

7. AGENDA & BUSINESS :

The agenda for the meeting shall be prepared in writing within the limits of the statutory functions mentioned in sub-section (3) of section 196 of the Regulation by the Member Secretary of the Committee.

The transaction of business shall be unanimously done and not through voting and passing of resolutions. Dissenting views should be compulsorily recorded.

8. SERVICE OF MEETING NOTICE AND AGENDA :

Notice of the meeting with the agenda shall be served on all the members of the Committee following the procedure specified below :—

- (i) by giving or tendering notice of the meeting to the member concerned in person ; or
- (ii) in case personal service could not be effected, by tendering it to an adult member of the Committee member's family; or
- (iii) if no adult member of his family is available for such service, it shall be sent by registered post with acknowledgement due ;
- (iv) if no adult member of his family is available for such service, by affixing it on the conspicuous place of his last known residence or business place of member in the presence of a responsible person of that village.
- (v) the copies of the notice of the meeting with agenda of the Committee may be supplied to the local press representatives.

9. ATTENDANCE OF THE MEETING :

The members attending the meeting of the Committee shall sign in the attendance register kept for the purpose.

10. QUORUM :

- (i) No business shall be transacted at a meeting unless there be present not less than one-fifth of the number of members of the Committee including the ex-officio members, throughout the duration of the meeting.
- (ii) If within half an hour after the time appointed for a meeting, a quorum is not present, the meeting shall be adjourned to a date and time to be specified by the Chairperson.

11. ADJOURNMENT OF THE MEETING FOR OTHER REASONS :

The Chairperson while transacting the business at the meeting can adjourn any meeting sine die for valid reasons.

12. MINUTES OF THE PROCEEDINGS :

At each meeting of the Committee, minutes shall be drawn up and entered in a book kept for that purpose. The responsibility for recording the minutes shall vest with the Member Secretary of the Committee or in his absence any other officer authorized by the Chairperson.

Minutes of the meeting should be issued within 7 days. No video recording shall be permitted during meetings. Audio recording will be permitted.

13. CUSTODY OF RECORDS :

The Member Secretary of the Committee shall have the custody of proceedings and records of the Committee.

14. OFFICIAL MEMBERS WITHOUT VOTING RIGHT :

All Heads of Government departments and Government bodies as specified by the Government by order from time to time shall be the special invitees of the Committee without voting right. They cannot be counted for the purpose of the quorum.

By order and in the name of the Lieutenant Governor,

Sd/-

(Sasikala Viswanathan)
Assistant Secretary (Panch.)

*Guidelines for Allotment of Fixed
Assets constructed
by PRIs*

GUIDELINES FOR ALLOTMENT OF FIXED ASSETS CONSTRUCTED BY PRIs

The Panchayati Raj Institutions (PRIs) have started creating fixed assets like Panchayat Market, Shops, Gumtias, etc. out of the grants given by the Administration to augment their resources and sustainability. A need has been felt to evolve guidelines for grant of license for such assets to ensure the interest of weaker sections of society apart from ensuring a mechanism to take care of inflation. The policy to be followed for grant of license of Shops/Gumtias by the PRIs shall come under force with effect from 1st January, 2002.

CONDITIONS

1. **Licensors:** The licensees will necessarily be the ordinary residents of the PRIs concerned, as defined under section 4(2) of A & N Islands (Panchayat) Regulation, 1994.
2. **Reservation:** To safeguard the interests of the weaker sections of society following reservations will be made.
 - 10% for physically handicapped.
 - 20% for people below poverty line (BPL).
 - 10% for widows.
 - 10% for ex-servicemen.
3. **System of licence:** For general category, the allotment will be made on the basis of highest bid amount of security added with 5 years rental quoted by the bidders. Minimum amount of security and monthly rental may be prescribed by the PRI concerned. For the categories reserved for weaker sections, the allotment will be made on the minimum amount of security prescribed by the PRI concerned. If the number of applicants exceed the reserved quota in each category, allotment will be done on the basis of lottery system. If the reserved quota remains unfilled in a particular category, that will be taken in the general category for allotment for the period mentioned in item 5 of the guidelines.
4. **Inflation:** Increase of the monthly license fee @ 10% p.a. shall be incorporated in the agreement to be signed between the PRI and the licensee.
5. **Period of License:** The allotment will be made for a period of 11 months which may be extended by a further period of 11 months on mutual acceptance.
6. **Agreement:** An agreement shall be executed by the licensee with the PRI concerned in the enclosed format.
7. **Payment of Duty/Tax/Charges:** All duties/taxes/charges leviable upon allottee on enterprise, such as electricity & water charges, conservancy tax, taxes on business/profession etc. will be borne by the licensee, except tax on property, if levied in future.
8. **Payment:** The fee will be payable by 10th of the month to which it pertains. Any delay beyond this date will attract penal interest at rate of 5% p.m. for which the period less than 30 days will be counted as one month. In case of non-payment of license fee for 3 consecutive months, without any approval of PRI, the license will stand cancelled automatically.
9. **Recovery of Unpaid Rent:** The unpaid rent will be recovered as arrears of land revenue, if it is more than security deposit.
10. **Sub-letting of premises:** Sub-letting of premises by the licensee to any third party shall lead to cancellation of allotment.
11. **Insurance of property:** The licensee shall insure the property against flood, fire, earthquake and other natural calamities on his own expenses.
12. The PRIs shall have right to take back the property for their reasonable requirement after returning the security at any time with an advance notice of one month.
13. **Allotment Committee:** The Allotment Committee shall consist of at least three members of the PRI concerned and the senior most revenue officer available there (Patwari in case of Gram Panchayat, Tehsildar/Assistant Commissioner in case of Samiti and Dy. Commissioner in the Case of Zilla Parishad) will be the special invitee who will submit a report on the process of allotment to Director (Panchayat). The Allotment Committee shall be constituted by PRI concerned by majority vote in the open house.

