

Chapter – VII

Powers, functions and duties of *Sthayee Samiti*

27. Powers of *Sthayee Samiti*. – (1) Subject to such direction, general or special, as may be issued by the State Government from time to time, every *Sthayee Samiti* shall exercise such powers and perform such functions of the *Panchayat Samiti* in relation to the subjects assigned to it under rule 31 within the limits of its financial authority as may be decided by the *Panchayat Samiti* in a meeting convened with specific agenda for this purpose. The *Sthayee Samiti* shall also be responsible for the implementation of the programmes and schemes of the *Panchayat Samiti* and also those assigned to or devolved upon it by different departments of the State Government relating to the subjects enumerated in rule 31.

(2) In order to achieve a co-ordinated approach, a *Sthayee Samiti* shall perform its functions on maintaining close liaison with the *Upa-Samiti* concerned of the *Gram Panchayat* and, when necessary, with the *Gram Unnayan Samiti* having interest in such functions, and for this purpose, may invite Sanchalak of such *Upa-Samiti* and any other person to attend any of its meeting.

(3) When an item of expenditure required to be incurred for implementation of a programme or scheme, exceeds the maximum limits of the financial authority of a *Sthayee Samiti*, it shall deliberate upon the issue and place it with its proposed plan of action and the fund required to the *Artha Sanstha Unnayan O Parikalpana Sthayee Samiti* for a decision and it shall implement the said programme or scheme in conformity with the decision of the *Artha Sanstha Unnayan O Parikalpana Sthayee Samiti*.

(4) If the *Artha Sanstha Unnayan O Parikalpana Sthayee Samiti* considers that the proposal of the *Sthayee Samiti* referred to in sub-rule (3) is not acceptable or implementable under the provision of the Act or any rule, order or direction framed thereunder or the item of expenditure exceeds the maximum limit of its authority, the matter shall be referred to the *Panchayat Samiti* for a decision in its next meeting. The decision of the *Panchayat Samiti* in that case shall be final.

(5) Notwithstanding the provisions contained in rule 77 of the West Bengal Panchayat (*Zilla Parishad* and *Panchayat Samiti*) Accounts and Finance Rules 2003 or in sub-rule (3), when actual expenditure for a project scheme exceeds ten per cent of the approved budget estimate, the *Sthayee Samiti* concerned may complete the project or scheme under intimation to *Artha Sanstha Unnayan O Parikalpana Sthayee Samiti* when the latter shall in due course take steps to incorporate the same in the revised and supplementary budget thereof.

(6) In case of any doubt as to whether a particular scheme or work comes within the ambit of the subjects assigned to a *Sthayee Samiti* or in case of difference of opinion on this point between two or more *Sthayee Samitis*, the matter shall be referred to the *Artha Sanstha Unnayan O Parikalpana Sthayee Samiti* for decision in a meeting.

(7) Every *Sthayee Samiti* shall prepare a quarterly report on physical and financial progress of work relating to the projects or schemes dealt with by the *Sthayee Samiti* in Form 7. Such report shall be placed as early as possible in the meeting of the *Panchayat Samiti* through the *Artha, Sanstha, Unnayan O Parikalpana Sthayee Samiti* with such additional date or information as may be deemed necessary in view of the specific nature of a scheme.

(8) The Secretary of the *Sthayee Samiti* shall forward the copy of the proceedings of every meeting of the *Sthayee Samiti* to the Executive Officer who shall bring it to the notice of the *Sabhapati* and place it in the next meeting of the *Panchayat Samiti* for ratification.

28. Function of *Sthayee Samiti* in respect of subject or scheme devolved or assigned to *Panchayat Samiti* for execution by the State Government. – (1) As soon as any subject or scheme is devolved upon or assigned to a *Panchayat Samiti* by any Department of the State Government or by any other authority, the *Panchayat Samiti* shall identify the appropriate *Sthayee Samiti* and advise it to draw detailed plan for appropriate measures on the subject or for execution of the scheme. While forwarding the scheme the *Panchayat Samiti* may issue suitable direction to the *Sthayee Samiti* about the manner in which the plan for its execution shall be drawn up. The *Sthayee Samiti* shall cause the requisite plan and estimate of the scheme prepared by the appropriate Block level officer for deliberation, modification, if necessary, and approval.

(2) The *Sthayee Samiti* shall then proceed to execute the scheme on the basis of the accepted plan and estimate following the provisions under rule 27.

