

GOVERNMENT OF PUNJAB

DEPARTMENT OF AGRICULTURE



Punjab Mandi Board

**The Punjab State
Agricultural Marketing Board
(Sale and Transfer of Plots)
Rules, 1999
as amended January (2008)**



Punjab Mandi Board

The Punjab State
Agricultural Marketing Board
(Sale and Transfer of Produce)
Rules, 1969
as amended January (2008)

GOVERNMENT OF PUNJAB
DEPARTMENT OF AGRICULTURE

Notification

The 17th February, 1999

No. G.S.R/14/PA.23/61/S.43 and 18/99.- In exercise of the powers conferred by section 43 read with section 3 and 18 of the Punjab Agricultural Produce Markets Act, 1961 (Punjab Act 23 of 1961), and all other powers enabling him in this behalf, the Governor of Punjab is pleased to make the following rules regulating the sale and transfer of plots of the Committees, namely:-

Rules

1. Short title.- (1) These rules may be called the Punjab State Agricultural Marketing Board (Sale and Transfer of Plots) Rules, 1999. (First Amendment) Rules, 2008
 - (2) They shall come into force on and with effect from the date of their publication in the Official Gazette.
 - (3) They shall apply to all the Committees in the State of Punjab.
2. Definitions.- (1) In these rules, unless the context otherwise requires,-
 - (a) "allottee" means any eligible person to whom any plot or building under these rules is allotted in a market by allotment or auction;
 - (b) "annexure" means an annexure, appended to these rules;
 - (c) "building" means any construction or part of a construction which is intended to be used for residential, commercial, industrial or other purposes, whether in actual use or not and includes any out-house, structure, stable, cattle-shed, garage, hut, platform and plinth.

- (d) "competent authority" means the Secretary of the Board;
- (e) "erect or re-erect any building" includes,-
- (i) any material alteration or enlargement of any building;
 - (ii) the conversion by structural alteration into a place for human habitation of any building, not originally constructed for human habitation;
 - (iii) the conversion into more than one place for human habitation of a building, not originally constructed as one such place;
 - (iv) the conversion of two or more places of human habitation into one greater number of such places;
 - (v) such alterations of a building as affect an alteration of its drainage or sanitary arrangements, or materially affect its security;
 - (vi) the addition of any rooms, building, out-houses or other structures to any building;
 - (vii) the construction in a wall, adjoining any street or land, not belonging to the owner of the wall, of a door opening on to such street or land; and
 - (viii) the construction of any overhanging structure over any street or public place or the enclosing of any space intended to be kept open;
- (f) "Estate Officer" means the Deputy General Manager (Estate) of the Board or any other officer of the State Government, appointed and designated by the State Government as such on recommendations of the Secretary of the Board;
- (g) "form" means a form, appended to these rules;
- (h) "plot" means a piece of land, to be used for commercial purpose or any other co-related or allied purpose in any market, developed and owned by the Board or Committee;

- (i) "reserve price" means a price, determined by the Secretary of the Board in accordance with these rules for the purpose of transferring the plots by open auction or by allotment; and
 - (j) "transferee" means a person (including a firm or other body of individuals, whether incorporated or not) to whom a plot or building is sold, leased or transferred in any manner whatsoever under these rules and includes his successors and assignees";
- (2) The words and expressions used in these rules, but not defined, shall have the same meaning as assigned to them in the Punjab Agricultural Produce Markets Act, 1961.

3. **Sale of plots.**- All plots in the markets developed by the Board or Committees shall be disposed of by way of open auction or allotment in accordance with the provisions of these rules. Section 43 and 18 of Punjab Act 23 of 1961)

Provided that not more than fifty per cent of the available plots shall be disposed of by way of allotment and the process of allotment shall be completed before conducting the sale by auction".

Provided further that the plots will be allotted to the licenced dealers of old market which are de-notified resulting in displacement of such licenced dealers on free-hold basis for conducting business of purchase of sale of agricultural produce in the new markets on the following terms and conditions, namely:

- (i) the allotment shall be made in the markets where auction has already been held on the basis of the average price of the last auction plus fifteen per cent compound interest from the date of such auction to the date of allotment; "
- (ii) the allotment price shall be fixed at the five per cent, above the reserve price in the markets, where no auction has so far been held;

Provided that no corner plot shall be allotted by

way of allotment. The corner plot shall be allotted by way of auction only, by adding ten per cent extra cost to the reserve price, fixed for plots, other than the corner plots".

