**Form-V**

**Licence For The Acquisition/ Possession And Carrying Of Arms Or Ammunition For The**

**Protection Of Crops Or Cattle**

FEE: FREE OF FEE

|  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| Name, descriptionand residenceof licensee | Name and description ofmember of the licensee’s family or servant employed to watch crops or cattle residing with him, by whom the arms or ammunition covered by this licence may also be used  | Brief descriptions of each weapon with details e.g. registered No. and other identification marks |

|  |
| --- |
| Arms and ammunition |
| Quantity and description ofeach kind of ammunition |
| Maximum to be possessedat any onetime | Maximumpurchasableduring theyear |

 | Place or areafor which thelicence isValid | \*Period forwhich thelicence isvalid | Date on whichthe licence or thearms of both shallbe produced forinspection beforethe licensingauthority underrule 52 (2) |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 |
| The | Of 19  | Signature and designation of the officer specially empowered to sign the licence under rule 4. | Signature of licensing AuthorityDesignation ……………………..Place …………………………… |

\*Provided that where a licence is granted in Form III, Form IV, Form V or Form VI for the possession of arms to be acquired by the licensee subsequent to the grant of the licence, the authority granting the licence shall, at the time of granting the same, direct that within a period specified by him in this behalf, which he may be extended from time to time, the arms covered by the licence shall be acquired and that the licence or the arms or both produced for his inspection, and if within the period so specified or extended, the licensee fails to acquire the arms and to produce the licence or the arms or both, as the case may be, the licence shall cease to be in force.

**FORM OF RENEWAL OF THE LICENCE**

|  |  |  |  |
| --- | --- | --- | --- |
| Date and year of renewal | Date on which renewed licence expires | Name (in capital)/Signature and designation of renewing authority | SEAL |

**CONDITIONS**

1. This licence is granted subject of all the provisions of the Arms Act, 1959, and of the Arms Rules, 1962.

2. The licensee shall not carry any arms covered by his licence otherwise than in good faith for destruction of wild animals which do injury to crops or cattle, nor shall he take any such arms to a fair, religious procession or other public assemblage or to any considerable distance beyond the place of area entered in column 6:

Provided that save where he is specially authorised in this behalf by the District Magistrate concerned the licensee shall not carry any arms covered by the licence within the cam us or precincts of any educational institution.

3. He shall not lend any arms or ammunition covered by this licence to any person, other that a member of has family or servant who may be employed by the licensee to protect the corps or cattle situated in the area specified in the licence and who is mentioned in column 2 of the licence.

4. The licensee shall-

(a) On demand by an authorized officer produce the weapon covered by this licence;

(b) Not sell or transfer any arms or ammunition or any part thereof covered by this licence to any person not lawfully entitled to possess them;

(c) Forthwith give information at the nearest police station of the loss or theft of any arms or ammunition covered by this licence; and

(d) Give prior intimation to the licensing authority concerned of his intention to break up or dispose of any arms or ammunition or any part thereof otherwise than as mentioned in clause (b) above; failing which proof of the articles having been broken up or disposed of will have to be furnished to the satisfaction of the licensing authority.

5. He shall not keep Government arms or ammunition.

***Explanation. -****For* the purposes of this condition 7-

***7. “Government arm****”* means a firearm or other weapon which is the property of the Government; and ***7. “Government ammunition”***means ammunition manufactured in any Government factory, or prepared for and supplied to Government other” such ammunition as may be released by Government for civilian use.

6. Condition 5 may be cancelled by the authority granting the licence if empowered to do so by the Central Government and an endorsement added showing the Government arms and ammunition, which the licensee isentitled to possess.

7. He shall not purchase or possess ammunition of any kind in excess of the maximum allowed under columns 3 and 4 of the licence or of the maximum, which may, from time to time, be fixed by the Central Government for the amount purchasable in a year and for the amount that may be possessed at any one time.

8. At time of purchasing any arms or ammunition he shall cause the following particulars to be endorsed upon his licence under the vendor’s signature, namely

(a) The name, description and residence of the person who takes delivery of the articles purchased;

(b) The nature and quantity of the articles purchased; and

(c) The date of purchase;

And if the arms are purchased from any person other than a licensed dealer, he shall also cause the particulars specified in clauses (b) and (c) to be furnished in writing to the authority who granted this licence within such period as may be prescribed for this purpose by such authority. No purchase of ammunition shall, however, be permitted except on a written certificate from the licensee certifying that with the amount proposed to be purchased the total quantity of ammunition in his possession will not exceed the maximum which he is entitled to possess at any one time, or his total allowance for the year.

9. Without prejudice to the avoidance of this licence for breach of any of the foregoing conditions, it shall be void if,

(a) The licensee dies, or

(b) Any weapon-covered thereby-

(i) Is sold or transferred; or

(ii) Is attached in execution of a decree:

Provided that there a weapon is sold or transferred, the licensing authority may permit the holder of the licence to acquire a fresh weapon of the same description within such period as may be specified by him in this behalf and subject to-

(a) The production of the weapon so acquired or the licence or both before the aforesaid licensing authority for inspection as required under sub-rule (2) of rule 52, and

(b) The payment of the prescribed licence fee in respect of the weapon so acquired.

10. The authority granting or renewing the licence has the right to enquire at any time during the currency of the licence whether any weapon for which it has been granted is still in the possession of the licensee and to require production of the weapon for the purposes of such enquiry.

11. Where, after the end of any harvest season, the State Government considers it expedient that for the protection of wild life in any area, any firearm or ammunition licensed in this form should be deposited in a police station or witha licensed dealer, it may, by order, require any licensee to so deposit such firearm or ammunition for such period as the arms are not required for protection to crops or cattle and as may be specified therein, and thereupon the licensee shall be bound to comply with such order

***Notes. -***(1)Any breach of the conditions of this licence is punishable with imprisonment for a term, which may extend to three months, or with fine, which may extend to Rs. 500, or with both (Section 30 of the Act).

(2). Licences are warned that in case sell or transfer any arms or ammunition covered by the licences possessed by them to any person, they shall forthwith inform inwritting the District Magistrate having jurisdiction or the officer-in-charge of the nearest police station, of such sale or transfer, together, with the particulars of the firearms and ammunition and the person to whom they have been sold or transferred (Section 15 of the Arms Act, 1959). Failure to give such information is punishable with imprisonment for a term, which may extend to Rs. 500, or with both [Section 25 (3) of the Act.]