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**THE HIMACHAL PRADESH  
AGRICULTURAL PRODUCE  
MARKET COMMITTEES  
BYE-LAWS, 2007**



H.P. AGRICULTURE MARKETING BOARD

*Published by:*

**HIMACHAL PRADESH STATE AGRICULTURAL MARKETING BOARD  
KHALINI, SHIMLA-2**

# THE HIMACHAL PRADESH AGRICULTURAL PRODUCE MARKET COMMITTEES BYE-LAWS-2007\*

## CHAPTER-I

### PRELIMINARY

**1. Short title.**—These bye-laws may be called the Agricultural Produce Market Committees Bye-laws, 2007.

**2. Definitions.**—(1) In these bye-laws, unless there is any thing repugnant in the subject or context:—

- (a) “**Act**” means the Himachal Pradesh Agricultural and Horticultural Produce Marketing (Development and Regulation) Act, 2005 (Act No. 20 of 2005);
- (b) “**authorised weights**” shall have the same meaning as assigned to the term ‘standard weight or measure’ under the Himachal Pradesh Weights and Measures (Enforcement) Act, 1968 (23 of 1968);
- (c) “**auction site**” means the place or places in the market approved by the committee for auction of agricultural produce;
- (d) “**Committee**” means the Agricultural Produce Market Committee established under section 29 of the Act;
- (e) “**Deputy Commissioner**” means the Deputy Commissioner of the District having jurisdiction over the notified market area and if such area is situated in more than one district, the Deputy Commissioner of one of the concerned districts, as may be designated by the State Government in this behalf; and includes any person authorized by him to act on his behalf;
- (f) “**registered**” means a person who is holder of a valid registration granted by the Committee and includes a person who is liable to obtain a registration certificate under the Act;

\* Publishing in the Rajpatra, dated 22nd September, 2007 at page No. 5619-5656.

- (g) “**office of the Committee**” means the office including a branch office as may be so specified by the committee;
- (h) “**Place**” includes any stall, shop, shed, pen, structure, enclosure or open space used for marketing of agricultural produce;
- (i) “**proposition**” means a formal proposal;
- (j) “**rules**” means the Himachal Pradesh Agricultural and Horticultural produce Marketing (General) Rules, 2006 and or the Himachal Pradesh Agricultural and Horticultural produce Marketing (Financial) Rules, 2006, as the context may require.
- (k) “**transport**” means any means of carriage howsoever propelled and include beasts of burden and transporter means the owner, proprietor, co-owner or his agent or one who plies on hire or for any other tangible or intangible consideration.
- (l) “**unit**” means any single package, container, bag, can, drum or any other receptacle conforming to the requirements of the Marketing Standard Bureau for different agriculture commodities.
- (m) “**weigh**” means and includes the entire process of filling, putting on the scale and adjusting weights in order to ascertain the exact weight of one or more units.
- (2) Words and expressions used in these bye-laws but not defined herein shall have the same meaning respectively as is assigned to them either in the Act or the rules and the regulations.

## CHAPTER-II

### CONSTITUTION OF AGRICULTURAL PRODUCE MARKET COMMITTEES

3. *Constitution of Agricultural Produce Market Committee.*—(1) For the purpose of constituting a committee for a particular notified market area, and to nominate non-official members, the chairman of the Board shall invite from the Deputy commissioner concerned a panel of qualified persons, equal to twice the number of vacancies, as per the specific requirement of sub-section (3) of section 30 of the Act, preferably to reach him by a given date.

(2) On receipt of the panel from the Deputy Commissioner, the Chairman, with all possible dispatch, shall transmit it to the State Government alongwith his recommendation and suggestions, if any, as a prelude to the constitution of the committee and nomination and notification of non-official members thereon under section 30 of the Act.

(3) As and when a non-official member vacates his seat, as a result of death, resignation, retirement, transfer, removal or for any other reason, the Managing Director shall, as early as practicable, initiate action, in the manner enunciated in sub bye-law (1) and (2) above, bearing in mind the character and category of the class to which the vacancy relates.

(4) Unless otherwise provided the committee shall come into existence and become functional from the date the Government notification establishing it under section 29 is published in the Himachal Pradesh Rajpatra.

(5) The term of office of a non-official member shall commence from the date the appointment is published in the Himachal Pradesh Rajpatra.

(6) No sooner a committee is constituted, the Managing Director shall give the fact as wide a publicity as he may consider reasonable and desirable by adopting one or more modes of information dissemination.

#### 4. *Filling of casual vacancy in the office of chairman of a committee.*—

(1) Whenever a vacancy is caused in the office of the chairman of a committee, because of death, resignation, removal or otherwise the chairman of the Board or the Managing Director, if so directed by a general or special order by the former, may

appoint a date, time and place of a meeting to be held exclusively for the purpose of holding election to the vacancy and direct the member functioning as chairman in terms of sub-section (2) of section 36 of the Act, accordingly to convene the meeting.

(2) The said meeting presided over by an officer nominated by the chairman of the Board, shall forthwith proceed to hold the election, in terms of Section 35 and in so far as possible, in the manner specified in rule 12 and 13 of the (General) Rules, 2007.

5. *Motion of no confidence against chairman.*—(1) Any non-official member desirous of expressing no confidence in the chairman may give notice in writing (in form 'A') to the Secretary specifying clearly and precisely the point(s) in support of his intention :

Provided that the notice shall be supported by the signatures of at least one half of the non-official members of the committee.

(2) The Secretary, as soon as possible, shall report the matter to the Managing Director who shall fix a day, which in no case shall be beyond thirty days of the date the notice was received by the Secretary, for the purpose of holding a meeting to consider the matter.

(3) After ascertaining the name and particulars of the officer authorized by the State Government to preside, the Managing Director, shall communicate it to the Secretary and direct him to summon the meeting on the date, time, and place fixed by the former.

(4) Soon after the meeting is over, the Secretary shall immediately provide to the Managing Director a copy of the minutes specifying *inter-alia* the ultimate outcome, and the voting pattern viz; names of members who voted for and against the motion.

### CHAPTER-III

## PROCEDURE TO TRANSACT BUSINESS

6. *Time and place of meeting.*—(1) A meeting of the committee shall ordinarily be held at the headquarter of the committee at least once in three months on the date and time fixed by the chairman.

(2) The chairman may in his own discretion or on requisition in writing of not less than one half of the total number of the committee members call an emergent meeting of the Committee.

(3) If at any time the Chairman is satisfied that circumstances exist which render necessary to take immediate action, he may direct that a matter and if more than one the matters instead of being brought up for discussion at a meeting be circulated, to all the members, for opinion and if more than one half of the members support the proposed line of action the matter may be dealt with accordingly:

Provided that all such matters shall be brought to the notice of the Committee when it meets next.

7. *Manner of convening a meeting and of giving notice.*—(1) Notice of every meeting shall be issued by the chairman or under his instructions by the Secretary at least ten days before the date of the meeting as also the agenda, with a copy endorsed to the Managing Director or any other person authorized by the Board in this behalf. Every such notice shall state the place, the date and the hour of such meeting. Every item of agenda shall be in the form of a regular proposal complete in itself.

(2) Papers relating to any subject included in the agenda for any meeting shall be open for inspection to every member at the office of the committee during the usual office hours.

(3) An emergent meeting may be convened at a short notice of not less than two days.

8. *Quorum.*—(1) No business shall be transacted at a meeting unless there is quorum.

(2) The quorum necessary for the transaction of business at a meeting of the committee shall not be less than five members:

Provided that not less than five non-official members must be present in a sitting in which budget proposal is to be considered.

(3) If the quorum of a meeting is not complete within one hour of the appointed time, the meeting shall be presumed to have been adjourned sine die.

**9. Attendance of Members.**—(1) A record of attendance of members in every sitting of the committee shall be kept by the Secretary and for this purpose an attendance register shall be maintained. A member, who fails to sign the register while the Committee is in session, shall be treated absent.

(2) A member desiring permission to remain absent from a meeting shall make an application in writing addressed to the chairman and all such applications shall be set down for consideration of the committee soon after receipt.

(3) If a member remains absent from three consecutive sittings without the leave of the committee, or for which he fails to render satisfactory explanation, the chairman shall forthwith report the default to the Board.

**10. Arrangement of business.**—(1) A meeting shall commence with a motion from the chair seeking confirmation of the minutes of the previous meeting. The minutes placed for confirmation shall normally be taken as read, but if for any reason these have not been circulated earlier, these shall be read before the motion is taken into consideration.

(2) At this stage any member may take objection to the confirmation of the minutes by moving an amendment, provided he has given a notice in writing at least three clear days in advance. If this notice seeks alteration, annulment or an amendment in the minutes under discussion, the chairman shall declare that the item stands deferred to the next meeting of the committee and a decision at which shall be conclusive and final.

(3) Items on the agenda shall be taken up by the chair one by one in order in which these appear on the list of business unless the chair is satisfied that there is sufficient ground for any variation therein.

(4) Unless the chairman directs otherwise, no business requiring notice shall ordinarily be set down for a meeting before the period of necessary notice has expired.

(5) No matter shall be included in the agenda nor shall be discussed in any meeting of the Committee which is not connected with the functions and the duties of the committee as prescribed by the Act, and it shall be the duty of the chairman or the person actually presiding to disallow its inclusion in the agenda and to refuse to permit the discussion of any such matter at the sitting.

**11. Voting in the meeting.**—All questions at a sitting shall be determined by a majority of votes of the members present and voting. The chairman shall be entitled to vote on all questions at a meeting. Voting by proxy will not be permissible. Any member may decline to vote on any matter without assigning any reason. Voting shall ordinarily be done by show of hands, but the chairman may, at the request of any member, direct that votes be taken by ballot.