- (iii) only those licensees shall be eligible for allotment of plots on the price, specified in clauses (i) and (ii), who have been granted licences in the old denotified markets for a minimum period of three years before the date of allotment. Such licensees must have submitted returns in Form M appended to the Punjab Agricultural Produce Markets (General) Rules, 1962 for all three years or such licensee shall have to furnish adequate proof of working in the denotified old markets. In accordance with the provisions of Form 'H' and Form 'J', as specified in the Punjab Agricultural Produce Markets (General) Rules, 1962 read with the provisions of Form 'F', as specified in the bye-laws of the Market Committee for the aforesaid period of three years. The period of three years referred to above shall be counted with effect from the date of notice inviting applications for allotment;

Provided that only those licensees shall be eligible for allotment of plots, who have transacted the business of sale and purchase of agricultural produce for an amount, not less than five lacs rupees per annum during the last three years.

- (iii-a) In case, a fresh licence has been issued during last three years for the reason that prescribed period for renewal of previous licence has expired, the tenure of the period of licence shall be reckoned from the date of issue of previous licence. However, the fresh licence must have been issued within a period of three months after the expiry of the prescribed period for renewal of previous licence:

Provided that in case, the previous licence was issued to a firm and that firm had split up due

to any reason, resulting the cancellation of the previous licence, in such a case, the tenure of period of licence shall be reckoned from the date of previous licence, only if the subsequent fresh licence has been issued in the name of the same firm and such fresh licence has been issued within a period of three months from the date of the cancellation of the previous licence:

Provided further that the period, during which a licence remained cancelled during its non-renewal or due to the split up of a firm, then such a period shall be deducted while calculating the period, specified for a licence.

(iv) the licence of the prospective allottees should not have been suspended or revoked for a period exceeding three months at a time during the last two years for violation of any rule and non-payment of market fee; v)

the licensee should have been in possession of a premises as an owner or tenant or in any other legal capacity in the old market, which fact shall be determined by the allotment committee constituted under sub-rule (2) of rule 4;

Provided that in case there is only one single occupier of a premises in the old market, who is otherwise eligible for allotment of a plot, shall be eligible for allotment. In case there are more than two licensees, operating from one premises, then only two licensees shall be eligible for allotment of independent plots of lesser size in the new market who are otherwise eligible. The remaining licensees, who are also operating from the same premises shall give affidavits to the said allotment committee to the effect that they have "No Objection" in allotting plots to the two particular licensees

(vi) an allottee under these rules shall not be permitted to use the premises for the purposes other than the marketing of notified agricultural produce or co-related use. In the case of misuse of the premises, allotment shall be cancelled and ten per cent of the total amount of the value of the plot calculated at the time of cancellation after including the due interest or other dues, if any, shall be forfeited and such an allottee shall not be entitled for allotment of any other site.

(vii) the allottee shall not transfer the plot allotted to him within a period of seven years from the date of allotment.

Provided that the Secretary of the Board may allow the allottee to transfer the plot within a period of five years under the special circumstances to be recorded in writing:

Provided further that the transfer of a plot after a period of five years from the date of allotment of such plot may be permitted by the Secretary of the Board on payment of such fee and on such conditions as may be imposed at the time of granting permission;

Provided further that in no case such a transfer by way of sale, gift or otherwise shall be permitted in favour of a person who has been allotted a plot under these rules in any market in the State of Punjab Breach of this condition shall apart from cancellation of allotment and forfeiture of consideration amount, shall also debar the allottee from further allotment of any other plot;

(viii) the allottee shall not let out or part with possession of the plot to any other person.

