

**RULES FOR PROCEDURE FOR THE SALE OF POUNDS AND MARKETS BY MUNICIPAL BOARDS  
AND TOWN COMMITTEES IN ASSAM, 1958**

## CONTENTS

1. .
2. .
3. .
4. .
5. .
6. .
7. .
8. .
9. .
10. .
11. .
12. .
13. .

**SCHEDULE A :-** Form of lease for cattle pounds

**SCHEDULE B :-** Form of lease for markets

**SCHEDULE C :-** Mortgage deed to be executed by or on behalf of fannerfr of pounds and markets

**RULES FOR PROCEDURE FOR THE SALE OF POUNDS AND MARKETS BY MUNICIPAL BOARDS  
AND TOWN COMMITTEES IN ASSAM, 1958**

In exercise of the powers conferred by Ss. 147, 148, and 301 of the Assam Municipal Act, 1956 (Assam Act XV of 1957), and in supersession of all previous rules on the subject, the Government of Assam is pleased to make the following rules, the same having been previously published as required under sub-S. (4) of S. 301 of the same Act. Sections 147 and 148.

**1. . :-**

All pounds which the Municipal Board decides to farm out and markets established by vested in or placed under the control and administration of the Municipal Board shall be farmed out by tender subject to observance of rules and procedure for inviting tender ;

provided that the Board may, in its discretion, and for reasons to be recorded, reserve any such pound or market from lease and administer it direct.

**2. . :-**

The period of lease for a pound or market shall be one year ;

provided that the Board may, if it thinks fit, with previous approval of the Director of Municipal Administration extend the period of lease for a total period of two years but not exceeding one year at a time.

**3. . :-**

The sale by public auction of the right to levy fines and charges in respect of any pound and to collect the authorised fees in respect of any market shall be held, public notice having been given one month previously, not later than the 14th day of February in the financial year preceding that in which the lease is to take effect.

**4. . :-**

(b) A copy of the notice shall be hung up within view of the public at the office of the Board and a copy shall also be posted at a conspicuous place at or in the vicinity of the pound or market to be leased. Notice shall also be sent to all thana officers in the sub-division for posting and, for circulation through chaukidars, if any.

**5. . :-**

The auction shall be held by the Chairman or the Vice-Chairman of the Board's office. The Board may appoint not more than four of its members to render such assistance to the officer conducting the auction »s be may require. No such auction shall take place on a Sunday or other authorised holiday If the day fixed for sale happens to be a Sunday or other authorised holiday, the sale shall commence on the next

open day and will continue from day to day, except on holidays unless the officer conducting the sale fixes other dates and gives notice of them to those present at the auction.

**6. . :-**

At the time of auction the officer conducting it shall read out notice under K. 4 and explain it to the intending bidders.

**7. . :-**

Every bid made shall be recorded in writing by the officer conducting the sale. He shall not be bound to accept the highest or any bid. but if he does not accept the highest or any bid, he shall record his reason in writing. The lease shall be granted to the persons whose bid, is accepted, subject to the provisions of the succeeding rule.

**8. . :-**

The persons whose bid is accepted shall be required immediately after the bid, to deposit with the officer holding the auction not less than twenty-five per centum on the amount of his bid, or if the lease be for more than one year, on the amount of his bid for one year, as security and to accept a duly stamped lease in the form set out in Schedule A or B, as the case may be, to these rules. The Board shall provide the form of lease and shall arrange for the necessary stamped paper to be available at the time of sale. If the purchaser fails to make the required deposit or to accept the lease before the close of the bidding for the day, the pound or market shall be forthwith again put up for sale.

**9. . :-**

Subject to the provision in R. 4, if the officer holding the auction is not satisfied with any security offered, he may decline to accept the security, or for this purpose may postpone the proceedings in respect of any market or pound pending enquiry until a date of which notice shall be given to the bidder. If the security is not then approved the pound or market shall be again put up for auction on a fresh date.