**12. Notice of proposition by member.**—(1) Every proposition other than that brought up by or upon the direction of the Chairman and included in the agenda shall be proposed by one member and seconded by another. Unless reduced in writing and proposed and seconded in the manner aforesaid, the Chairman shall refuse to place it before the Committee for discussion.

(2) A proposition shall be inadmissible if;

- (a) it is not clearly and precisely expressed;
- (b) it relates to a matter which is not primarily the concern of the committee;
- (c) it relates to a matter which is under adjudication in a court of law or has already been discussed during the previous six months; and
- (d) it does not raise substantially one definite issue.

(3) The chairman shall decide whether a proposition or any part thereof is or is not admissible and may disallow notice of a proposition as a whole or part thereof, which in his opinion, is an abuse of the right of moving a proposition or is calculated to obstruct or prejudicially affect the proceedings of the Committee or is in contravention of the bye-laws.

**13. Amendments.**—(1) An amendment may be moved after the original proposition has been duly made, seconded and recorded.

(2) When an amendment has been brought to any proposition, it shall be put to the vote first. If carried, it shall become a substantive proposition. When there are more amendments than one, these shall be put in order reverse to that in which these are proposed.

(3) The Secretary, if time permits, make available to the members list(s) of amendments of which notices have been received, and admitted.

**14. Member not to take part in proceedings.**—No member shall be present at a vote or take part in any proceeding of the committee or any sub-committee thereof, if the subject matter of the vote or proceeding relates to a matter in which such member or any member of his family has a direct or indirect pecuniary or personal interest.

**15. Procedure at meeting .**—(1) The chairman shall regulate the course of all business brought forward in a sitting.

(2) The members shall sit in such order as the chairman may determine.

(3) A member desiring to speak or make an observation on any matter under discussion shall speak from his place; shall rise when he speaks; shall speak when called upon by the chair and shall address the chairman.

(4) If at any time the chairman rises to speak, the member speaking shall resume his seat and resume his speech only if and when called by the chairman.

(5) The matter of every speech shall be brief and strictly relevant to the matter under discussion.

(6) A member while speaking shall not—

- (a) refer to any matter or fact on which a judicial decision is pending;
- (b) make a personal charge against a member or an officer or other employee of the committee, without previous notice to the chair as also the party concerned; and
- (c) use offensive expressions or reflect upon the conduct of high dignitaries.

**16. Maintenance of order.**— (1) If one or more member(s) present at a meeting create disorder or fail to maintain proper decorum or refuse to respond to

his directions, the Chairman may if deemed expedient adjourn the meeting sine die or to a particular date and time. When so adjourned any decision taken thereafter shall be void and shall not appear in the minutes book. In all such cases, the chairman shall record in his own hand the reason for adjournment.

(2) After calling the attention of the meeting to the conduct of a member who persists in speaking or in arguing which, in the opinion of the chairman, is irrelevant, repetitive or other-wise uncalled for, he may direct the member concerned to discontinue his speech.

(3) The chairman may direct any member, whose conduct, in his opinion, is disorderly, to withdraw immediately from the meeting, and any member so ordered to withdraw shall do so forthwith and shall, unless recalled by the chairman, absent himself from that meeting.

**17. Record of the Proceedings.**—The Secretary shall cause to be prepared a brief record of the proceedings of each sitting which shall be signed both by the Chairman and the Secretary:

Provided that the Secretary will ensure that the minutes of the meeting are reached in the office of Board with in 7 days of the meeting.

**18. Custody of record and papers.**— The Secretary shall have the custody of all records, documents and papers belonging to or relating to business conducted by the committee, any of its sub-committees and he shall not permit any such document or paper to be taken out, copied, inspected or otherwise transmitted by any officer or employee or any other person, save in the due discharge of bonafide functions or when duly authorized in this behalf in accordance with the general or specific directions of the committee.

**19. Consideration of budget.**—(1) On a day appointed by the chairman to discuss the budget of the committee for next year [prepared in forms 'C and D' of rule 9 of the [Himachal Pradesh Agricultural and Horticultural Produce Marketing (Financial) Rules, 2006], the members shall be at liberty to discuss the budget as a whole or any question of principle involved therein.

(2) After the chairman is satisfied that there has been reasonable discussion, he shall take up one by one various items composing the budget and ascertain approval of the members.

(3) If the budget passed by the committee is returned by the Board with a message that the committee may re-consider the budget as a whole or any particular provision there of, the chairman shall apprise the members and appoint a day to re-consider the budget as returned by the Board.

(4) On the day appointed, the meeting may adopt such procedure as be deemed expedient by the chairman who shall see that the debate is brief and remains within the confines of only such matters as the Board has desired to re-consider.

*Explanation.*—“Budget” also includes financial statements in the nature of supplementary or additional estimates.

## CHAPTER-IV

powers to settle the same in an informal manner, failing which he shall collect from

### APPOINTMENT OF SUB-COMMITTEES AND THEIR FUNCTIONS

**20. Appointment of sub-committees.**—(1) As and when necessary, the following sub-committees may be constituted by a resolution of the committee:—

- (i) Disputes sub-committee;
- (ii) Executive sub-committee;
- (iii) Development sub-committee; and
- (iv) Any other sub-committee;

(2) The Chairman or in his absence, the Vice-Chairman shall preside over the meetings of the sub-committees and when both the Chairman and Vice-Chairman are absent, by a member chosen at a meeting to preside it.

(3) All questions which may come up before a committee at any meeting shall be decided by a majority of the members present and voting and in every case of equality of votes, the person presiding shall have and exercise a second or casting vote.

(4) The Committee may when need arises add to the functions of any of the sub-committees as set out in bye-laws 21, 22 and 23.

(5) Subject to the provisions of the Act and the rules framed thereunder, members of all the sub-committees shall be elected by the committee in a regular meeting.

(6) The Secretary of the committee, or in his absence such other employee as may be appointed by the committee shall act as Secretary of all the sub-committees.

(v) or (v) may file an appeal before the dispute committee within.

(7) The committee may at any time dissolve and reconstitute any sub-committee.

**21. Disputes sub-committee.**—(a) The Disputes sub-committee shall consist of:—

- (i) one of the representatives of the producers on the committee;

- (ii) one of the representatives of the trader members; and
  - (iii) one of the ex-officio members of the committee.
- (b) Subject to the bye-laws, the Disputes sub-committee shall arrange the settlement of disputes arising in the course of any transaction of buying of any agricultural produce in the notified area, including disputes regarding the quality, weight and the allied issues.
- (c) For the purposes of clause (b) the Disputes sub-committee shall, for each market yard, appoint a panel of not less than six persons but in no case exceeding eleven persons to act as arbitrators or umpires in the settlement of disputes. Every person included in the panel shall be either producer living in the notified market area, or a dealer doing business in the market yard for which that panel has been appointed. Each such persons shall in addition have requisite knowledge and expertise to assess or evaluate the quality of the agricultural produce and of its trading conditions. The panel shall be sufficiently representative body; and persons comprising shall be capable of performing competently and honestly the functions of an arbitrator.
- (d) The disputes sub-committee may, in addition appoint in respect of each market or other area referred to in clause (c) a panel of not less than six and not more than twelve persons to function as surveyors whenever so required by the arbitrators or umpires. The persons appointed to the panel shall be such as possess thorough knowledge of the factors to be taken into account for determining quality of the agricultural produce.
- (e) No action or decision of the disputes sub-committee shall be called in question on the ground that there was a vacancy in the disputes sub-committee or that some of the members were absent at any stage of proceedings.
- (f) Whenever any dispute of the nature referred to in clause (b) arises, it shall be dealt with in the manner laid down here below:—
- (i) A disputes shall be reported by party within one month from the date of actual occurrence, to the Market Supervisor of the committee having jurisdiction over the market concerned, who shall at once take the complaint on record and call the attention of

the other party also to the complaint and endeavour to settle the same in an informal manner, failing which he shall collect from both, the complainant and the respondent the fees due if any;

- (ii) Each of the parties shall then be called upon to name within a period of one month an arbitrator from and out of the panel appointed under clause (c);
- (iii) The two arbitrators thus nominated, one by each party to the dispute, shall thereafter but in any case within a week, choose an umpire from among the remaining members of the panel constituted under clause (c). In the event of either or both the parties to the dispute failing to agree on a name, the market supervisor shall select the umpire;
- (iv) The arbitrators and umpire may if necessary seek the assistance of Surveyors in coming to a just conclusion;
- (v) The dispute shall first be enquired into by the two arbitrators and if both of them are of one mind, they will give the award in writing stating precisely the nature of the dispute; the determination arrived at; the grounds for such determination; and also state the terms of the award;
- (vi) When the two arbitrators are unable to form a common opinion, the umpire on reference shall decide the dispute on the basis of evidence recorded by the arbitrators. If deemed necessary he may hear the parties before arriving at a conclusion. The decision of the umpire shall be binding on parties of the dispute;
- (vii) Any party if aggrieved by the award given under sub-clause (iv) or (v) may file an appeal before the dispute sub-committee within one month of the date of award;
- (viii) Appeal shall be addressed to the Secretary of the committee who shall lose no time to place the matter before the dispute sub-committee which shall call for the records and decide the appeal on the basis thereof;

- (ix) An appeal shall be heard by the dispute sub-committee with at least two members present at the hearing; and shall decide the matter on the basis of majority opinion. In case the members are equally divided in opinion, the award of the arbitrators shall be confirmed by the Dispute sub-committee;
- (x) The findings of the Disputes sub-committee shall be well reasoned, committed to writing and signed and sealed by the Chairman and its other members. The sub-committee, on a written request may allow legal practitioners to appear before it to argue the case in appeal but not at any earlier stage of proceedings; and
- (xi) Legal practitioners may be allowed to argue the case in appeal but not at any earlier stage.
- (g) The dispute sub-committee may appoint for each market or any specified region within the notified area a "subordinate joint committee for disputes" called the Arbitration committee consisting of one of the members of the disputes sub-committee who shall be its chairman and such number of non-members as necessary, but not exceeding four to assist the sub-committee in dealing with a dispute. Unless appealed against to the Disputes sub-committee all awards given by the arbitration committee shall be given effect to as it in the manner given by the Disputes sub-committee itself.
- (h) The awards given by or under the authority of the Disputes sub-committee shall be enforceable as provided for in these bye-laws.
- (i) All decisions of the Disputes sub-committee other than an award in appeal, shall be subject to approval and ratification by the committee except in respect of items delegated under section 42 of the Act.