(x) no licensee shall be eligible for allotment of more than one plot in a market in the State of Punjab;

- (xi) in case the number of available plots is less than the number of eligible applications allotment shall be made to the eligible applicants in order of seniority to be determined on the basis of their length of the period of licence;
- (xii) number of the plot shall be given by draw of lots amongst the eligible applicants; and
- (xiii) in addition to the price of plot, an allottee shall also pay within sixty days from the date of demand notice, additional cost of land incurred on its acquisition, if any. On the failure to pay the same, within the said period, an interest at the rate of twenty one per cent per annum shall be charged on the due amount

3(A) Powers and functions of Estate Officer - The Estate Officer shall have the following powers and functions, namely:-

- (i) to make the allotment of plots or auction of plots under these rules;
- (ii) to receive all payments of money under these rules;
- (iii) to sanction or refuse to sanction the building plan for erection or re-erection of any kind of building in a Market;
- (iv) to re-validate the sanction of building plan;
- (v) to stop unauthorized use of any building and to impose penalty for the disobedience of any order passed in this regard;
- (vi) to order the removal of persons and encroachments, in unauthorized occupation of any building by following due course of law ;
- (vii) to direct modification, if deemed necessary, of any sanctioned building plan of a building before its completion;

(viii) to ensure proper maintenance and upkeep of any site and building;

(ix) to issue notice to allottees, for the recovery of amounts due, along with interest or any other dues or for re-taking possession of a plots for breach of any other terms and conditions of allotment of plots;

(x) to sign, sale or conveyance deed on behalf of the competent authority;

(xi) to specify forms, registers, receipts and other record, whatsoever, considered necessary; and

(xii) to perform such other functions as are incidental and co-related and are deemed necessary for the compliance of these rules".

4. **Application for allotment.**- (1) In the case of sale by Section 43 and 18 of Pb.Act 23 Estate Officer within fifteen days of the notice inviting of 1961 such applications.

(2) The eligibility of an applicant for the allotment of the plot shall be determined by an allotment committee, constituted by the State Government.

(3) After scrutiny of the applications received under sub-rule (1), by the Allotment Committee, the eligible applicant shall be issued a letter of intend requiring him to pay twenty five per cent of the allotment price within one month in the form of a demand draft payable to the Board and drawn on the Scheduled Bank situated in the area of the committee concerned.

(4) After the price referred to in sub-rule (3) has been paid, the Estate Officer shall, subject to such directions as may be issued by the Secretary of the Board in this behalf, allot a plot and shall intimate by registered post, the number, approximate area and the balance

amounting to seventy five per cent of the allotment price payable for the plot so allotted, to the applicant.
"(5) The balance of seventy five per cent of the allotment price, may either be deposited in lump-sum without interest within a period of thirty days from the date of issue of the allotment letter by deducting two per cent of the said balance amount, as a discount or in six half-yearly installments with fifteen per cent interest or at such rate of interest, as may be notified from time to time by the State Government. The first such installment shall fall due after six months from the date of allotment letter".

- (6) In case of failure of the allottee to deposit the installment in time, penal interest at the rate of twenty four per cent annum shall be charged. In case of default of two successive installments, the plot and the building, if constructed, shall be resumed by the Estate Officer after giving an opportunity of being heard to the concerned allottee.
- (7) Apart from the resumption referred in sub-rule (6), an amount equivalent to ten per cent of the total price of the plot, shall be forfeited along with interest and other dues, if any, payable by the allottee from the amount already deposited by him.
5. **Delivery of possession-** The possession of the site shall be given to the allottee by the Estate Officer after the acceptance of the allotment and after payment of the twenty-five per cent of the allotment price by the allottee.
6. **Conveyance deed in the case of sale by allotment or by auction.-** In the case of sale by allotment or by auction, as the case may be, the allottee shall execute the deed of conveyance in Form 'B', after making payment of full price of the plot.
7. **Sale by auction -** In the case of sale by auction, the sale price shall be the reserve price or any higher price determined as a result of bidding in open auction. At least twenty five per cent of the bid accepted by the

auctioning officer, shall be paid on the spot by the purchaser, in cash or by means of demand draft drawn in favour of the Board and the balance shall be paid either in lump sum within sixty days from the date of auction or in installments as provided in sub-rule (5) of rule 4:

Provided that the sale by auction shall be subject to the confirmation of the Secretary of the Board.

Provided further that before conducting the sale by auction, the process of allotment to eligible applicants under rule 3, shall be finalized.