**10. . :-**

The bid list or lists, with the proposal of the officer holding the auction, shall be laid before the Board at a meeting and the Board may confirm or modify such proposal ;

provided that if the Board refuses to accept any proposal and sanctions any other settlement the grounds shall be recorded in writing and annexed to the proceeding of the meeting. The Board may direct that any pound or market may be put up for sale. When the Board has confirmed a settlement with any person who has not accepted a lease, an acceptance shall be obtained in accordance with the preceding rules within fourteen days. The lease shall be issued on confirmation by the Board.

**11. . :-**

When a lease becomes liable to determination in consequence of the infringement by the lessee of any of the terms of the lease, the pound or market shall, without undue delay, be farmed out, subject to the proviso to R.1, by public auction in the manner laid down in the preceding rules. If the price fetched at such re-sale does not cover the balance of the rent payable by the defaulting lessee, the Board shall at once proceed to request the Deputy Commissioner to take action for the recovery of the amount of this loss from the defaulting lessee or his surety, if any, as arrears of land revenue, or in the alternative shall proceed to recover such loss by distraint under S. 149 of the Assam Municipal Act, 1956, unless the amount deposited by the lessee under R. 8 or the residue of it, if any, is sufficient to defray the amount of loss.

**12. . :-**

The amount deposited by the lessee under R. 8 shall be held by the Chairman of the Board as security for the due payment of the rent and other sums payable by the lessee under the terms of his lease and on non-payment of such rent or other sums the Board shall appropriate the amount of the deposit or so much of it as is necessary towards the realisation of the said rent or other sums due from the lessee.

**13. . :-**

The Board shall take steps to register every lease for a pound or market for a period of more than one year. Every mortgage bond of immovable property shall be registered. Unless the Board at a meeting directs otherwise the costs of stamps on the lease and mortgage bond, if any, shall be borne by the lessee, and that of registration by the Board. No claim against the Board for refund of costs incurred for the execution of a lease shall be admitted by the Board except at a meeting.

**SCHEDULE A**

Form of lease for cattle pounds

**SCHEDULE A**

**Form of lease for cattle pounds**

.is hereby appointed pound keeper of the.....pound, under the.....Board on the following conditions :

That the pound keeper shall pay as rent the sum of Rs. .... for

which he (and his surety/sureties) shall be ( jointly and severally) bound by four/twelve instalments in a year, that is to say-

Name of surety/Names of sureties to be furnished

Rs.....on the.....day of.....

Rs.....on the.....day of.....

Rs.....on the.....day of.

to the said.....Board for the right to appropriate, his own use for.....

year(s)... .....from the.....day of.....to the day of.....the

pound fines and charges to be levied according to the scale set forth in the schedule hereto annexed.

\*Strike out word unnecessary.

And that the sum of Rs.....(and a further sum of Rs.....

Omit if no such security is given in promissory notes) deposited by the

pound keeper with the said.....Board shall be held by the said.....

Board as security for the due payment of the rent reserved as aforesaid and on non-payment of rent, the said sum, or so much thereof as necessary,

shall be appropriated by the said.....Board as rent, and that he will take

such order with the impounded animals in his charge that no animal shall escape or cause injury to any person or any other animal, and for any injury caused by an impounded animal he will be personally responsible ;

And further that the pound keeper will not assign, sub-let or part with the possession of the pound without the consent in writing of the

said.....Board, and that he will not give any gratification to any one

bringing cattle to his pound, that he will keep the pound on the existing site and will not remove it to any other site without orders in writing

previously obtained from the said.....Board, that he will keep the

pound houses and enclosures clean and in good repairs, so long as he is pound keeper, and he will execute without undue delay any repairs which

the said..... Board may call pn him to execute by a written order, that

he will not charge or demand more than the authorised fines and the sanctioned rates for feeding and watering impounded cattle, that he will provide good and sufficient food and water for the impounded cattle and that he will duly carry out all the duties imposed upon the pound keeper by or under the Cattle Trespass Act (1 of 1871). In the event of his

breaking any of the covenants herein contained the said.....Board

shall be at liberty to remove him from the office of pound keeper and this lease shall thereupon determine, and he shall forfeit without objection the security deposit as above stipulated, and shall also be able to prosecution under Act I of 1871, and upon the determination of this lease in consequence of his breaking any of the covenants herein contained, the said