29. Function of *Sthayee Samiti* in respect of execution of schemes out of own resources of the *Panchayat Samiti*. – On approval of any scheme by the *Panchayat Samiti* for its execution out of the fund mobilized through its own resources, the *Sthayee Samiti* concerned, subject to the provisions of rule 27, shall, in conformity with the direction of the *Panchayat Samiti*, if any, deliberate upon it and cause the plan and estimate of the same prepared by the appropriate Block level officer. The *Sthayee Samiti* shall then consider, modify, if necessary, and approve the scheme and cause execution thereof with the help of the concerned Block level officer.

30. Annual action Plan and Budget of *Sthayee Samiti*. – With the object of achieving economic development and ensuring social justice for all and keeping in view the major thrust of action projected by a *Panchayat Samiti* in consonance with the demands and suggestions of the *Block Sansad* as also the *Gram Panchayats* within its jurisdiction, every *Sthayee Samiti* shall assess the felt-need of the people of the area together with availability of the local resources both physical and financial and thereafter dovetail and integrate them with the schemes, programmes and grants sponsored or made by different authorities and prepare an annual action plan encompassing its functional areas. Such annual action plan of all the *Sthayee Samitis* for the following year prepared in the aforesaid manner shall be the basis of the annual action plan of the *Panchayat Samiti*.

31. Subjects and functions assigned to different *Sthayee Samitis*. – The *Sthayee Samiti* specified in the entries in column (1) of the Table hereunder shall deal with and formulate and execute schemes relating to, the subjects specified in the corresponding entries in column (2) of the Table.

The Table

(1)	(2)
<i>Artha Sanstha Unnayan O Parikalpana Sthayee Samiti</i>	(i) Finance, (ii) Budget, (iii) Accounts, (iv) Audit, (v) Levying of rates, fees, duties and toll charges, (vi) Mobilisation of resources, (vii) Administration and establishment, (viii) Co-ordination and monetary supervision of activities of different <i>Sthayee Samitis</i> including the schemes assigned by different departments of Government. (ix) Preparation and implementation, monitoring and evaluation of <i>Panchayat Samiti</i> plans, (x) Employment generating programmes, (xi) Small savings, (xii) Preparation of resource inventory and data base of <i>Panchayat Samiti</i> planning, (xiii) Management of hat, bazaar, ferry assigned by Government to <i>Panchayat Samiti</i> , (xiv) Issue of licences on behalf of the <i>Panchayat Samiti</i> , (xv) Preparation of socio economic database in a decentralised manner, (xvi) Organising and managing training of members & functionaries of <i>Gram Panchayat</i> and <i>Panchayat Samiti</i> , (xvii) Any other function not specified for any other <i>Sthayee Samiti</i> , (xviii) Any other matter as may be assigned from time to time, (xix) Implementation of Right to Information Act.
<i>Janaswastha O Paribesh Sthayee Samiti</i>	(i) Public health, (ii) Sanitation, (iii) Rural water supply, (iv) Community health care management, (v) Community oriented programme for control of infectious diseases including AIDS, (vi) Community based vector control, (vii) Rural health centres, clinics and dispensaries, (viii) Family Welfare, (ix) Nutrition, (x) Protection of environment and preservation of aesthetic values, (xi) Control of pollution including industrial pollution.
<i>Purta Karya O Paribahan Sthayee Samiti</i>	(i) Roads including bridges, culverts and drains for connecting all villages with all-weather roads, (ii) Public buildings, (iii) Rural housing, (iv) different civil works and maintenance thereof, (v) Public transport system, waterways and other means of communication, (vi) Drainage system for domestic waste water and high rain water, (vii) Removal of encroachment on public roads and places under the control of the <i>Panchayat Samiti</i> .