**22. Executive sub-committee.—(1)** The Executive sub-committee shall be constituted of the following members:

- (i) One representative of the producers;
- (ii) One representative of the traders registered under section 40 and;
- (iii) One ex-officio member.

**Function and duties.—(2)** Unless otherwise provided the functions and duties of the Executive sub -committee shall be as follows:

- (i) To prepare budget estimates and scrutinise every estimate for consideration of the committee;
  - (ii) to scrutinise and examine monthly accounts and to submit its observations and recommendations respecting irregularities having come to notice;
  - (iii) to scrutinize annual indents for stores, furniture, equipment for markets, stationery, printing, etc; and also to submit its recommendation with a view to bring about improvements and economy in the working of the committee;
  - (iv) to conduct auctions of unserviceable or surplus or obsolete stock and stores;
  - (v) to plan and execute special or general publicity campaign regarding the ameliorative work of the committee and its regulated markets;
  - (vi) to scrutinize at random the reports on various administrative activities of the committee filed by its employees;
  - (vii) to undertake and perform any other task which the committee may assign to it;
- (3) (i) With the concurrence of the committee the sub-committee may delegate any of its functions to the Secretary;
- (ii) instructions to the employees, other than the Secretary shall be issued by the sub-committee only through the Secretary. To the Secretary these shall be issued by and through the Chairman;
  - (iii) at every meeting of the committee, the sub-committee shall place before it a status report on its activities as also record its proceedings held since the committee met last; and
  - (iv) all actions of the sub-committee, except in respect of items on which final power has been specifically delegated to it under

section 42 of the Act, shall be subject to the approval of and ratification by the committee.

**23. Development sub-committee.**—(1) The Development sub-committee shall consist of three members from amongst:

(i) the producers members;

(ii) the trader member; and

(iii) ex-officio members.

(2) The sub-committee shall arrange for:

(i) the construction, maintenance and repairs of the buildings, roads, lanes, and other structures in the market yards that may be entrusted to it after the sanction of the work by the committee;

(ii) provision of amenities and facilities in the market yards;

(iii) improvement and development of agricultural marketing in the market area demarcated by the committee.

**24. Any other sub-committee.**—The committee may appoint any other sub-committee consisting of two or more of its members for performing such duties and discharging such functions as the committee may assign.

(i) All decisions of the Disputes sub-committee other than an award in

settlements of disputes between the sub-committee and the Secretary. To the

Secretary these shall be referred by the sub-committee for consideration.

(ii) The Executive sub-committee shall be

responsible for the following functions:

(iii) It shall record the proceedings of the following meetings:

(iv) It shall keep the minutes of the meetings of the sub-committee.

## FUNCTIONING OF MARKETS

**25. Control and conservancy of the market.**—(1) The committee shall exercise such control over the markets as also on the sale and purchase of agricultural produce therein as may be required in due observance of provisions of the Act and rules; and shall manage the markets established under sections 19 and 21 (2) of the Act in a manner as best sub serves the interest of the trade.

(2) One month before the commencement of marketing season of the agricultural produce grown during kharif and Rabi seasons, the buying and selling plan prepared by the Secretary shall be discussed by the committee in a special meeting summoned for the purpose.

(3) A meeting of the government, semi government- which normally procure and buy the produce shall thereafter be convened to which the market functionaries as well as buyers shall be invited to discuss the buying and selling plan as finalized by the committee in general and details regarding requirement of funds, packing material, transportation, storage capacity and the maximum daily arrival as could be handled conveniently in particular.

**26. Control of vehicles.**—(1) The movement of incoming and outgoing transport carrying agricultural produce shall be regulated by the committee in order to avoid congestion or any disturbance with the free flow of commerce within the limits of the market.

(2) The committee may prescribe and levy entrance fee on the vehicle(s) entering the market yard(s) and/ or sub yard(s), at such rates and scales as may be determined by it.

(3) No person, body, organization, or association, shall be allowed to obstruct or hinder in any manner the transportation of agricultural produce to and from the market or any of its yard or sub-yard.

(4) The committee shall ensure in so far as be within its powers that the transport facility to the producers and the buyers and growers is available at all times during the usual functioning hours of the market for transporting the agricultural produce, at the rates fixed by the district administration from time to time.

(5) No person shall operate any vehicular transport in the market unless that person:

- (i) registers the truck/ vehicle/transport with the committee;
- (ii) attaches to it at a prominent place prescribed by the committee, the permit plate issued by the committee;
- (iii) displays the current registration sticker on the permit plate; and
- (iv) complies with any other requirement as may be prescribed by the committee from time to time.

(6) A person in charge of a vehicle, truck, or any other mechanized transport, shall not keep its engine idling when not in motion or when so directed by a competent authority, shall at once switch off the engine.

(7) No person shall :

- (i) cause, permit or allow any person other than the driver of truck or transport enter within the market premises; or
- (ii) drive a truck or motorized trolley, unless that person has in his possession a valid and current licence;
- (iii) drive a vehicle within the market at a speed exceeding the prescribed limit, or in a direction other than the one meant for entry or exit, or in a dangerous and negligent manner; and
- (iv) drive any vehicle that does not comply with the lighting or safety requirements prescribed by the committee from time to time.

(8) A person within the market shall respect and comply with the directions as are conveyed by any sign board erected by the committee with a view to :

- (iii) preventing obstruction;
- (iv) regulating the movement of vehicular traffic;

- (v) restricting or regulating the loading and unloading of vehicles; and
- (vi) restricting or regulating the parking of vehicles.

(9) Unless authorized by a competent officer of the Committee, no driver or person in charge of a vehicle shall park or leave the vehicle or cause or permit it to wait in any part of the market, for whatsoever purpose other than in the designated parking area for such vehicles.

(10) Any vehicle which is parked or left in the market in contravention of the bye-laws may be removed from the market by an authorized person.

(11) No person shall:

- (i) within the market, load or cause or permit to be loaded any vehicle, including truck and trolley in such a manner that the weight, distribution, packing or placement of the load is such that it causes or is likely to cause any hazard or danger to any person, goods, stock property or any structure or part of the market (such load being referred to as dangerous load); and
- (ii) drive or attempt to drive in any part of the market any vehicle carrying a dangerous load.

**27. Prevention of adulteration.**—(1) The committee shall take such steps as may be deemed necessary to prevent adulteration of agricultural produce within the market area and in that behalf may authorize the Secretary or any other officer of the Committee to take necessary preventive steps.

(2) (a) Any person detected or found to have adulterated any notified agricultural produce brought into the market for sale shall be liable to cancellation of registration in accordance with the provisions of sub-section (4) of section 40 of the Act.

**Explanation.**—For purpose of this bye-law adulteration of agricultural produce shall include mixing of inferior stuff with superior produce, on mixing of its different grades, varieties or qualities; addition of sieved remains; and mixing of earth, dirt, stones, coal or any other extraneous matter with any agricultural produce.

(b) Like adverse affect shall visit a trader who attempts to or actually treats any agricultural produce with chemicals as are reckoned hazardous to human health and well being.

**28. *Infrastructural facilities outside the market yard, sub market yards.***—

The committee may provide the following infrastructural facilities in the market area:—

1. Covered auction or sale platforms;

2. Drying platforms;

3. Godowns;

4. Common facility centers for housing machinery for cleaning, grading, packing and for carrying out miscellaneous post-harvest operations like cooling, pre cooling; etc; etc.

**29. *Conditions for the use of market yard.***—(1) All consignments of agricultural produce, processed or unprocessed arriving in the market for purposes of sale in the first instance shall be brought into the principal market/sub-market yard.

(2) Agricultural produce intended for sale shall be brought into the market in such manner and at such time as the committee may from time to time specify.

(3) All vehicles and persons with head load with intention to enter the market shall pass through only the entrance gate after obtaining a gate pass issued by the committee.

(4) As soon as a loaded vehicle or head load arrives at the premises of a commission agent, it will be incumbent on him to get the produce unloaded on the auction site for inspection of purchasers.

(5) The commission agent shall maintain an arrival register as prescribed in Form 'B' [annexed to these bye-laws] in respect of all the agricultural produce coming to him or brought to or by him for sale. He shall make an entry in the register immediately on its arrival at his shop or platform for sale through him giving *inter-alia* approximate weight of the produce, the market and the incidental charges received and paid to the labour engaged.

(6) Sales, as far as possible, shall be effected in lots or by sample, through open auction and in the presence of a representative of the Committee.

(7) Where the commission agent is authorized to conduct auction himself, he shall be responsible to keep and maintain the register in the same manner as is required to be kept by the auctioneer.

(8) Daily auction shall start in all blocks in the market at such hour as may be decided by the committee.

(9) The minimum difference between two bids offered for a lot shall not be less than rupees one.

(10) Rates offered in auction shall be on the basis of per quintal Kilogram and in decimal coinage.