8. **Time within which building is to be erected.**- The allottee shall complete the building within two years from the date of issue of allotment letter in accordance with the plan specified by the Secretary of the Board:

"Provided that the period of two years, specified for the completion of the building, may be extended by the Estate Officer up to the maximum period of two years on the payment of fee at the rate of ten per cent of the allotment price for the first and fifteen per cent of the allotment price for the second year of allotment; year of extension for the reasons, to be recorded in writing. No further extension in this regard shall be given and the plot along with the incomplete building, if any, shall be resumed by the Estate Officer after giving opportunity being heard to the concerned allottee."

Provided further that the Secretary of the Board may in exceptional cases of hardship and for the reasons to be recorded in writing, grant extension beyond the stipulated period on such conditions as may be specified by the State Government.

9. **Registration and stamp duty.**- The allottee shall bear and pay all expenses in respect of execution and registration of the deed of conveyance, including the stamp duty and registration fee payable therefor.

10. **Fragmentation.**- No fragmentation of any plot or building constructed thereon shall be permitted.

11. **User.**- The allottee shall use the plot for the purpose for which it has been allotted and for no other purpose.

12. **Appeal.**-

(1) An appeal against an order of the Estate Officer under these rules shall be preferred to the Secretary of the Board or such other officer, as he may authorize in this behalf either by the appellant or through his agent by registered post addressed to the Secretary of the Board or to the officer authorized by him within thirty days of the order appealed against.

(2) The memorandum of appeal shall be signed by the appellant or his agent and shall be affixed with a court-fee of rupees fifty.

(3) The order passed by the Secretary of the Board shall be final and binding.

"13 **Interpretation.**- If any question arise with regard to the interpretation of these rules, the State Government shall decide the same.

'A' FORM 'A'
(See Rule 4)

To

The Estate Officer,
Punjab Mandi Board, Chandigarh.

APPLICATION FOR THE ALLOTMENT OF PLOT IN NEW MARKET _____

1. Name of the Applicant _____
2. Name and Style of Firm with full _____
particulars of all the Partners/Proprietor _____
3. Number of licence under _____
Punjab Agricultural Produce Market Act, 1961
4. Date of which licence was issued: _____
5. Date on which the licence/s was renewed _____
6. Date upto which licence is valid _____
7. Period for which licence remained suspended during last two years: _____
8. Details of business, transactions during the last three years
(enclose documentary proof)

Financial Year Amount of Transaction

- | Financial Year | Amount of Transaction |
|----------------|-----------------------|
| 1. _____ | _____ |
| 2. _____ | _____ |
| 3. _____ | _____ |

9. Business premises, i.e. Shop No./Boundaries alongwith size and location
(Specify whether owner, tenant or in what other legal capacity)

10. Description of any other plot owned by the applicant in New Market:-

Please allot a plot for Arhat shop in the New Market _____ at the allotment price of Rs. _____ per square yard on usual terms and conditions of the allotment. I have clearly gone through the statutory Rules and understand that breach of any terms and conditions of the allotment will render the plot liable to be resumed besides forfeiture of money deposited by the applicant.

Place

Date

APPLICANT

Verification

I, _____ S/o _____, R/o _____
_____ Tehsil _____, District _____
_____, authorized Partner/Sole Proprietor of the firm _____
hereby verify that the facts stated above in the application form are true and correct
and nothing material has been concealed therein.

Place _____

Date _____

APPLICANT

DOCUMENTS ENCLOSED:-

1. Licence certificate Annexure 'A'
2. Suspension of licence certificate Annexure 'B'
3. Certificate regarding continuation of firm,
in case of split Annexure 'C'
4. Affidavit
5. Attested copy of licence alongwith its renewals
6. Proof regarding ownership/rent/other legal capacity in which the premises used
alongwith Affidavit, Annexure 'D'.
7. Partnership Deed.
8. Registration certificate of the firm, if any.

ANNEXURE 'A'

(See Form A)

Certified that M/s. _____ have been a licensee Arhtia, working under licence No. _____ issued on date _____, in the old Mandi at _____ for the last _____ years as on _____.

The business, transacted during the last three years by the abovesaid firm as per the official record based upon 'M' returns of last three years or (based upon of the Form 'H' and Form 'J' alongwith Form 'F') of the Market Committee is as under:-

	Financial Year	Amount of Transaction
1.		
2.		
3.		

Place

Dated

Secretary

Market Committee

* Strike off which ever is not applicable.