(1)	(2)
<i>Krishi Sech O Samabay Sthayee Samiti</i>	(i) Agriculture with introduction of new crops, new agronomic practices and crop variations, (ii) Agro industries, (iii) Horticulture, (iv) Floriculture, (v) Vermiculture, (vi) Organising marketing of agricultural products and processed and semi-processed farm produces, (vii) Irrigation including small irrigation, (viii) Soil conservation, (ix) Water management and watershed development and harvesting of rain water, (x) Co-operative movement, (xi) Crop loan, (xii) Co-operative farming, (xiii) Expansion of coverage of PROFLAL Scheme.
<i>Siksha Sanskriti Tathaya O Krira Sthayee Samiti</i>	(i) Elementary education upto class VIII for all, (ii) Adult and non-formal education, (iii) Mass education, (iv) Facilitation for SSK and MSK, (v) Supervision of Mid-day Meal Programme, (vi) Rural library, (vii) Technical training and vocational education, (viii) Cultural activities and recreation, (ix) Information and mass communication, (x) Promotion and monitoring of activities relating to Common Service Centres, (xi) Games and sports, (xii) Youth Welfare services.
<i>Sishu O Nari Unnayan Janakalyan O Tran Sthayee Samiti</i>	Development of women and children, (ii) Prevention of child labour, (iii) Mobilisation of public opinion against child marriage, dowry system and premature motherhood (iv) Building up public resistance to atrocities against women and children, (v) ICDS programme – support, improvement of infrastructure and facilitation for access to its services by all, especially weaker section of the community, (vi) Social welfare - (a) Welfare of handicapped persons, (b) Welfare of SC and ST people, (c) Welfare of old and infirm persons, (d) Welfare of minority community, (e) Facilitation for implementation of NOAPS and implementation of NFBS, (f) Welfare of other weaker sections, (vii) Social security, (viii) Unemployment assistance and pension (ix) Facilitation to Self-help Groups, their sub-clusters and clusters, (x) Relief and rehabilitation, (xi) Assistance for access to Legal Aid for marginalized groups.
<i>Bon O Bhumi Sanskar Sthayee Samiti</i>	(i) Distribution of vested land, (ii) Land reforms programmes, (iii) Assistance to Self-help Groups for cultivating Khas & vested agricultural land, (iv) Social forestry, (v) Farm forestry, (vi) Increased production and economic use of fuel and fodder, (vii) Protection of forest resources including flora and fauna and promotion of joint forest management, (viii) Maintenance of ecological balance, (ix) Eco-Tourism development.
<i>Matsya O Prani Sampad Sthayee Samiti</i>	(i) Pisciculture, (ii) Animal resource development by promotion of dairy, poultry and such other unit, (iii) Artificial insemination (iv) Control of diseases and arrangement for treatment of livestock.
<i>Khadya O Sarbaraha</i>	(i) Public distribution system, (ii) Distribution of BPL cards including cards for Antyodaya Anna Yojana & Annapurna Yojana, (iii) Food security programmes including promotion of graingola, (iv) consumer grievances
<i>Khudra Shilpa Bidyut O Achiracharit Shakti Sthayee Samiti</i>	(i) Cottage and small scale industries, (ii) Handloom, (iii) Khadi and village industries, (iv) Sericulture, (v) Self employment programmes, (vi) Rural electrification, (vii) Non-conventional energy growth.

32. Co-ordination between Panchayat Samiti, its Sthayee Samitis and Block Level Officers for execution of schemes.— (1) There shall be proper co-ordination between the *Panchayat Samiti*, its *Sthayee Samitis* and Block level officers of line Departments of the State Government in all matters relating to planning, execution and administration of development work and the *Sabhapati*, *Sahakari Sabhapati*, Executive Officer and other functionaries, officers and employees shall endeavour to maintain, and also desist from disrupting, such co-ordination so as to ensure unhindered progress of development programme.

(2) Without any prejudice to the generality of the modality of distribution of functions under rule 31, the *Panchayat Samiti* may, by a resolution recording the reasons thereof, assign any specified work, project or scheme to any other *Sthayee Samiti* for execution when such assignment is considered necessary and expedient in order to interlink it with one or more other schemes for the purpose of bringing greater benefit to the people.

(3) Notwithstanding the provisions under rule 31, if it appears to a *Panchayat Samiti* that a *Sthayee Samiti* is not performing its functions at all or not performing in accordance with the provisions of this Act and rules thereunder, the *Panchayat Samiti* may resolve in a meeting to either take over the powers, functions and duties of the said *Sthayee Samiti* or transfer them for a specified period to the *Artha Sanstha Unnayan O Parikalpana Sthayee Samiti* when the *Panchayat Samiti* or the *Artha Sanstha Unnayan O Parikalpana Sthayee Samiti* as the case may be, shall exercise powers, perform the functions and discharge the duties of the said *Sthayee Samiti* until it becomes functional.

(4) When a *Panchayat Samiti* acts in terms of sub-rule (3), it shall also take such appropriate steps, as may be deemed necessary, for making the *Sthayee Samiti* functional.