(11) Once the price of a lot of an agricultural produce has been settled by open auction in favour of a person, its delivery shall be made soon after to such person. No buyer shall be allowed to associate any other person in such a transaction before he has actually taken the delivery and has made the payment in respect of such transaction.

(12) With intending buyers assembled at the site at least half an hour before the commencement of auction, only the registered buyers may be allowed to offer bids.

(13) If any agricultural produce is found being traded without registration within a notified market area, the Secretary of the committee may seize such produce and decision regarding its confiscation or otherwise shall be made promptly by the committee.

(14) Soon after the transaction is over the purchaser shall arrange its counting or weighment through a registered weighman. The weighman shall execute weighment slips in triplicate in Form 'C' and the first copy shall be delivered to the seller, the second to the commission agent and the third retained by himself. It shall be incumbent on every weighman to produce their weighment books in the office of the committee for inspection every day.

(15) On receipt of the weighment slip the commission agent shall execute the bills in Form 'R' appended to the General rules, 2006

(16) The buyer shall take delivery of the entire lot of an agricultural produce auctioned to him including of such portion as is left of the lot after weighment into standard units of packaging.

**30. Electronic Auctioning.**—(1) In case the agricultural produce is to be sold through electronic auctioning, only register buyers under section 40 of the Act shall participate in the auction.

(2) The participating buyers shall have to give bank guarantee to the extent to which he will buy the produce in a single day. In no case he will be allowed to buy the produce beyond the bank guarantee limit.

(3) All trade transactions will preferably be done through banks.

(4) The sellers of agricultural produce will physically display the samples conforming to the grades and standards in the sample display place and will also through the visual on the price clock/electronic device at the time of auction.

(5) The buyer before giving the bid for a particular lot will inspect thoroughly the produce in the storage place/transport vehicles carrying the produce of the sellers for sale in the market yard to satisfy himself about the quality of the produce.

(6) The buyer will give his bid by pressing the electronic auctioning button against the price shown on the price clock for a particular kind and grade of the agricultural produce.

(7) The Commission Agents shall not be authorized to charge any commission charges on the agricultural produce sold through electronic auctioning method.

(8) The Committee shall determine the service charges to be charged from the sellers, buyers or both sellers and buyers of the agricultural produce sold through electronic auctioning from time to time.

**31. Personnel Conduct within the Market.**—(1) A person entering the market must :

(i) act in accordance with these bye-laws;

- (ii) not bring in the market any dangerous goods except with the prior approval of the Committee;
- (iii) not bring in the market second hand cartons or polystyrene boxes; and
- (iv) not bring in the market any goods and materials except the notified agricultural produce.

(2) Within the market no person shall;

- (i) use any threatening, abusive or offensive language;
- (ii) behave in a riotous, dangerous, disorderly, indent or offensive manner;
- (iii) deface or defile in any manner any wall or any other part of a building in the market, vehicle or any other surface or article of any description or kind;
- (iv) molest or willfully interfere with any other person;
- (v) gamble or carry on any other illegal activity;
- (vi) obstruct another person or vehicle;
- (vii) spit, urinate or defecate, except in the toilet facilities provided;
- (viii) hawk any service, produce or merchandise;
- (ix) damage, remove or interfere with any property of the committee, including machinery, equipment, pipes, fire hoses, measuring or weighing devices;
- (x) use any property of the committee except for the purpose for which it is provided;
- (xi) bring into and/or deposit or leave in any part of the market any rubbish, or discarded item of any kind or description unless it is deposited in the receptacle provided for the purpose;
- (xii) deposit any rubbish in the receptacles provided by the committee except the market waste or refuse generated in the market;
- (xiii) remove any waste or rubbish from the rubbish/ garbage receptacles without the approval of the committee; and
- (xiv) place or sweep any dirt and rubbish in a drain, gutter on to a road or foot path within the market precincts.

(3) No person shall without the written approval of the committee;

- (i) solicit money or any other thing;
- (ii) sell goods other than agricultural produce;

- (iii) conduct an auction;
- (iv) exhibit or distribute any notice, pamphlet or other written material;
- (v) write, draw or affix any representation, character or sign on any part of the market or on any structure in the market;
- (vi) use amplified sound reproduction that causes annoyance or disturbance to any person in the market;
- (vii) clean, service, maintain or repair a vehicle in the market; and
- (viii) bring into the market any animal.

(4) No person shall remove, damage or interfere with entry control barrier or any other barrier, whether moveable or immovable or any sign, notice board, equipment or other property of any kind or description belonging to the committee.

(5) A person who is accused of contravening or attempting to contravene any of the bye-laws shall on inquiry disclose correctly his name and current address producing valid proof thereof, as and when demanded-

- (i) to an authorized officer of the Committee on the spot; and
- (ii) within such time as may be granted and in the form served on him.

(6) No person shall:

- (i) enter or remain in the market in a state of intoxication; and
- (ii) bring any intoxicating drink or drug in the premises of the Market.

**32. Use of stores, stands and premises.**—(1) No person shall occupy, possess or use any store, stand or premises unless that person holds a valid lease, registration or permit duly sealed and stamped by the committee on payment of prescribed fee.

(2) A person occupying a store or stand in accordance with bye-law (1) above may sell only that produce from or within the confines of that store and stand for which he is registered.

(3) No person shall :

- (i) sell any agricultural produce except from an area of the market earmarked for the sale of that produce;

- (ii) undertake any electrical or plumbing work within the store, stand, structure, or premises without the prior written approval of the committee;
- (iii) deposit or abandon any produce in the market;
- (iv) dump, place or store any goods outside the store, stand, structure etc; and
- (v) deliver, move, carry or transport, any goods or produce from outside the premises to any other part of the market.

(4) At the close of business on each trading day, the concerned lessee or permit holder or occupier shall sweep the entire area of the store, shop, stand or premises to make it completely free of rubbish, which he shall deposit in one of the rubbish receptacle placed in the market.

**33. Setting up of check post or barrier.**—(1) The committee, the Secretary or any other officer authorized in this behalf may require a vehicle or other conveyance or a common public carrier loaded with agricultural produce, which is on its way to the market, to stop and furnish particulars relating to the agricultural produce, in regard to its owner, buyer/seller, commission agent or the like; its quantity and the value. The driver or any other person incharge of such vehicle, conveyance or carrier shall stop the vehicle, other conveyance or common carrier, keep it stationary as long as may reasonably be necessary and allow the committee or its Secretary or such officer authorized by it to examine the produce and other records, bills or *bilties*.

(2) On being questioned the owner or the person incharge of the transport shall at once stop it and shall not move ahead, or away till the authorized officer is fully satisfied as to the veracity of the information disclosed.

(3) Before actually entering the market the person incharge of the transport shall obtain an entry voucher from the official on duty at the gate, barrier or check post.

**34. Issuance of the Gate Pass.**—(1) All agricultural produce carried or brought into the market/ the Principal Market yard or sub-yard shall be recorded in the register maintained by the Committee in Form 'D'.

(2) For the agricultural produce carried in or taken out of the market principal market yard, or sub-market yard etc. the buyer or the dealer/ trader shall make out a gate pass in Form 'E' of the three copies made, the counterfoil shall be retained by the buyer or the dealer and the two copies handed over to the driver or incharge of the vehicle; one for himself and the other to be surrendered at the gate at the time of exit.

(3) If the agricultural produce is purchased by a person who is not a registration holder, the gate pass shall be issued by the commission agent or the seller as the case may be.

(4) Immediately on receipt of a gate pass the gate clerk shall promptly and accurately record all the relevant information in the register maintained for the purpose.

**35. Weighment of agricultural produce.**—(1) For the sake of utilization by a buyer or a seller, the committee may erect a weighing bridge(s) for the weighment of agricultural produce and shall charge fee at the scale prescribed as below:

(i) rupees ten per cart.

(ii) rupees twenty per trolley (tractor)

(iii) rupees thirty per truck:

Provided that no fee shall be charged if weighment is made for the sake of test check.

(2) (a) For every weighment made at the weighbridge a certificate shall be issued free of cost in form 'C' [annexed to the bye-laws].

(b) The weights, measures and weighing instruments shall be provided by the commission agent for weighment of every agricultural produce which is sold by or through him.

(c) Weighment of a lot of agricultural produce shall be carried out at the site of display of the lot and no produce shall be removed or caused to be removed or required to be removed from the place of display to any other place for this purpose.

**36. Test weighment.**—The test weighment of agricultural produce may be carried out by or under the orders of the Secretary in his own presence or in the presence of an officer duly authorized. The result of test weighment so done under rule 33 (2) of General rule, 2006 shall be recorded in Form 'F' (annexed to the bye-laws).

**37. Duties and functions of certain market functionaries.**—(1) Every registered weighman, measurer or surveyor shall obtain a badge on payment of a fee of rupees five which he shall either wear or carry on his person at all times while acting as such. The badges when returned in good condition either voluntarily or on the cancellation or suspension of registration shall entitle the person concerned to claim refund of the amount of rupees five paid as fee. When lost, misplaced or disfigured or otherwise damaged, a duplicate be issued on payment of fresh fee of rupees five.

(2) Each badge shall be serially numbered, with name and logo of the committee, if any inscribed on it.

(3) The registered weighman or measurer or surveyor shall correctly weigh or measure or assess the quality, as the case may be, of the agricultural produce brought to him for weighment or measurement or survey.

(4) No person shall wear or attempt to wear or use or take a badge of any other person.

**38. Books to be kept by a broker.**—Every broker shall keep a book in form 'G' for maintaining record of his daily work.