ANNEXURE 'B'

(See Form A)

Certified that the licence of M/s. _____, working under licence No. _____, issued on date _____, has not been suspended/revoked for a period, exceeding three months at a time during the last two years as on _____ for violation of any rules, non-payment of Market fees/non submission of M Returns.

Place

Dated

Secretary
Market Committee

* Strike off which ever is not applicable.

ANNEXURE 'C'

(See Form A)

Certified that Sh. _____ S/o _____ is the partner/legal heir of firm/individual _____ which/who was a licensee Arthia in the old Mandi at _____ under licence no. _____, dated _____, for the period from _____ to _____ and was a sole proprietor(s)/partner(s) of M/s. _____ and is continuing the business after the death of his father/after the split of the firm from the premises at _____ in the old Mandi _____ under fresh licence bearing No. _____ since _____.

Place

Dated

Secretary
Market Committee

* Strike off which ever is not applicable.

FORM 'B'
(See rule 6)

**DEED OF CONVEYANCE OF BUILDING SITE SOLD BY ALLOTMENT/
AUCTION**

Deed of conveyance of a plot _____ sold by allotment to be used as plot for _____ in _____.

This indenture made on the _____ day of _____ 20____ between the Punjab State Agricultural Marketing Board (hereinafter called the 'Vendor') of the one part, and _____ (hereinafter called the 'Allottee') of the other part.

Whereas the plot hereinafter described and intended to be hereby conveyed, was owned by the vendor in full proprietary rights;

And whereas the Punjab State Agricultural Marketing Board has sanctioned the sale of the plot to the transferee in consideration of the sum of Rs. _____ (Rupees _____) for the purpose of constructing _____;

And whereas the Allottee has paid the entire sum of Rs. _____ (Rupee _____) being the purchase money for the said plot.

Now, therefore, this indenture witnesses to that for the purpose of carrying into effect the said sale and in consideration of the covenants of the Allottee hereunder contained, the Vendor hereby grants and conveys unto the Allottee all the piece or part of Plot No. _____, measuring _____ square yards and more particularly described in the plans filed in the office of the Estate Officer.

To have and to hold the same unto and to use of the Allottee subject to the exceptions, reservation, conditions and covenants herein after contained and each of them, that is to say:-

- (1) The Allottee shall enjoy the right of possession so long as he abides by the terms and conditions of sale as provided in the Punjab State Agricultural Marketing Board (Sale and Transfer of Plots) Rules, 1999 and other conditions, specified by the Board from time to time.

- (2) The Vendor reserves to himself all mines and mineral whatsoever in or under the said site with all such rights and powers, as may be necessary or expedient for the purpose of searching for, working, obtaining, removing, and enjoying the same at all time and in such manner, as the Vendor shall think fit, with power to carry out any surface or any part underground workings and to pay down the surface of all or any part of the said site and to sink pits, erect building, construct lines and generally appropriate and use the surface of the said plot for the purpose of doing all such things, as may be convenient or necessary for the full enjoyment of the exception and reservation hereinafter contained:

Provided that the Allottee shall be entitled to receive from the Vendor such payment for the occupation by him of the surface and for the damage done to the surface or to the buildings constructed thereon on the said plot by such works or workings or letting down as may be agreed upon between the Vendor and the Allottee or failing such agreement, as shall be ascertained by reference to arbitrator.

- (3) The Allottee shall pay all general and local taxes, rates or cesses for the time being imposed or assessed on the said plot by the competent authority.
- (4) The Allottee shall within a period of two years from the date of auction/sale, i.e., _____, complete the construction of _____ on the said plot in accordance with the sanctioned plan; provided that the time limit under this clause may be extended by the competent authority as per the Punjab State Agricultural Board (Sale and Transfer of Plots) Rules, 1999, as amended from time to time.
- (5) The Allottee may, before the erection of permanent building is commenced or completed, pitch a tent or erect temporary sheds or Kacha building for purpose of erecting a building on the said plot.
- (6) The Vendor may, by officers and servants at all reasonable times and in a reasonable manner after 24 (twenty four) hours notice in writing, enter in

and upon any part of the said plot/building for the purposes of ascertaining to be performance, and observed by him under these presents.