Chapter – VIII

Meeting of Sthayee Samiti

33. Meeting of Sthayee Samiti. – Every *Sthayee Samiti* shall hold a meeting in the office of the *Panchayat Samiti* at least once in a month on such date and at such time as may be fixed in the earlier meeting of the *Sthayee Samiti* or, if no such meeting has been fixed or if the meeting could not be held on the date and time so fixed, the date and time of the meeting shall be fixed by the *Karmadhyaksha*:

Provided that if the *Karmadhyaksha* fails to convene the meeting in time, the *Sabhapati* shall convene the meeting of the concerned *Sthayee Samiti* on such date and at such time as may be fixed by him:

Provided further that the *Sabhapati* shall not convene more than three consecutive meetings of a *Sthayee Samiti*.

34. Preparation of list of business. – (1) A list of business to be transacted at a meeting, except an adjourned meeting, of the *Sthayee Samiti* shall be prepared by the Secretary of the *Sthayee Samiti* in consultation with the *Karmadhyaksha* and it shall be entered in the Attendance Register cum Minutes Book in Form 2 to be maintained for the purpose and countersigned by the *Karmadhyaksha*.

(2) The first item of the agenda for each meeting shall be to make a report on the actions taken on the resolution passed in the previous meeting.

35. Notice of meeting. – At least seven days' notice of all meetings except an emergent or a requisitioned meeting shall be served upon all members in Form 1. At least three days' notice for emergent meeting shall be served upon all members of the *Sthayee Samiti* in Form 1A. Seven days' clear notice for a requisitioned meeting shall be given by the *Karmadhyaksha* or by the requisitioner members in Form 1B or in Form 1C, as the case may be:

Provided that not more than one item shall be discussed in an emergent meeting or in a requisitioned meeting.

36. Manner of service of notice. – (1) (a) Notice for a meeting other than a requisitioned meeting shall be signed and sent by the Secretary of the *Sthayee Samiti* to all the members. The notice for an ordinary meeting shall be sent by post under certificate of posting and that for an emergent meeting shall be sent by special messenger.

(b) The notice for a requisitioned meeting shall be sent by registered post with acknowledgement due by the *Karmadhyaksha* of the *Sthayee Samiti* or by the members requisitioning the meeting as the case may be.

(2) A copy of the notice for all meetings except a requisitioned meeting called by the members themselves shall be displayed on the notice board of the *Panchayat Samiti* on the same date on which such notice is issued.

37. Quorum. – Except for the members appointed under clause (c) of sub-section (2) of section 124, at least half of the existing members of a *Sthayee Samiti* subject to minimum three, shall form quorum for a meeting of the *Sthayee Samiti* and once quorum is reached, it shall remain valid for the entire meeting.

38. Absence of official members from the meeting. – If any official member appointed under clause (c) of sub-section (2) of section 124 does not attend two consecutive meetings of the *Sthayee Samiti*, the matter shall be brought to the notice of the concerned department of the State Government by the Executive Officer of the *Panchayat Samiti* if so desired by the *Karmadhyaksha* and the *Sabhapati* of the *Panchayat Samiti* and, if necessary, the matter may be referred to the Department of *Panchayats* and Rural Development.

39. Officers, though not members of the *Sthayee Samiti*, to attend the meetings. – Any officer or employee of the *Panchayat Samiti*, who has been given responsibility in any manner in relation to any function of the *Sthayee Samiti* and has a role in implementation of the decisions of the *Sthayee Samiti*, may be invited by the *Karmadhyaksha*, when authorised by the *Sthayee Samiti* in an earlier meeting, to attend such meeting or meetings.

40. Attendance Register of Members. – (1) An Attendance Register cum Minutes Book in Form 2 shall be maintained by the Secretary of the *Sthayee Samiti* wherein every member shall sign his name or put his left thumb impression in presence of the presiding member who shall thereafter attest the same.

(2) Minutes of the meeting shall be entered in the same Attendance Register cum Minutes Book and shall be read out before the meeting is concluded. The person presiding over the meeting shall thereafter put his signature.

(3) In case of a requisitioned meeting every member attending the meeting shall sign his name or put his thumb impression in the appropriate place in the aforesaid Attendance Register cum Minutes Book or, if it is not available, on a plain sheet of paper. Proceedings of the meeting shall be recorded in the manner laid down in the proviso to rule 25, in the said Book or sheets of plain paper as the case may be.

41. Adjournment of meeting. – (1) If within an hour from the time appointed for the meeting quorum is not formed, the meeting shall stand adjourned and the adjourned meeting shall be held on the seventh day thereafter at the same place and time with the same agenda.