**39. Market Hours.**—(1) Subject to the provisions of any law for the time being in force with regard to opening and closing hours of shops and commercial establishments, the auction and weighment of agricultural produce in the market shall be held during such hours as the committee may specify from time to time.

(2) For the information of all concerned the timings shall be exhibited by the Committee at conspicuous places within the market.

(3) The buyer desirous of purchasing agricultural produce shall personally or through an approved and bonafied representative attend the auction within one hour of the start of auction In case of his inability to attend the auction in time, he shall communicate an explicit intimation sufficiently before the auction commences.

**40. Collection of fee on contract basis.**—(1) Notwithstanding anything contained in the Act, Rules and Bye-Laws, a committee with the previous approval of the Managing Director, shall have the powers to lease out by public auction the collection of fees levied under section 44 of the Act read with rule 36 of the General Rules 2006, in the notified market area at rates fixed by the Board. In such an instance the provisions contained in the Act, Rules and Bye-laws for regulation of agricultural produce, levy, assessment, collection and recovery of fee shall be applicable mutatis mutandis except the provisions hereunder provided:

(2) After the approval of the Managing Director of the Board, a public notice/tender for auction of the collection of fees in the notified market in particular specifying the limits of the area within which the fee is to be collected, shall be published by the committee at a minimum 15 days clear notice, and the reserve price shall be fixed at least 25% more than the highest fee received in any single year during the previous three years in respect of the same area.

(3) (a) An auction Committee comprising the following shall be competent to finalise the bid/ tender at an auction:—

-Chairman of the committee;

-Secretary of the committee;

-One ex-officio member of the committee to be named by the committee;

-one official from Board office nominated by the Managing Director; and

-one non-official member to be nominated by the committee;

(b) The Chairman of the Committee shall act as the Chairman of the auction Committee.

(4) (a) A contractor who deposits five percent of reserve price as security shall only be eligible to offer a bid.

(b) No sooner a bid/tender is accepted, the contractor shall execute a contract in terms of section 76(2) of the Act failing which the security deposit shall stand forfeited.

(c) On the failure of the first, the next highest bidder shall be afforded an opportunity to take up the contract at a sum not less than that tendered by the former.

(d) The unsuccessful bidders shall be eligible to the refund of security deposited by them.

(e) As soon as a bid/tender is accepted by the committee, it shall immediately convey acceptance to the contractor personally or under a registered cover and execute the agreement with him or his legally authorized agent within a period of 7 days. And no sooner the contract is allotted, and agreement executed, the successful contractor shall furnish a bank guarantee in an amount equal to ten percent of the gross value of the contract.

(5) (a) The contract shall be executed in accordance with the terms and conditions laid down in the Himachal Pradesh Agricultural and Horticultural Produce Marketing (Development and Regulation), Act, 2005.

(b) Soon after signing of the deed and fulfilling all other terms and conditions, the contractor shall be entitled to collect fees at the rates prescribed by and in terms of the Act, the Rules (General) and the Bye-laws, save from the authorities and on the commodities exempted from levy by or under the Act and the Rules.

(c) The contractor shall be duty bound to check and report all such matters to the Committee in which the payment of market fee has been or is suspected to have been evaded or any provision of the Act or Rules to his knowledge has been contravened or is alleged to have been contravened.

(6) The committee shall adjust 10% of the contract money every month from the amount realized on account of fee and shortfall, if any, shall be deposited by the contractor within 7 days. The surplus collection shall be paid to the contractor. No concession or deferment in payment shall be allowed to the contractor for any reason including strike, '*bandh*', or any natural calamity during the said period. Notwithstanding, a contractor may be allowed to make up the deficiency or shortfall, if any, during the following month along with interest accrued at the rate of one percent per month. In case the default continues, the due amount including interest shall be recoverable as arrears of land revenue, in addition to the penal action resulting in the termination of the contract.

(7) The contractor shall not enter into any partnership or transfer, sub-let or assign the contract or any part thereof to any other individual or party. In the event of contravention, the committee shall be competent to terminate the contract and to forfeit the entire amount of security deposit.

(8) The committee shall not be liable in any manner or circumstance for any act, deed or neglect of the contractor or any of his employee relating to third party claim, and the contractor shall wholly and solly be liable for the resultant consequences.

(9) (i) Whenever a contractor desires to engage employees of the committee for assistance in collection of fees, he may on a written request and on payment of service charges, in no case less than the sum total of the pay and allowances admissible to each one of them in lieu of their services, with the approval of the Committee.

(ii) All the employees of the contractor while in work place shall invariably wear the badges as specified by the bye-laws and the uniform supplied by the contractor and approved by the Committee.

(iii) The contractor shall be duty bound to furnish complete and full particulars about his employees including their bio-data and shall update the information as and when there is any change.

(iv) The contractor shall ensure faithful compliance of all the requirements of the Act, the rules and the bye-laws by himself as also by his employees and shall be liable to indemnify the Committee against all such claims as may arise because of any breach or infraction of this stipulation.

(v) As and when a point of dispute arises between the contractor and the Committee the same shall be referred to the Managing Director of the Board whose decision in the matter shall be final and binding on both the parties:

Provided it shall always be open to any one of the two disputing parties to seek intervention of the competent civil court within the state of Himachal Pradesh.

(10) The contractor shall be responsible for any accident or mishap involving any of his employees and shall be liable to pay such compensation as the law may allow. The committee shall not be liable for any damage or loss nor payment of any relief, compensation or damages.

*Note.*—The contractor shall ensure that the persons employed by him are clearly given to understand in writing that they shall have no right or claim for absorption in the service of the committee upon any circumstance or on any ground. They shall not be nor shall be deemed to be in the service of the committee nor shall the committee be subject to any liability directly or indirectly whatsoever qua them.

(11) The committee shall ensure conduct of open auction in compliance with the provisions of Act, Rules and bye-laws requiring sale/purchase of agricultural produce and the contractor shall be duty bound to maintain the auction register in the prescribed proforma given below and to deposit the sale proceeds of every registration holder with the Committee soon after the business hours of the market are over.

The committee or its authorized person may issue infringement notice after recording the reasons in writing to that effect within 30 days of its service.

(i) Complaints relating to possession—If a depositor in form H fails to deliver a receipt or acknowledgement of return of deposited amount to the committee to receive it in time, the committee may issue a notice to the depositor to receive it in time failing which the committee may take action as per rules or bye-laws.

(ii) Deposits—The committee shall be at its office authorized to receive and keep deposited money with an officer appointed to accept deposits on behalf of the Committee at the receipt counter. The committee may issue a notice to the depositor to receive it in time failing which the committee may take action as per rules or bye-laws.

The employee appointed to receive or handle money on behalf of the committee shall be liable to disciplinary action if he fails to do his duty with carelessness or negligence.

As a disciplinary measure in case of a person who has been suspended or dismissed from his regular office staff, the committee may issue a notice to the concerned police officer over the signature of a person who has been appointed as a SDO for arrangement of his services.

**Proforma**

Date	Name of the firm and registration number.	Amount on which Market fee is recoverable.	Total amount of market fee.	Remarks.
1	2	3	4	5

(12) Market fee shall be collected on the sale and purchase of all commodities given in the schedule of the Act:

Notwithstanding any thing contained herein the committee shall have absolute powers to take such action as may be necessary to ensure strict compliance with the various clauses and to recover the due amount as arrears of land revenue from the contractor.

**41. Complaint and institution of prosecution.**—(1) (i) The committee shall keep a register in Form 'H' to maintain record of all infringements detected by any officer or servant of the committee or which may be reported to the committee by any person; over the signatures of the reporting officer or the complainant, as the case may be.

(ii) All cases recorded in the register shall be enquired into or caused to be enquired into by the Secretary and result shall be noted by him in the appropriate column of the register.

(2) The complaint register shall be placed before the committee at every ordinary meeting together with a statement explaining reasons for instituting or not instituting prosecution in each case.

**42. Enforcement of Bye-law.**—(1) Any person who contravenes or fails to comply with any bye-law shall be liable to prosecution in a court of law.

(2) (a) As an alternative to prosecution under bye-law a person who contravenes or fails to comply with any bye-law may be served with an infringement notice over the signatures of an authorized

officer in Form 'I' demanding payment of specified penalty of one thousand rupees:

Provided that in the case of a continuing contravention, he shall be liable to be punished with a further fine which may extend to fifty rupees for every day during which the contravention is continued after the first conviction.

- (b) Any person served with an infringement notice must make to the committee payment of the amount of penalty specified in the Infringement Notice within a period of one month of the date of issuance of the notice of the same, failing which the committee shall be at liberty to launch prosecution in accordance with the provision of section 72 of the Act.
- (c) The committee or its authorized person may withdraw any infringement notice after recording the reasons in writing to that effect within 30 days of its service.

**43. Compounding of offences.**—When compoundable offence committed under the Act, or Rules or bye-laws, is resolved to be compounded under section 75 of the Act.

**44. Payment counter.**—(1) Any amount due to the committee shall be deposited in at its office .. hours as may be fixed by the committee with an officer authorized to accept deposits on behalf of the Committee at the receipt counter. Receipts issued over his signatures and bearing the office seal of the committee shall be valid proof of payment.

(2) The employee appointed to receive or handle money on behalf of the committee shall, before entering upon his duties, furnish a cash security of Rs. 5000/- or personal security equal to four times of that amount:

Provided that this condition shall not apply to a person who has been appointed purely as a stop gap arrangement from amongst the regular office staff.

**45. Trade allowance.**—(1) The following trade allowance(s) shall be received within the market area in connection with ready or spot transactions:—

- (a) ‘tare’- the exact weight of the gunny bags or of the packing materials used;
- (b) full adjustment of increase or decrease in the weight of the produce found in the test weighment under rule 33.