- (7) The Vendor shall have full right, power and authority at all times to do, through officers or servants all acts and things, which may be necessary or expedient for the purpose of enforcing compliance with all or any of the terms, conditions and reservations herein contained and to recover from the Allottee as a first charge upon the said plot, the cost of doing all or any such acts and things and costs incurred in connection therewith or in any way relating thereto.
- (8) The Allottee shall accept and obey all the rules and orders made or issued under the Punjab Agricultural Produce Markets Act, 1961.
- (9) In the event of breach by the Allottee of any of the terms and conditions, contained in this deed, which are to be performed or observed by the Allottee, it shall be lawful for the Estate Officer notwithstanding the waiver of any previous cause or right for entry, to enter into and upon the said plot or building thereon or any part thereof and to repossess, retain and enjoy the same as to his former estate and the Allottee shall not be entitled to a refund of the purchase money or any part thereof or to any compensation whatsoever on account of such resumption.
- (10) All arrears of any kind of payment due in respect of the plot shall be recoverable as arrears of land revenue.
- (11) The Allottee shall in all respects be bound by the Punjab Agricultural Produce Markets Act, 1961 and the Punjab State Agricultural Marketing Board (Sale and Transfer of Plots) Rules, 1999, as amended from time to time and conditions of the allotment letter.
- (12) The Allottee shall not without sanction or permission in writing of the Estate Officer erect any building or make any alterations or additions to such building or the plot.
- (13) The Allottee shall not without the written permission of the Estate Officer carry on or permit to be carried on the plot or in any building thereon trade or business whatsoever or use the same or permit the same to be used for

any purpose other than the one for which it has been allotted.

(14) In the event of any dispute or difference at any time arising between the Vendor and the Allottee as to the true intent and meaning of these presents, and of each and every provision thereof, the property and rights hereby reserved or any of them, or in any manner incidental or relating thereto, the said dispute or difference shall be referred to the Secretary of the Board, whose decision thereon shall be final and binding on the parties hereto.

If and so long as the Allottee fully performs and complies with and continues to so perform and comply with each and all the terms and conditions herein made and provided but not otherwise, the Vendor will secure the Allottee in full and peaceful enjoyment of the right and privileges herein and hereby conveyed and assured.

And it is hereby agreed and declared that unless a different meaning shall appear from the context, the expression 'Allottee' used in these presents shall include, in addition to the said _____, his lawful heirs (permitted), successors, representatives, assignees, transferees, lessees and any person or persons in occupation of the said site or building erected thereon with the permission of the Estate Officer.

In witness whereof, the parties hereto have hereunder respectively subscribed their names at the places and on the dates hereinafter in each case specified.

Signed by the said _____

On behalf of the Allottee _____

at day of _____ 20 _____

In the presence of :

Witnesses: One of the witnesses must be a Magistrate (with his court seal) if the deed is not executed before the Estate Officer.

No.1

Name

Residence

Occupation

No.2

Name

Residence

Occupation

Signed by for and on behalf of the Punjab State Agricultural Marketing
Board/Market Committee and setting under his authority at _____
the day _____ to 20 _____

In the presence of

Witnesses

No.1

Name

Residence

Occupation

No.2

Name

Residence

Occupation

ANNEXURE 'D'
(See Form A)

AFFIDAVIT

I, _____ s/o _____
R/o _____ do hereby solemnly affirm and declare as
under:-

That the deponent is working in the name and style of M/s. _____,
who is a licensee Arttia in the old Mandi, working under licence No. _____,
issued on date _____, at _____. The above firm/deponent have
a premises/donot have a premises in the old Mandi and he owns the premises/is on
rent in this premises/ is using the premises _____ (mention in which
legal capacity) which is owned by _____. The size and location of the
premises is given as under:-

Size:-

Number & Location:-
(with neighbouring sites/road/building etc.)

Place

Dated.

Deponent

Verification:-

Verified that the information given in my above affidavit, is true and correct
to the best of my knowledge and belief and nothing material has been concealed
therein.

Place

Dated.

Deponent

* Strike off which ever is not applicable.

Financial Commissioner Development and
Principal Secretary to Government of Punjab
Department of Agriculture.

PART I

DEPARTMENT OF LEGAL AND LEGISLATIVE AFFAIR

Notification

The 7th September, 2001.