(2) No notice is mandatorily necessary for the adjourned meeting although the *Karmadhyaksha* may additionally cause service of such notices.

(3) Quorum as required under rule 37 shall also be necessary in an adjourned meeting.

(4) In case of adjournment of meeting if quorum is not formed, the process of convening the meeting will start *de-novo*.

42. Presiding over the meeting of *Sthayee Samiti*. – All meetings of the *Sthayee Samiti* shall be presided over by the *Karmadhyaksha*. In absence of the *Karmadhyaksha*, the members of the *Sthayee Samiti* shall elect one of the members present to preside over the meeting.

43. Requisitioned meeting for discussion on works or programmes. – (1) The *Karmadhyaksha* when required in writing to call a meeting of the *Sthayee Samiti* by not less than one-fourth of the total members of the *Sthayee Samiti* including the members appointed under clause (c) of sub-section (2) of section 124, shall issue notices within three days from the date of receipt of the requisition, for a meeting to be held within fifteen days from the date of such receipt of the requisition on giving clear seven days' notice to all the members of the *Sthayee Samiti*, failing which the members aforesaid may call the meeting on giving intimation to the Executive Officer of the *Panchayat Samiti* and seven days' notice to the members of the *Sthayee Samiti*:

Provided that if any proposal is put to vote, the members appointed under clause (c) of sub-section (2) of section 124 shall have no right to vote although they may participate in the discussions and put forward their views on the issue under consideration.

(2) The item of discussion in a meeting in terms of sub-rule (1) shall relate only to works or programmes of the *Sthayee Samiti*.

44. Mode of arriving at decisions in the meeting. – All motions and questions which may come before a meeting of the *Sthayee Samiti* shall be decided by the majority of the members present and voting at the meeting and in case of equality of votes the person presiding over such meeting shall have a casting or second vote:

Provided that in case of a requisitioned meeting the presiding member shall have no second or casting vote:

Provided further that every member shall exercise his vote in an open manner following the procedure to be decided by the presiding member.

Chapter XVI

Repeal and Savings

99. Repeal and Savings. – (1) On the coming into force of these rules, the West Bengal *Panchayat* (Powers, Functions and Duties of the Executive Officer and the Secretary of the *Panchayat Samiti*) Rules, 1979, the West Bengal *Panchayat* (*Panchayat Samiti* Administration) Rules, 1984 and the provisions of the West Bengal *Zilla Parishads* (Election, Constitution and Administration) Rules, 1964 in so far as they relate to the Anchalik Parishad or the *Panchayat Samiti*, shall stand repealed:

Provided that such repeal shall not affect the previous operation of the said rules in respect of things done or omitted to be done thereunder before such repeal takes effect.

Table
Fees for New Construction/Building or Additional Construction/Alteration of Building
[See rule 66]

Category of Gram Panchayat Area	Type of construction (New/Addition/Alteration)	Thatched, Tin, Tile, or asbestos shed without brick wall covering area more than 18sq. meter (Kutch House)	Thatched, Tin, Tile or asbestos shed with brick Wall (Semi-Pucca House)		Pucca Building (Rates on the basis of per sq. ft. of total floor area of the proposed structure / building)	
			Construction for Residential Purposes	Construction for Commercial purposes	Construction for Residential purposes	Construction for Commercial purposes
Gram Panchayats under the jurisdiction of KMDA & other Development Authority	New Construction	Rs. 80.00	Rs. 250.00	Rs. 500.00	Rs. 1.50	Rs. 2.50
	Additional Construction/Alteration	NIL	Rs. 150.00	Rs. 250.00	Rs. 1.50	Rs. 2.50;

FORM 1

[see rule 14(1)]

Form of notice of ordinary meetings of the *Panchayat Samiti*/*Sthayee Samiti*

.....*Panchayat Samiti*

.....*Sthayee Samiti*

To:

Sri / Smt.

.....

Notice is hereby given that to transact the following business the next meeting of the *Panchayat Samiti*/*Sthayee Samiti* shall be held at(place) at.....A.M./ P.M. on the..... day of.....

He is requested to make it convenient to attend the said meeting.

List of business :

1.
2.
3.
4.

Dated, the.....day of.....

