

FORM III

Licence for the acquisition, possession and carrying of arms or ammunition for sport/protection/display*

1 The fees payable in respect of the initial grant and each subsequent year of grant or renewal of licenses in this Form shall be at the rates as shown against Sl. No.3 under Schedule IV.

II The reduced fees for renewal will ordinarily be available only if application for renewal is made within one month after the date of expiry of the licence and if application is not made within that period. The licensing authority may in his discretion, levy,-

- (a) Full fee as for initial grant of the licence; and
- (b) If he is satisfied that the delay is not justifiable or excusable.
Not serious enough to warrant revocation of the licence or prosecution
Of the licensees, a late fee not exceeding the amount of the licence fee, if fee is charged, or Rs. 100 in other cases, unless he considers it not necessary to renew the licence.

III. Where a licence in this Form is granted or renewed for a period exceeding one year, the fee shall be calculated at the rates reckoned as one whole year for the purpose:

Provided that the fee shall be –

- (a) the actual rates prescribed against Sl.No. 3 under Schedule IV, of initial grant
in respect of the first year, and
- (b) the annual rate prescribed against Sl.No. 3 under Schedule IV for renewal in
respect of each year or part there of beyond the first year.

Serial number of licence	Name, description and residence of licensee	Arms and ammunition that licensee is entitled to possess.		Name (parents name) and address of retainer (if any)	
		Brief description of each weapon with details, e.g., identification marks register number etc.,	Quantity and description of each kind of ammunition.		Maximum to be possessed at any one time
1	2	3	4	5	6

Arms or Ammunition that retainer is entitled to possess		Area with in which the licence is issued	Date on which licence	Date on which the licence or the arms or both shall be produced for inspection before licensing authority under Rules 52(2)
Arms	Ammunition			
7	8	9	10	11

Name (in Capital/Signature of the Licensing Authority
 Designation..... place The Of 19..... (SEAL)

(Signature and designation of the officer specially

empowered to sign the licence

under Rule 4)

Designation..... Place The inappropriate term(s) should be deleted, the word "tourist" shall be stamped across a licence issued under entry 3©© of Schedule II.

**Provided that where a licence is granted in Form III, IV, V or 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 from time to time extend, the arms covered by the licence shall be acquired and that the licence or the arms or both shall be 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	1(Name (in Capital)/Signature and designation of the Renewing authority.	2(Signature and designation of the officer specially empowered to sign the licence under Rules 4)	Seal
1	2	3	4	5

CONDITIONS

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

2. It covers only the person named, and arms or ammunition described therein and such retainer (if any) as may be entered in Col. 6: Provided that if the licensee is a recognized *shikar* agent in possession of certificate to that effect from the Central Government he shall be able to lend his weapons covered by his licence for use by any foreign tourist accompanying him and in possession of a shooting licence under the local Games Rules, valid for the area where shooting by the latter is intended:
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Provided further that the licensee shall be able to lend his weapon temporarily for a period not exceeding a fortnight for the purpose of sport only to a person lawful entitled to possess such type of weapon and subject to the conditions that –

- (a) the weapon is used by the borrower in the presence of the licence- holder or under his written authority, which shall show the number and other identification marks of the weapon and the period for which it is lent :
 - (b) in the event of the weapon being misused by, or stolen or lost due to the gross negligence of, the borrower, the licence thereof shall be liable to be revoked : and
 - (c) the borrower shall, on demand, produce proof of such lending.
3. If the licensee is a *bona fide* foreign tourist, the word "tourist" shall be stamped on his licence by the licensing authority.
4. This licence is valid to the extent specified in Col.9 subject, in the case of licence having effect in any area outside the State in which it is granted or renewed, to any restrictions which may be imposed in such area by any general or special order of the Central Government.
1(4-A. A licensee, having an arms licence valid throughout India, which carries the licensed weapon or weapons to any place outside the State where he normally resides, shall, within 48 years of his arrival at such place, intimate in writing to the officer in charge of the police station or the Superintendent of Police having jurisdiction over that place, the fact of his arrival at that place and the particulars of any such weapon.)
5. The licensee or any retainer acting under this licence shall not carry any arms covered thereby otherwise than in good faith for the purpose of sport/protection/display : and, save where he is specially authorized in this behalf by the District Magistrate concerned, he shall not take any such arms to a fair, religious procession or other public assemblage 2(or within the campus or precincts of any educational institution.)
6. The licensee, at the time of purchasing any arms or ammunition 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 or ammunition are purchased from any person other than a licensed dealer, shall also cause the particulars specified in Cls. (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.

7. He shall not purchase ammunition of any kind in excess of the maximum, which may from time to time be fixed by the Central Government. Such maximum may be prescribed both for the amount purchasable in a calendar year and for the amount that may be possessed at any one time. If, however, a licensee exhausts the total quantity of ammunition purchasable in a year earlier than the close of the year, he may for good and sufficient reasons be given a temporary increase in the total quantity purchasable at the discretion of the licensing authority.