No. 16-Leg./2001.- The following Act of the legislature of the State of Punjab received the assent of the Governor of Punjab on the 3rd September, 2001, and is hereby published for general information.-

Punjab Act No. 11 of 2001

**THE PUNJAB NEW MANDI TOWNSHIPS (DEVELOPMENT
AND REGULATION) AMENDMENT The Punjab Agricultural Produce Markets
Act, 1961, 2001.**

AN

ACT

further to amend the Punjab New Mandi Townships (Development) and Regulation) Act, 1960.

Be it enacted by the legislature of the State of Punjab in the Fifty-second Year of the Republic of India as follows:-

1. (1) This Act may be called the Punjab New Mandi Townships (Development and Regulation) Amendment Act, 2001.
(2) It shall come into force at once.
2. In the Punjab New Mandi Townships (Development and Regulation) Act, 1960, in Section 3,-

- (i) in sub-section (2), for the words "vested in the State Government" the words "vested in the State Government, Punjab State Agricultural Marketing Board or Market Committee, as the case may be," shall be substituted;
 - (ii) in sub-section (3), for the words "State Government", the words "State Government", Punjab State Agricultural Marketing Board or Market Committee, as the case may be," shall be substituted; and
 - (iii) in sub-section (4), for the words "State Government" whether occurring the words "State Government, Punjab State Agricultural Marketing Board or Market Committee, as the case may be," shall be substituted.
3. (1) The Punjab New Mandi Townships (Development and Regulation Amendment Ordinance, 2001 (Punjab Ordinance No.5 of 2001), is hereby repealed.
- (2) Notwithstanding such repeal, anything done or any action taken under the principal Act, as amended by the Ordinance referred to in sub-section (1), shall be deemed to have been done or taken under the principal Act, as amended by this Act.

S.S.GREWAL,
Secretary to Government of Punjab,
Department of Legal and Legislative Affairs.

GOVERNMENT OF PUNJAB
DEPARTMENT OF AGRICULTURE

Notification

The 4th February, 2004

No. G.S.R/7/PA.23/61/S. 18 and 43/2004. In exercise of the powers conferred by section 43 read with section 18 of the Punjab Agricultural Produce Markets Act, 1961 (Punjab Act 23 of 1961), and all other powers enabling him in this behalf, the Governor of Punjab is pleased to make the following rules further to amend the Punjab State Agricultural Marketing Board (Sale and Transfer of Plots) Rules, 1999, namely:-

RULES

1. These rules may be called the Punjab State Agricultural Marketing Board (Sale and Transfer of Plots) (First Amendment) Rules, 1999, in rule 3, in clause (iii), for the words "paid market fee", the words "submitted returns in Form M appended to the Punjab Agricultural Produce Markets (General) Rules, 1962" shall be substituted.

DR.B.C.GUPTA,
Financial Secretary to Government of Punjab,
Department of Agricultural.

**GOVERNMENT OF PUNJAB
DEPARTMENT OF AGRICULTURE
(Mandi Branch)**

The Secretary,
Punjab Mandi Board,
Chandigarh

Memo No. 18/50/09-M-5/3240
Chandigarh, dated the 2-06-09


Subject : Clarification regarding rules relating to allotment of plots.

Reference : Your Letter No. 2735, dated 18-05-09

The Licence would be deemed to be in possession "**in any other legal capacity**" under Rule 3(v) of the Punjab State Agricultural Marketing Board (Sale and Transfer of Plots) Rules, 1999 (as amended up to date) if he fulfils any one of the following conditions:-

- (i) He has a licence issued in the old market under section 10 of the Punjab State Agriculture Produce Markets Act, 1961, specifically containing the name of the claimant and description of the premises in the mandi from which he claims to be working, or
- (ii) He has filed atleast three consecutive Income Tax Returns before the date on which the applications for allotment of plots were called, showing him to be carrying on his business from the premises of which he claims possession, or
- (iii) He has in his name an electricity connection, or water supply and sewerage connection, of the premises for a period of not less than three years preceding the date of calling applications for allotment of plots, or
- (iv) He has a BSNL land line connection in his name and on the address of the premises for a period of not less than three years preceding the date of calling applications for allotment of plots.

It is clarified that competent authority must satisfy itself that the applicant to whom a plot is to be allotted fulfils all other requirements as provided in the Rules.



Superintendent