(2) Each item of trade allowance(s) charged under sub-clauses (a) and (b) of clause (1) above shall be separately mentioned in Form ‘M’ or ‘N’ specified under rule 30 (4) (3) All samples shall be paid for at sale, except those taken under bye-law (1) (b) above.

**46. Duties of traders and Commission Agents.**—(1) Every trader shall furnish a daily report in Form ‘O’ of rule 30 of the purchases and/or sale made by him or through him within the market area in addition to all other returns as may be required by the committee.

(2) It shall be the duty of the buyer or his agent, if any, to examine the agricultural produce closely and make a separate note of the quality etc. of the lots to be sold by the sellers and or their commission agents half an hour before the sale time, so that he may bid when the produce is auctioned by the committee. When the rate is fixed the transaction shall be entered in the form prescribed in the rules. The bargain so struck shall be binding on both the parties.

(3) Every trader acting as commission agent shall keep regular and separate accounts of his sales and purchases and the account shall be produced for inspection on demand by the chairman or the Secretary or any other authorized Officer of the committee.

(4) All traders shall have their weights and measures or weighing scales or machines kept in prominent places. No weighment or measurement shall be done after the trading hours prescribed by the committee.

(5) All weighments and measurement of agricultural produce in spot ready for auctions be made on the day of purchase. If for any unavoidable reason, weighing is not possible on the same day, it shall be done on the next and the rate of purchase shall be the rate originally agreed upon.

(6) The accounts in respect of the sale and purchase or any like dealing of agricultural produce shall be kept in the form approved by the committee recording the details of all daily transactions.

(7) Every commission agent shall prepare a receipt in quadruplicate in the prescribed form to be had from the committee on payment. The original receipt shall be given to the seller at the time of payment of sale proceeds, the second shall be submitted to the committee the following day, the third copy shall be given to the buyer and fourth copy shall be retained by the commission agent for his record. Where no commission agent is engaged, the buyer shall prepare the receipt in triplicate and shall distribute the same as above.

(8) Commission agent—(i)—Commission agent charges—Rs. 10 per quintal.

and Rs. 100 per unit weight more than 50 kg. but less than 100 kg.

(ii) Commission agent charges—(a) First class—Rs. 100 per quintal.

Second class—Rs. 50 per quintal.

(iii) Fibres, Mohair, Wool, &c.—(a) Commission agent charges—Rs. 100 per quintal.

(iv) of bottles in liquor—Rs. 100 per quintal.

Charging charges—(a) packing and

unloading charges—Rs. 100 per quintal.

(b) Weightage charges—50 paise per unit loss of 40 kgs.

(c) Auction charges—50 paise per quintal.

(d) Brokerage—50 paise per hundred rupees on the value.

(9) BROKERAGE COMMISSION AND SERVICE FEES—(a)

(i) The producer agent shall charge Rs. 100 per quintal for the delivery of the produce which corresponds with those specified under paragraph 10 of the market rules.

(ii) The producer agent shall charge Rs. 100 per quintal for the delivery of the produce which himself performs such functions as are included under unloading charges.

(iii) Rs. 4 per quintal for 20 kgs. but not exceeding 40 kgs.

(iv) In case the distance between the two points of loading and unloading or stocking is more than 100 metres, the charges shall be determined by the market committee.

(v) Commission—Rs. 200 per hundred rupees of the value of the

## REMUNERATION OF MARKET FUNCTIONARIES

**47. The scale and the rates of remuneration.**—The scale and the rates at which various market functionaries may claim remuneration for services rendered within a notified market shall be as specified hereafter.

### **(A) CEREALS, PULSES AND OIL-SEEDS**

**Incidental charges.**—(i) unloading,- Rs. 2.00 per container upto 50 kgs. and weighing more than 50 kg and upto 100 kgs Rs. 4.00 per container.

- (ii) **Cleaning and dressing.**—(a) First cleaning (first Jhar) - Rs. 4.00 per quintal if hand cleaning is done and at the rate of Re. 2.00 if cleaning (Jhar) is done by sieving machine.
- (b) **Second cleaning (Jhar).**—Re 1.00 per quintal in addition to the charges prescribed at (ii) (a) above per first cleaning.
- (b) **Weighment charges.**—Re. 1.00 per quintal.
- (c) **Market charges Commission.**—Rs. 2.00 per hundred rupees of the value of the produce.

### **(B) FRUITS, VEGETABLES, CONDIMENTS AND SPICES, ETC.**

**Incidental charges.**—(i) **Unloading.**— (a) Re 1.00 per box / basket / *kilta* or any container other than *katta* or bag.

- (b) Rs.2.00 per unit load/ *katta* weighing upto 50 kgs.
- (c) Rs. 4.00 per unit load/ bag weighing above 50 kgs, but not exceeding 100 kgs.
- (ii) **Weighing charges.**—Rs. 1.00 per quintal, if weighment is done manually.
- (iii) **Commission.**—Rs. 5.00 per hundred rupees of the value of the produce.

## **(C) ANIMAL HUSBANDRY PRODUCTS AND VEGETABLE OIL EXCLUDING WOOL.**

**Incidental charges:-** (i) **Unloading.**—(a) 50 paise per tin/ container weighing upto 20 kgs.

- (b) Re. 1.00 per tin/container weighing upto 50 kgs.
- (c) Rs. 2.00 per tin/container weighing more than 50 kgs but not exceeding 100 kgs.
- (ii) **Weighment charges.**—50 paise per unit load weighing upto 50 kgs and Rs. 1.00 per unit weighing more than 50 kgs but not exceeding 100 kgs.

## **(D) FIBRES, WOOL AND NARCOTICS (TOBACOO)**

**Incidental charges.**—(i) **Unloading** (including opening of the packing and heaping) – Rs. 2.00 per unit load of 40 kgs.

- (ii) **Cleaning and dressing-** Rs. 5.00 per unit load of 40 kgs.
- (iii) **Weighment charges** – 50 paise per unit load of 40 kgs.
- (iv) **Commission** – Rs. 2.00 per hundred rupees of the value.
- (v) **Auction charges** – 50 paise per hundred rupees of the value.
- (vi) **Brokerage** – 50 paise per hundred rupees of the value.
- (vii) **Sewing** - 50 paise per unit.

**Notes.—**(1) The loading and weighment charges after the finalization of the bid shall correspond with those specified under incidental charges.

- (2) The producer-seller will be entitled to remission of unloading charges if he himself performs such functions as are clubbed under unloading charges.
- (3) In case the distance between the two points of loading and unloading and / or stocking is more than 100 meters, the charges shall be determined by the committee bearing in mind the local conditions obtaining in the market area.

## REGULATING E-TRADING

**48 E-trading.**—(1) The committee shall create an electronic hub to enable rural communities to efficiently trade with larger consumers in the urban areas :

Provided that the Committee has sufficient funds for the creation of such hub.

(2) The Committee shall also build up data base which provides live information on who produces what in which areas together with information on availability, quantity, quality and logistics.

(3) The electronic trading hub (e-trading hub) will enable retailers in urban areas to place information regarding demand and the prices they are willing to pay for the day. The rural producers would access this information and know where and how much to supply. Suppliers (Producers) could also place information on their products and how much they can supply so that consumers can know what is available. The rural communities would be able to access this information via mobile phones and via the internet through their own internet facilities at community access centres.

(4) Producers and traders (suppliers) can place their daily and future products on the portal (live) for all buyers to see. Registration and listing of the products is free. Only when one starts trading a yearly membership fee as decided by the committee shall have to be paid.

(c) Rs. 400 per unit load/ kg weighing more than 50 kgs, but not exceeding 100 kgs.

(d) Commission — Rs. 500 per hundred rupees on the value of the produce.

## CHAPTER-VIII

### MISCELLANEOUS

**49. Forms.**—Only those printed forms as bear the stamp or seal of the Committee shall be used by the traders and other functionaries and printed copies thereof shall be available with the Committee on payment.

**50. Validity of registration.**—All registration certificates unless suspended or cancelled shall remain in force for one market year i.e., from 1st April to 31<sup>st</sup> March of the next year.

**51. Market fee.**—The Committee shall levy and charge market fee from every buyer on the sale purchase of all notified items of agricultural produce at the rate of one percent of the value.

**52. Conference of Secretaries.**—(1) For the sake of effective and uniform enforcement of the provisions of the Act, the rules and the bye-laws, and for better and responsive administration of the committees, meeting of the Secretaries of the committees in a circle or the entire state shall be convened under the orders of the Managing Director of the Board, at least once in every three months, at a place and time specified by him. The officials dealing with marketing in the departments of Agriculture, Horticulture, Animal Husbandry, Corporation and Board, the Market Supervisors and Assistant Secretaries of respective Committees may also attend the meeting/conference.

(2) For the conduct of the meeting in so far as practicable the same procedure shall be followed as is prescribed for meeting of a Committee :

Provided that the Managing Director or any other officer authorized by him shall chair the meeting.

(3) Proceedings of the meeting shall be recorded by the person chairing the meeting and preserved in the head office of the Board, with copies supplied to all the Committees for information and action.

**53. Prevention of Unauthorized persons operating in the market area.**—(1) The Secretary or any other authorised employee shall be empowered to demand the production of proof of bonafides from any person operating in the Market area.

(2) All registration holders shall be required to report and bring to the notice of the Committee all cases of persons suspected to be operating without registration/or badge, etc.

(3) Badges which are non transferable shall be worn only by the person holding a registration in respect of which the badge is granted.

**54. Equipment.**—The committee shall direct the traders, the commission agents, the weighmen, the measurers, and the surveyors to keep and maintain in good condition such equipment as it thinks necessary.