.....Board shall be at liberty to re-sell the pound to any other person

and, if the price fetched at such re-sale does not cover the balance of the rent payable by him, to take action for the recovery of amount of this loss from him (and his surety or surities) or his (or their) heirs, executors and representatives in the manner provided by law for the recovery of arrears of land revenue, or in the alternative by distraint under S. 149 of the Assam Municipal Act, 1956.

Witness..... Chairman of the

..... Board

I accept this lease subject to all the conditions mentioned there in.

Witness..... Signature or thumb impression

of lessee

Witness..... Signature or thumb impression

**SCHEDULE B**

Form of lease for markets

**SCHEDULE-B**

Form of lease for markets

**is hereby appointed to collect the authorised fees in  
respect of the.....market under the.....Board or Town Committee On the following conditions:**

**That the lessee shall pay as rent the sum of Rs. .... for which he  
(And his surety/sureties) shall be (jointly and severally) bound by (.....) installments, that is to say**

**Rs. ....on the .....day of .....**

**Rs. ....on the .....day of .....**

**Rs. ....on the ..... day of ..... etc.,**

**to the said..Board orTown Committee for the right to appropriate to his own use for.....year(s) from the.....day  
of.....to the ..... day of the fees to be levied in respect of the said.....market according to the scale sanctioned  
by the said .....Board or Town Committee ;**

**And further that the sum of Rs. deposited by the lessee with the said. Board or Town Committee and a  
further sum of Rs. in promissory notes shall be held by the said..Board or Town Committee as security for the due  
payment of the rent reserved as aforesaid and for the observance of the conditions of this lease ;**

**That on non-payment of rent the said sum or so much thereof as is necessary shall be appropriated by the  
said..Board of Town Committee as rent, and the lessee shall forthwith deposit such further amount as will restore  
the said deposited sum ;**

**And further that the lease shall fulfill the following covenants:**

**(a) He shall provide and maintain a pure source of/maintain the water supply.**

**(b) He shall cause the market to be drained in such manner as the Board or Town Committee may direct and  
shall keep the drains clean.**

Or

He shall maintain the drains in good order.

**(c) He shall cause the hat to be kept clear of filth and refuse, and all refuse, sweepings, garbage and manure to be  
removed to a distance of not less than 250 yards from the boundary of the hat at his own cost and burnt, and shall  
have**

**all corpses found within the market removed to a similar distance and buried or burnt.**

**(d) He shall himself accompany or depute some person to accompany  
any officer authorized by Government or the Board or Town Committee to  
inspect the market when inspecting the market.**

**(e) He shall provide and maintain/maintain a latrine and urinal within  
the hat for the convenience of the public, and shall cause it to be cleansed  
to the satisfaction of the Board or Town Committee.**

**(f) He shall publish and keep published on a notice board the fees  
Levi able under the orders of competent authority and shall not levy any  
excessive or unwarranted fees. Without prejudice to the generality of the  
other conditions of this lease, the Board or Town Committee shall be at  
liberty to cancel this lease immediately in the event of the levy by the  
lessee of excessive or unwarranted fees, and that in addition to, and not in**

substitution for, any other penalties to which the lessee may thereby become liable.

(g) He shall keep order in the open market or cause it to be kept and shall abide by all the lawful directions of the Board or Town Committee.

(h) He shall charge no toll or fees in respect of Government goods belonging to, or carried on behalf of Government.

And further that the lessee will not assign or sub-let the right to Collect the authorized fees in respect of the said market without the consent in writing of the said Board or Town Committee.

