01- Shri _____ S/o _____ R/o _____ proprietor of _____ situated at _____ (hereinafter called as party No 01)/Employer
- 02- Shri _____ S/o, d/o, W/o _____ R/o _____ District _____ (hereinafter called as party No 02/Employee)
- 03- Whereas the employer/Party No 01 intends to start business of pesticides under the name and title of _____ at _____ District _____.
- 04- Whereas, the employee/Party No 02 is possessing a graduate degree in _____ in Science with _____ or One year Diploma course in Agriculture/Horticulture or related subjects from recognized university or institute with course content on plant protection and pest management required as prescribed in Rule 10 of Insecticides Rules 1971.
- 05- Whereas, party No 01/Employer is desirous to obtain the services of Party No 02/Employee for operations of the afore-said business establishment and party No 02/Employee has agreed to render his services towards the firm of Party No 01 for a period of _____ with effect from _____ on the terms and conditions which shall form a part of this agreement.

Now this agreement witnesses as under:

Duration of agreement

That the initial work of agreement between party No 01 and 02 shall be for a minimum period of _____ years and same can be extended upon the mutual consent of both parties.

Commencement

This agreement shall commence from the date on which the party No 02/Employee assume the charge of his/her duties and shall remain in-force until it is dully terminated.

Remunerations

The party No 02/Employee will receive monthly salary of Rs. _____ from party No 01 through digital mode or by cheque to ensure that party No 02 is employed with the firm or Party No 01.

Duties

- a) Party No 02/Employee will attend office/shop regularly during the working hours as fixed by the party No 01 and perform the duties entrusted to him/her sincerely, faithfully and honestly. He/She further, agrees to work outside the working hours whenever called upon to do s, if the situation demands.
- b) Party No 01 shall have to write to allot any duty to party No 02 for which he/she may be considered fit and competent where the interest of the firm and business may need his/her services.
- c) Party No 02 shall not either during the continuance of his/her employment hereunder or thereafter except in the course of his/her duties as such employee or under any law for time being in-force divulge to any person what-so-ever and shall use his/her best endeavour to prevent the publication of disclosure of any information as to the practices, business dealing or affairs of any its customers with the bank or any other matter which may come to him/her knowledge by reason of his/her employment under this agreement.
- d) The party No 02 shall devote the whole of his/her time, attention and abilities etc. To the business of the firm and shall obey all the orders issued from time to time or given to him/her by party No 01 in all respects and conform to and comply with the directions given and regulations made by Party No 01 and shall also diligently and faithfully serve the firm and use his/her utmost endeavour to promote its interest.

Termination

The party No 02 shall not leave or discontinue his/her services with the firm without giving notice in writing to party No 01 of his/her intention to leave or discontinue his/her services or resigned and in case discontinuance of services a notice period of 15 days shall be served by the party No 02.

That the parties have amicably decided to enter into this agreement upon their mutual consent and understanding without any undue pressure/force/threat from any third quarter thereof and all disputes shall be arbitrated within the jurisdiction of competent courts.

IN WITNESS WHEREOF the parties here to this agreement have put their respective signatures into this agreement after having read and understood the terms and conditions of this agreement in their language of origin on the day and date mentioned herein-above.

Witness _____
1) Name _____
2) Parentage _____
3) R/o _____

Party No 1 (Employer) _____
Name _____
Parentage _____
R/o _____

Witness _____
1) Name _____
2) Parentage _____
3) R/o _____

Party No 2 (Employee) _____
Name _____
Parentage _____
R/o _____

GOVERNMENT OF JAMMU AND KASHMIR
DIRECTORATE OF AGRICULTURE KASHMIR
FORM-III

License to Manufacture Insecticides
(See Sub Rule-3 of Rule 9)

or

License to sell stock or exhibit for sale or distribute Insecticides
(See sub rule (4) of Rule 10)

Or

Stock and Use of Insecticides for Commercial Pest Control Operations
(See sub Rule 3A of Rule 1)

(Separate license to be issued for manufacture/sale, stock etc./pest Control operations)

1	License No	
a	License to manufacture/sell, stock or exhibit for sale or distribute insecticide (s) / carrying out pest control operations in the premises situated at	
Complete address along with PIN		
Particulars		Detail of Proprietor
Name		Detail of Salesman
Parentage		
Residential address		
Premises situated at		
Village		
Town		
Block		
District		
PIN		
Qualification		
Phone Number		
Email ID		-

S. No	Particulars of the Insecticides	Trade Name	CIB registration No	Name of Manufacturing Company	Validity of PC

- 01- The Insecticide (s) shall be manufactured/sell, stock or exhibit for sale of distribute insecticide/commercial pest control operations under the directions and supervision of the following expert staff
- a. For manufacture: Name(s) and designation of the expert staff (Insecticide wise, if any); and
 - b. For sale/stock/pest control operations: Name and designation of the expert staff.
3. The license is subject to such conditions as may be specified in the rules for the time being in force under the insecticides Act-1968 as well as the conditions on the certificate of registration and others as stated below.

CONDITIONS

1. *The license shall be displayed in the prominent placed in the premises for which the license is being issued and shall be produced for inspection as and when required by an Insecticide Inspector, Licensing Officer or any other Officer authorised by the Government in this regard.*
2. *Any change in the name of the expert staff, named in the licence, shall forthwith be reported to the licensing officer.*
3. *The licensee shall scrupulously comply with each and every condition of registration of the insecticide(s), failing which the licence is liable to be cancelled.*
4. *No insecticide shall be sold or exhibited for sale or distributed or issued for use in commercial pest control operations except in packages approved by the Registration Committee from time to time.*
5. *If the licensee wants to manufacture/sell, stock or exhibit for sale of distribute/stock and use for commercial pest control operations, any additional insecticide, he may apply to the licensing officer for addition in the licence for each such insecticide on payment of the prescribed fee.*
6. *For pest control operations and application for the renewal of the licence shall be made as laid down in sub-rule (3A) of rule 10 of the Insecticides Rules, 1971.*
7. *The licensee shall comply with the provisions of the Insecticides Act, 1968, and the rules made there under for the time being in force.*
8. *The licence also authorizes the storage and stocking of insecticide(s) manufactured at the licensed premises, in the factory premises for sale by way of wholesale dealing the licensee.*
9. *The licensee shall maintain the record of "date expired insecticide" separately in the format as per Appendix A.*
10. *The licensee shall maintain the record of sale /distribution of insecticides in the format as per Appendix B and shall submit monthly return to the Licensing officer.*
11. *The licensee shall maintain the stock register for technical and formulated products separately as per Appendix C1 and C2 , respectively. (For manufacturer only).*
12. *The licensee shall submit the monthly return for technical grade and formulated insecticides separately as per Appendix D1 and D2, respectively. (For manufacturer only)*
13. *The licensee shall maintain a record of periodical medical examination of persons engaged in connection with insecticides as per Appendix- E.*

Signatures of the Licensing Officer
With Seal