**55. Price to be fixed for produce.**—The price/quotation given or communicated by the traders or the commission agents shall be deemed to be for the agricultural produce only and not for the wooden packing or container unless otherwise provided in the bye-laws.

**56. Payment of sale proceeds.**—It shall be incumbent on the buyer to settle the accounts and to make arrangement for prompt payment of the sale proceeds. In case of agriculturist seller, the sale proceeds shall be paid immediately after the transaction is over.

**57. Advance to Agriculturist.**—All commission agents shall keep separate account books in respect of each borrower relating to the advances given by them.

**58. Publication of Directions.**—(1) All directions issued by the committee for the general guidance of the persons using the market shall be deemed to have been published when notices containing such directions are pasted or exhibited on the notice board.

(2) The committee may, if it thinks necessary, cause such notices either to be served on the persons concerned or to be published in a local news paper.

**59. Publication of Proceedings.**—Proceedings of the committee or any of its subcommittees shall not be published in the media by any person unless authorized by the committee.

**60. Printing and Sale of Bye-laws.**—The committee shall make available printed copies of bye-laws for sale at price fixed by it.

**61. Market intelligence.**—(1) The committee shall collect the data of prices and furnish the same to the authorities according to the direction given by the Managing Director.

(2) On every Friday it shall collect information relating to arrivals, the place of origin, the stock, dispatches, and destination etc. in the prescribed proforma.

(3) The information relating to ruling prices shall be sent by fax/e-mail and on internet wherein practicable to concerned quarters or any other agency suggested by the Managing Director.

(4) The committee shall disseminate weekly market reports covering the above data for the information of the producers of that market area simultaneously endorsing one copy to the Board.

(5) The daily ruling market prices shall be displayed by the committee on the notice board/electronic device, if any & at prominent places in the market. It may prepare charts, graphs & other statistical data, relating to Marketing and display the same in its office.

(6) The committee shall follow all such instructions as are given to it by the Managing Director from time to time.

**62. Allotment of Shops/Godowns/booths on lease basis.**—(1) Notwithstanding any thing contained in the Act, Rules and Bye-laws, a committee with the previous approval of the Managing Director of the Board shall have the power to let or lease either by negotiations or by public auction any shop/godown/booth/or any other infrastructure constructed, raised or built in a Principal Market/Sub-market yard/or anywhere else in the market area.

(2) After the approval by the Managing Director of the Board, a public notice inviting tenders for auction of a Shop/Godown/Booth/or any other infrastructure in the notified market area of the committee, may be published at a notice of 20 days specifying the description, the number, reserve price of each unit alongwith the terms and conditions. Generally the terms and conditions, as shall regulate the lease, unless, otherwise provided, substituted or modified by the committee in its sole description, shall be:

(i) The lease shall be governed by the provisions of the Himachal Pradesh Agricultural and Horticultural Produce Marketing (Development and Regulation) Act, 2005, Rules and bye-laws framed thereunder.

- (ii) The Agricultural Produce Market Committee .....reserves the right to withdraw any number of shops/godowns/booths that may have been put or announced for auction and accept or reject one or more of the applications received in response to the notice without assigning any reason.
- (iii) All shops/Godowns, etc. may be disposed off by way of open auction and may be allotted in accordance with the terms and conditions of allotment:
- Provided the existing registration holder/licensee of.....Committee shall have a preferential right of allotment on payment of the amount equal to the tentative premium/ reserve price.
- (iv) The Agricultural produce Market Committee ..... shall remain the owner of shops/Godowns including land thereunder or appertaining thereto.
- (v) The allotment shall be made on lease basis in consideration of the amount equal to the tentative premium/reserve price/highest price announced by the higst bidder, as the case may be.
- (vi) (a) Only those persons shall be eligible for allotment of shops/godowns on lease basis on the price specified in clause (v) above, who have been granted requisite registration by a competent authority and who be not in default of market fee payment nor any arrears outstanding against their names.
- (b) The registration of the prospective lessee should not have been suspended or revoked for a period exceeding two months at the time of allotment during the last two years for violation of any rule or bye-laws or on account of non-payment of market fee, etc.etc.
- (vii) A lessee shall not be permitted to use the premises for any purpose other than the marketing of notified agricultural produce or for any correlated use.
- (viii) In the case of misuse of the premises the Secretary of the committee shall have the right to impose suitable penalty or terminate the lease, after affording reasonable opportunity to put in his defence.

charging interest @ 12% on the unpaid amount for the entire period of default.

Provided further if the committee is of the opinion that the extension applied for is frivolous, it may cancel the allotment and the allottee shall forfeit the amount(s) already paid by him.

- (xv) After making full payment the allottee/lessee shall execute the lease deed (format 'J') and get it registered, at his own expense.
- (xvi) The Allottee/lessee shall be liable to defray all expenses including counsel fee incurred on the issue of notices and litigation ensuing for reason of any default on his part.
- (xvii) The lessee shall get himself registered with the concerned committee for carrying out the business of sale and purchase of agricultural produce as per the relevant provisions of the Act.
- (xviii) The lessee shall pay market fee at the rate specified under the Rules and Bye-laws within to all transactions entered into by him with respect to all the items of agricultural produce as mentioned in the schedule of the Act.
- (xix) The auction platform, the parking places and other common facilities shall not be encroached upon or used for any purpose other than for the sale or purchase of agricultural produce.
- (xx) The lessee shall not be allowed to store empty packing cases or baskets or likewise material in front of the shop or in the open space either in front or around it.
- (xxi) The lessee shall be punctual in paying all dues, rates, taxes, charges, fees assessment or other levies of whatever nature levied upon the property by the local authority or the State Government or the Central Government from time to time.
- (xxii) The committee shall not be liable for damages to or destruction of the said shop/godown as a consequence of any accident of whatever nature which loss or damage shall fall squarely on the lessee.
- (xxiii) The possession of the shop/godown shall be handed over on receipt of dues, documents and other fulfillment of conditions stipulated in the allotment letter.

(xxiv) Water, electric connections shall be arranged by the lessee at his own level at his own expense directly from the concerned authorities after obtaining no objection certificate from the Secretary of the Committee.

(xxv) The Board/Committee may after proper notice depute its officers and servants at all reasonable time and in reasonable manner to enter the premises for the purpose of ascertaining that the lessee is in due observance of the conditions as per the terms of allotment and lease deed.

(xxvi) The lessee shall carry out annual repairs (which expression shall include usual and necessary annual whitewash and paint), at his own cost and shall keep the shop/stall in a reasonable good order and condition together with the installations relating to water supply, drainage, electricity and any other service to the satisfaction of the Board/ committee.

(xxvii) The lessee shall not make any addition nor carryout any alteration to the structure of the shop/godown of whatsoever nature, under any circumstances.

(xxviii) The lessee shall not keep the premises of the said shop/godown closed continuously for a period exceeding four months.

(xxix) In the event of default, breach, or non compliance of terms and conditions of allotment, the committee shall be competent to cancel the allotment and forfeit the whole or part of the payment already made to the committee.

(xxx) The lease shall also be liable to termination, in case—

(a) the lessee violates any of the provisions of the Himachal Pradesh Agricultural and Horticultural Produce Marketing (Development and Regulation) Act, 2005, the rules and bye-laws made thereunder ;

(b) the lessee is convicted of any of the offences under the provisions of the Act and the rules and bye-laws made thereunder;

(c) the lessee violates or is convicted with the violation of the provisions of Essential commodities Act, 1955 – Essential

commodities (amended) Act, 1974, Prevention of food adulteration Act, 1959, Agricultural produce (Grading and Marketing) Act, 1937, Indian Forest Act, 1927, Seeds Act, 1966, etc. etc.

- (xxxii) In the event of termination of lease on account of the violation of any of the provisions of the Act or after the expiry of the period of the lease, the committee shall resume the possession of the said shop/godown and may allot it to another individual or party or organization fulfilling conditions for the lease and subject to payment of security amount.
- (xxxiii) The lessee shall always have the right to surrender the shop/godown to the committee by giving an advance notice of three months. The lessee shall be entitled to claim 50% refund of payment made without any interest subject to settlement of all dues pending against the said lessee with the committee
- (xxxiv) The lessee shall keep the premises insured in the name of Secretary Agricultural Produce Market Committee concerned for sum as per its valuation assessed by an Insurance company against fire, floods, lightening, cyclone, earthquake and other damages at his own cost under advice to the committee. In case such insurance is not taken two days before the expiry of the current insurance or intimation is not given to the Secretary, the committee shall be entitled to take out insurance and the premium of insurance shall be recoverable with interest @ 12% per annum from the lessee.
- (xxxv) All disputes shall be subject to the jurisdictions of a civil court of competent jurisdiction.

**63. Repeal & Savings.—**The Himachal Pradesh Market Committees Bye-Laws 1972 and other policies, orders as amended till date are hereby repealed:

Provided that such repeal shall not effect:—

- (a) the previous operation of any bye-law so repealed or any thing duly done or suffered there under; or
- (b) any right, privilege, obligation or liability acquired or incurred or any licence issued under any bye-law so repealed; or

- (c) any penalty, forfeiture or punishment incurred in respect of any offence committed against any bye-law so repealed, or
  - (d) any investigation, legal proceeding or remedy in respect of any such right, privilege, obligation, liability, licence, penalty, forfeiture or punishment as aforesaid and any such investigation, legal proceedings or remedy may be instituted, continued or enforced, and any such penalty forfeiture or punishment may be imposed, as if these bye-laws had not been passed :

Provided further that any thing done or any action taken under these bye-laws so repealed shall be deemed to have been done or taken under these bye-laws and shall continue to be in force accordingly unless and until superseded by anything done or any action taken under these bye-laws. This has the prior approval of the State Government accorded *vide* letter No. Agr (5)-20/2006, dated 8-6-2007. These Bye-laws shall come into force from the date of publication of this notification in the official gazette.