In the event of his breaking any of the covenants herein contained the Said... Board or Town Committee shall be at liberty to cancel this

lease and the lessee shall forfeit without objection the aforesaid security deposited by him ; and upon the determination of this lease in consequence of his breaking upon any of the covenants herein contained the said.

Board or Town Committee shall be at liberty to re-sell the right to collect the authorized fees in respect of the said market to any other person

and, if the price fetched at such re-sale does not cover the balance of the rent payable by him to take action for the recovery of the amount of this loss from him\* (and his surety or sureties) or his (or their) heirs, executors or representatives as arrears of land revenue, or in the alternative by distraint under S. 149 of the Assam Municipal Act. 1956, unless the amount of security deposited by him with the said .. Board or Town

Committee or the residue of it, if any, is sufficient to defray the amount of loss.

Also that sums which the lessee becomes liable to pay in virtue of this agreement shall be recoverable from him \*(and his surety or sureties) or his (or their) heirs, executors and representatives in the manner provided by law for the recovery of arrears of land revenue or in the alternative by distraint under S. 149 of the Assam Municipal Act, 1956.

Witness.....

## Chairman of the Board or Town Committee

Provided also that in lieu of cancellation the Board or Town Committee may

direct the sum deposited as security or any portion thereof to be forfeited, and it shall be forfeited accordingly to the Board or Town Committee and the lessee shall forthwith deposit such further amount as shall restore the sum to be deposited to the said sum of Rs .

Notwithstanding any other provisions in this lease, a fine not exceeding Rs. 50 may also be imposed by the Board for breach of any condition of the lease by the lessee.

1 accept this lease subject to all the conditions mentioned' therein.

Witness.....

Signature or thumb impression

of lessee

Witness.....

Signature or thumb impression

of sureties

# SCHEDULE C

Mortgage deed to be executed by or on behalf of fannerfr of pounds and markets

## SCHEDULE - C

### Mortgage deed to be executed by or on behalf of fanners of pounds and

#### Markets

This instrument made this. day of 19between(herein-  
after called the "Mortgagor" of the one part and the..Board or Town

Committee ( herein after called the "Mortgagee" ) of the other part.

Whereasis held bound to theBoard or Town Committee  
for the payment of rent of Rs. . for the yearfor the market.

Whereas security for the due and punctual payment of the rent is demanded by or on behalf of the mortgagee  
and in order to furnish such security, the mortgagor(s) has/have agreed to sign these presents ;

Now these presents witness that in pursuance of the said agreement  
the mortgagor(s) doth hereby transfer to the mortgagee, his successors and  
assigns the immovable property described in Schedule A hereunder written  
with the appurtenance thereto subject to redemption as hereinafter mentioned ;

And it is hereby agreed that if the said . shall duly arid punctually pay the rent amount to Rs. . per annum or any  
other sum that may become due under the agreement, the mortgagee, his successor or assigns'  
shall thereupon re-transfer the said immovable property noted in Schedule A to the mortgagor(I), his/their legal  
representatives and assigns or  
as he or they shall direct:

Provided always and it is hereby agreed that in case the mortgagor(s),  
his/their legal representatives or assign shall fail to comply with the terms  
of the said lease, it shall be lawful for the mortgagee, his successors and  
assigns to sell the said immovable property noted in Schedule A or any  
part thereof and out of the proceeds of such sale to make good to the  
mortgagee, his successors or assigns the amount which in consequence of  
any such default shall be payable by the mortgagor(s), his/their legal  
representative or assigns.

In witness where of the mortgagor(s) has/have hereunto set his/their  
hand the day and year first above written.

## The schedule above referred to Schedule - A

If the property is house property :

Registration district	Registration Sub- division	Village	Boundaries Of the property	Description and value of building how long likely to last	Extent of building site and of vacant ground or compound	Trees, well etc.	Dag numbers	Classification	Area	Land revenue	Trees
1	2	3	4	5	6	7	8	9	10	11	12

Witness.....

**Dated.....**

**Signature of mortgagee,**