8. He shall not possess Government arms and ammunition.

Explanation—For the purpose of this condition—

a) "Government arms" means a fire-arm or other weapon which is the property of the Government : and

b) "Government ammunition" means ammunition manufactured in any Government factory, or prepared for and supplied to Government other than such ammunition as may be released by Government for civilian use.

9. The licensee shall--

- (a) on demand by an authorized officer produce the arms possessed under 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 fire- arms or ammunition or any part thereof (otherwise than as mentioned in note below): 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.

10. Condition 8 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, and an endorsement added showing the Government arms or ammunition, which the licensee is authorized to possess.

11. Where the licence is granted for the purpose of sport, the licensee or any retainer or any foreign tourist or other person referred to in the proviso to Condition 2 or any other person using the weapon under the licence shall observe such close season as may be prescribed by the State Government concerned in respect of the game birds and animals.

1 (12. (a) The licensee may, at his option, apply to the nearest licensing authority having jurisdiction for renewal of the licence as and when it becomes necessary.

(b) If a person who holds a licence in Form III changes his place of residence, permanently or temporarily for more than thirty consecutive days, and carries with him the weapon covered by the licence to a place other than that indicated in col. (2) of the licence, he shall, 2 (within thirty days of such change), send intimation about such change to the licensing authority of the place of his new residence as well as to the authority which granted the licence or last renewed it, as the case may be, and shall, on demand, forthwith produce the licence and the weapon to the first mentioned authority for making necessary entry in the licence to indicate therein the particulars of the new residence of the licensee.)

13. Without prejudice to the voidance 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:

3 (Provided that where 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.)

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

Note 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).

Note 2. - Licensees are warned that in case they, sell or transfer any arms or ammunition covered by the licences possessed by them to any person they shall forthwith inform in writing 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 fire arms and/or ammunition and the person to whom they have been sold or transferred(Section 5 of the Arms Act, 1959). Failure to give such information is punishable with imprisonment for a term which may extend to six months, or with fine which may extend to Rs.500 or with both (Section 25(3) of the Act).

FORM III-A

Licence for possession and carrying by a retainer of arms or ammunition for the purpose sport/protection/display.

1(*)**

Sl.No. of Licence	Name, description and residence of person exempted under Sec.41, who has nominated the licensee	Name and residence of licensee	2(Name and residence of parent of licensee)
1	2	3	4

Arms and ammunition that licensee in entitled to possess and carry		Area of validity of licence, i.e., throughout India, State of district.	Date on which licence expires (or the date on which the person specified in Col.2) ceases to be exempted under Sec. 41. (Whichever is earlier)
Brief description of each weapon with details, e.g. identification marks, register No. etc.,	Quantity and description of each kind of ammunition.		

3(Name (in Capital/Signature of the Licensing Authority
 Designation..... place The Of
 19..... (SEAL)

4(Signature and designation of the officer
 specially

empowered to sign the licence

under Rule 4)

Designation.
 Place

FORM OF RENEWAL OF THE LICENCE

Date and year of renewal	Date of which renewed licence expires	1(Name (in capital)/signature and designation of the Renewing Authority)	2(Signature and designation of the officer specially empowered to sign the licence under Rule 4)	Seal
1	2	3	4	5

CONDITIONS

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

2. It covers only the person named in Col.3 of this licence and the arms or ammunition described in cols. 5 and 6.

3. This licence is valid to the extent specified in column 7, subject in the case of licence having effect in an area outside the State in which it is granted, or renewed, to any restrictions which may be imposed in such area by any general or special order of the Central Government.

3(3-A. A licensee, having an arms licence valid throughout India, who carries the licensed weapon or weapons to any place outside the State where he normally resides, shall, within 48 hours of his arrival at such place, intimate in writing to the officer-in-charge of the police station or the Superintendent of police having jurisdiction over that place the fact of his arrival at that place and the particulars of any such weapon.)

4. This licence shall only be granted to a person nominated in that behalf and certified to be his own retainer by a person exempted under Sec. 41 of the Act, and it shall only be granted in respect of the arms or ammunition specified in this behalf by, and being the property of, such exempted person.

5. The grant/renewal of his licence is subject to the condition that it shall expire on the date on which the person specified in col.2 of this licence ceases to be exempted under Sec. 41 of the Act where such date is earlier than the date on which it would otherwise expire in the normal course.

6. The licensee shall not carry any arms covered by this licence otherwise than in good faith for the purpose of sport/protection/display : and, save

where he is specially authorized in this behalf by the District Magistrate concerned, he shall not take any such arms to a fair, religious procession or other public assemblage 1(or within the campus or precincts of any educational institution.)

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

Note:- Any breach of the condition 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).

FORM III-B

Shri son of Of Village/ town Of district Is hereby appointed to be an arm retainer of the company entitling him to possess, carry and use, for all lawful order, issued by me as a representative of the company, the following arms or ammunition covered by the said licence:

Arms Ammunition

Shri Must carry this permit with him when carrying the arms or ammunition : he shall not carry the arms or ammunition to an area not covered by the licence.

Dated
Signature

Designation and full address of the No.....
Company Valid for the period

Signature or thumb-impression
And identification marks of the retainer.