Sd/-  
*Managing Director-Cum-  
Member Secretary,*

**Form 'A'**

[See Bye-law 5 (1)]

**FORM OF NOTICE OF MOTION OF NO CONFIDENCE**

To

**The Secretary,**  
**Agricultural Produce Market Committee,**

Dear Sir,

We the members of the committee intend to move a motion of no confidence against the chairman, Shri ..... for the following reasons :

- (1) .....
- (2) .....
- (3) .....
- (4) .....

We declare that the fact/facts stated above is/are true to the best of our information and knowledge.

We support the above notice:

Sl. No.	Name of Member	Signature of Member
1	2	3

Yours faithfully,  
Sd/-

*Proposer (Name and Signature)*

**FORM 'B'**

[See Bye-law 29 (5)]

**ARRIVAL REGISTER**

Sl. No.	Date	Name and address of producer/seller/ owner.	Name of Produce	Weight App. Actual Units
1	2	3	4	5

Name of Purchaser	Price per quintal	Labour charges	Signature/ thumb impression of labourer, weighman	Remarks.
6	7	8	9	10

**FORM 'C'**

[See bye-law 29 (14 and 35 (2))]

**WEIGHMENT SLIP**

Name of the person bringing the produce with registration No. or any identifi- cation mark, if any of the vehicle.	Name of the Produce	Gross weight including weight of the vehicle and packing material, if any.	Weight of empty vehicle.	Weight of the produce excluding the weight of the cart/truck/ trolley	Weighment charges received	Remarks
1	2	3	4	5	6	7

*Signature of the person  
Incharge of weighbridge or Beam scale.*

FORM 'D'  
[See bye-law 34 (1)]

**REGISTER OF ARRIVAL MAINTAINED BY COMMITTEE**

Sl. No.	Date	Type of vehicle with No., if any	Name and address of seller	Commodity
1	2	3	4	5

App. Weight or quantity or No. of units	Name of commission agent, shop No.	Remarks.
6	7	8

FORM 'E'  
[See bye-law 34(2)]

Sl. No.	Vehicle No.	Gate Pass
	Name and Address of Registration holder.....	
(i)	Vehicle No. ....	
(ii)	Produce.....	
(iii)	Units of weight.....	
(iv)	Name of Purchaser.....	
(v)	Destination.....	

FORM 'F'  
(See bye-law 36)

**REPORT OF TEST WEIGHMENT**

Name of the seller with parentage and address	Name of the commission Agent with address and Registration number	Name of buyer with address and Registration number	Name of weighman who made the weighment with registration No.	Date of weighment
1	2	3	4	5

Commodity	No. of units weighed	Person by whom test weighment has been made	Result of test weighment	Signature of weighman
6	7	8	9	10

Signature of Commission agent or two witnesses, if commission agent is not present	Signature of Buyer or two witnesses if buyer is not present	Remarks
11	12	13

*Signature of the Person Making report.*

**FORM 'G'**  
**[See bye-law 38]**  
**BROKER'S BOOK**

Sl. No.	Date	Name of the Produce	Weight	Rate	Total amount	Name of the Purchaser
1	2	3	4	5	6	7

Rate of Brokerage	Amount of Brokerage received from the seller	Amount of brokerage received from the purchaser	Total brokerage	Remarks
8	9	10	11	12

**FORM 'H'**  
**[See bye-law 41 (1) (i)]**  
**COMPLAINT REGISTER**

Sl. No.	Date of report	Name of the person complaint against with registration No., if any	Complaint as reported and the section, rule, bye law offended	Signature of person making report
1	2	3	4	5

Enquiry report of Secretary	A brief Statement of reasons in case prosecution is not instituted	If prosecuted its result or if compounded, the composition fee	Authority for composition & report of amount received with receipt No.
6	7	8	9

Reasons for not taking action on complaints one month old, if any	Orders of the Committee, if any	Remarks
10	11	12

FORM 'I'  
[See bye-law 42 (2) (a)]

**INFRINGEMENT NOTICE**

**To**

Name.....  
Address.....

You have committed the alleged offence of a specified Bye-Law in the market area on the date and at the time and location shown below.

Specified Bye-Law.....

Date..... Time..... Vehicle No.....

Location.....

Further Particulars.....

Signature of Authorized officer.....

Date of issue of Notice.....

**YOU MAY DISPOSE OF THIS MATTER BY EITHER**

1. Paying the prescribed penalty one unit, (being Rs. 1000/-) within a month of the date of issue of this notice. This can be done in person by payment to the cashier at the committee's office in the market. This notice must be forwarded with your payment.

OR

2. You are entitled to disregard this infringement notice and defend the prosecution for the alleged offence in court. If payment is not received within a month, legal action will be instituted against you.

FORM 'J'

[See Bye-Law 62 (2) (xv)]

AGRICULTURAL PRODUCE MARKET COMMITTEE .....

LEASE DEED

Sl. No.

Date

Total consideration Rs.....  
After 4 time Ground Rent Rs.....  
3% of total amount Rs. ....  
12% of ground rent Rs. ....  
Total:                           Rs. ....

This Lease made on the day of between.....  
(hereinafter called 'the lessor') of the one part and.....  
(hereinafter called 'the lessee') of other part.

WITNESSES as follows:

1. In consideration of the sum of Rs.....  
(Rupees )..... paid as premium before the execution of these  
presents (the receipt of which the lessor hereby acknowledges) and of the rent  
hereinafter reserved and of the covenants on the part of the lessee hereinafter  
contained the lessor hereby demises to the lessee for the purpose  
of..... only, ALL that..... described in the  
schedule hereto together with all easements and appurtenances whatever belonging  
or in any way apertenant thereto, and the free right of passage at all times and for all  
purposes to and from the demised..... Over the land adjoining the  
demised..... for the purpose of going from the demised  
premises to the public road....., TO HOLD the said  
premises to the lessee from the day of.....for a term  
of..... years paying therefor during the said term the yearly rent of  
Rs..... By..... equal half yearly/  
quarterly/monthly payments on the..... day of.....  
and the..... day of.....in each year at the office of the lessor  
or at such other place or places as the lessor may from time to time appoint in this  
behalf, the first of such payments to be made on the day of next.

2. The lessee hereby covenants with the lessor as follows:

- (i) That he will, during the continuance of the lease, pay to the lessor the yearly rent hereby reserved on the days and in manner hereinbefore appointed.
- (ii) That he will during the said term, pay all rates, taxes and charges of every description now payable or hereafter to become payable in respect of the demised premises.
- (iii) That he will not erect or build or permit to be erected or built on the demised premises any structure or carry out any alteration or modification either himself or permit it to be carried out by any one else on his behalf except with the prior approval of the lessor.
- (iv) That he will during the term of lease hereby created keep the demised premises and all other buildings or structures which may at any time during the said term be erected or constructed on the demised premises together with all roads, drains sewers, fences, compound wall and all other appurtenances to the demised premises and the said building and structure in good repair and condition.
- (v) That he will not without the consent in writing of the lessor use or permit the use of the said premises for any purpose other than that for which it is let and will not without such consent use or permit the use for the purpose of carrying on any other trade or business.
- (vi) That he will at the expiration of the said term or sooner determination thereof peaceably and quietly surrender to the lessor the said premises after removing any addition made by him unauthorisedly unless the lessor shall express his willingness to let it be.
- (vii) That he will not assign or sub-let or otherwise part with the premises hereby demised or any construction erected thereon or on any part thereof without the permission in writing of the lessor.
- (viii) That he will in all other respects observe and comply with the duties and the liabilities devolving on him as a lessee by virtue of various provisions of the Himachal Pradesh Agricultural and Horticultural Produce Marketing (Development & Regulation) Act, 2005, the Rules & the byelaws framed thereunder.

**4. The lessor hereby covenants with the lessee as follows:**

That the lessee paying the rent hereby reserved and performing all the covenants by the lessee herein contained may hold and enjoy the demised premises during the said term without any unlawful interruption by the lessor or any other person acting on his behalf.

**5. *PROVIDED ALWAYS* and it is hereby agreed as follows:**

- (i) That whenever any part of the rent hereby reserved shall be in arrears for months after due date or there shall be a breach of any of the covenants by the lessee herein contained the lessor may re-enter on the demised premises and determine this lease.
- (ii) That the tenancy hereby created shall be determinable at the option of the lessee/lessor (or, either party) by giving to the lessee/lessor calendar months notice in writing.

**6. It is hereby agreed between the parties as follows :**

- (i) That any demand for payment or notice requiring to be made or given to the lessee shall be sufficiently made or given if sent by the lessor or his agent through the post by registered letter addressed to the lessee at the demised premises or at, and that notice required to be given through post by registered letter addressed to the lessor at his usual place of office AND that any demand or notice sent by post in either case shall be assumed to have been delivered in the usual course of post.

- (ii) That whenever such an interpretation would be necessary in order to give fullest scope and effect legally possible to any covenant or contract herein contained the expression 'the lessor' hereinbefore used shall include the owner for the time being of the lessor's interest in the demised premises and the expression 'the lessee' hereinbefore used shall include his heirs, executors, administrators and permitted assigns.

The schedule herein referred to.....

IN WITNESS WHEREOF the parties hereto have hereunder signed this deed on the dates mentioned against their respective signatures.

Signed by Shri/Smt. .... at.....on  
the ..... day of.....200.

1. Name .....  
Residence .....  
Occupation .....

*Signature of Lessor*

2. Name.....  
Occupation .....,  
Residence .....

*Signature of Lessee*