Sd/-
(Sanjiv Kumar)
Secretary (Panchayat)

AGREEMENT

This Agreement is made on this day of _____ 20____ between the Panchayat Secretary/Executive Officer/Chief Executive Officer (here-in-after called the licensor which expression unless repugnant to the context shall include successors) on the one part and Shri/Smti _____ S/o/W/o _____ (here-in-after called the licensee) on the other part.

Whereas the _____ Gram Panchayat/Panchayat Samiti / Zilla Parishad proposes to grant licence of the shop room(s) bearing No (s) _____ to the licensee in the _____ market namely _____ at _____ vide Order No. _____ dated _____ for running the business/trade of (clearly specify the nature & character of business / trade) _____;

Whereby, it is agreed between the parties as follows :

1. License is granted for _____ years commencing from the date of execution of the agreement.
2. The licence fee of Rs. _____ per mensem shall be paid by the licensee on 10th of every month and if not paid for three consecutive months, the licensee shall liable to be terminated. Fine of 5 % per month on licence fee shall be charged in case the licence fails to pay the fee on or before 10th of the month concerned. Period of less than 30 days shall be counted as one month for calculation of the fine. The licence fee will increase 10% every year and the licensee will be bound to pay the revised monthly licence fee from the date of its effectiveness by 10th of every month in advance.
3. The licensee shall take over the shop room(s) from the Panchayat Secretary/Executive Officer /Chief Executive Officer or his/her authorized representative(s) duly acknowledging the taking over possession of the room(s) alongwith its fittings and fixtures.
4. The licensee shall not sublet, sell or transfer his/her licence to any other person(s) at any time under any circumstances.
5. The grant of licence of the shop room(s) is for the purpose of running the business/trade only and the licensee shall have no rights or claims over the property/premises.
6. That if the licensee fails to pay the monthly licence fee to the PRI concerned for a period of three months consecutively, licence will stand terminated without notice and the PRI concerned will take over the premises and initiate legal action for recovery of the arrears of rent as arrears of land revenue.
7. The licensee shall not convert the shop(s) for his/her residential purpose. Also the licensee shall not use the shop room(s) for cooking or for any other activities than the one for which licence is granted.
8. The licensee shall not run any offensive business/trade/activities in the shop room(s) detrimental to the public policy.
9. The licensee shall make his/her own arrangements for the water supply and electricity at his/her own cost and the charges towards the water supply and electricity shall be borne directly by him/her which shall have no part with the licensee fee levied.
10. The licensee shall not make any addition or alternations to the shop room(s).
11. The license must not add or erect on the room/premises any permanent structure.
12. The licensee shall not carry out any business/trade other than the business/trade for which the shop has been allotted.
13. Upon the termination of the licence the licensee shall put the licensor into the possession of the property in the same original condition in which it was granted except reasonable wear and bear.
14. The licensee shall insure the property against flood, fire, earthquake and other natural calamities on his own expenses.
15. The licensor shall have the right to reenter the property and take over possession for their reasonable requirement after returning the security at any time with an advance notice of one month.
16. The order of licence and the relevant clause/sections of Panchayat Regulation/Rules/Bye-laws also form a part of this agreement.
17. The licensee shall abide all such Panchayat Raj Regulations Rules & Bye-laws made thereunder, which may be in force alongwith their amendments made from time to time.
18. Any breach or violation of this agreement shall be the ground for termination of the licence and the Gram Panchayat/Panchayat Samiti/Zilla Parishad shall not be responsible for any loss(s) or damage(s) whatsoever caused to the licensee due to such termination.

In witness whereof the Panchayat Secretary/Executive Officer/Chief Executive Officer, and the licensee have subscribed their respective hands on this agreement today the day of _____ 20_____.

Signature of the tenant.

Witness

(1)

(2)

Signature of the PS/EP/CEO