Secretary
Panchayat Samiti / Sthayee Samiti

FORM 1A
[see rule 14(1)]

Form of notice of emergent meeting of the *Panchayat Samiti or Sthayee Samiti or Block Sansad*

.....*Panchayat Samiti*

.....*Sthayee Samiti*

To:

Sri / Smt

.....

Notice is hereby given that an emergent meeting of the *Panchayat Samiti/Sthayee Samiti* will be held at(place) at.....A.M./P.M. on the.....day of.....to transact the following business.

He is requested to make it convenient to attend the said meeting.

Item of business:

Dated, the.....day of

Secretary
Panchayat Samiti / Sthayee Samiti

FORM 1B
[see rule 14(1)]

**Form of notice of requisitioned meeting of the *Panchayat Samiti/Sthayee Samiti*
by the *Sabhapati / Karmadhyaksha***

.....*Panchayat Samiti*

.....*Sthayee Samiti*

To:

Sri / Smt.....

.....

Notice is hereby given that a requisitioned meeting of the *Panchayat Samiti/Sthayee Samiti* will be held at(place) at.....A.M./P.M. on the.....day of.....to transact the following business.

He is requested to make it convenient to attend the said meeting.

List of business:

- 1).....
- 2).....
- 3).....

Dated, the.....day of.....

Sabhapati / Karmadhyaksha
Panchayat Samiti / Sthayee Samiti

FORM 1C

[see rule 14(1)]

Form of notice of requisitioned meeting of the *Panchayat Samiti / Sthayee Samiti* by the requisitionist members

.....*Panchayat Samiti*

.....*Sthayee Samiti*

To:

Sri / Smt

.....

Notice is hereby given that since the *Sabhapati / Karmadhyaksha* has failed to convene a meeting in accordance with law as required by us, the undersigned members, by a letter served on the *Sabhapati / Karmadhyaksha* on(date), a requisitioned meeting shall be held at the office of the *Panchayat Samiti* at(place) atA.M. / P.M. on the to transact the following business.

He is requested to make it convenient to attend the meeting.

Business:

Requisitionist members -

1.

1.

2.

3.

4.

Dated:(Place)

Theday of.....

Copy forwarded to the -

1. *Sabhapati / Karmadhyaksha* of

2. Sub-divisional Officer (Prescribed Authority)

FORM 2

[see rule 17(1)]

**Form of Attendance Register cum Minutes Book for the meeting of *Panchayat Samiti* or
Sthayee Samiti or *Block Sansad***.....*Panchayat Samiti*.....*Sthayee Samiti*

Date of meeting:

Place of meeting:.....

Time of meeting:.....

Nature of meeting: Ordinary/Emergent

Sl. No.	Name of the member	Signature or *LTI of the member	Time of arrival	Attested by (in case of *LTI only)

*Left thumb impression

Minutes of the meeting :

FORM 3

[see rule 18]

Form of notice of adjourned meeting of *Panchayat Samiti* / *Sthayee Samiti*.....*Panchayat Samiti*.....*Sthayee Samiti*

To:

Sri / Smt

.....

Notice is hereby given that the meeting of the *Panchayat Samiti* / *Sthayee Samiti* which was adjourned on the.....day of.....(month) 20..... will be held at (Place) atA.M. / P.M. on the day ofto transact the items of business which were on the agenda of the meeting, dated

He is requested to make it convenient to attend the said meeting.

Dated, theday of

Secretary

*Panchayat Samiti /Sthayee Samiti***FORM 4**

[see rule 11(1)]

Report on the work of*Panchayat Samiti*

for the year

A – Work done by the *Panchayat Samiti*:

Nature of scheme	Physical achievement of the work done	Money value of the work done	Sources of fund
1	2	3	4

B- Promotional activities of the Panchayat Samiti:

Nature of activity	No. of beneficiaries / groups	Percentage of achievement	Remarks
1	2	3	4

C - Flow of fund to the Gram Panchayats through the Panchayat Samiti for execution of different assigned schemes:

Nature of scheme	Name of Dept. devolving fund	Amount received	Amount utilised
1	2	3	4

In part "A" of the report –

under the column "Nature of scheme", the schemes, if any, relating to "Irrigation and "Minor Irrigation", "Road", "Bridge", "Culvert", "Construction of dwelling house", "Sinking of tube well", "Resinking / Repair of tube well", etc., shall be shown separately.

under the columns "physical achievement" the length of road in kilometre, the number in respect of "Irrigation and Minor Irrigation Scheme", "Bridge", "Culvert", "Dwelling house", "Tubewell", etc., shall be shown.

(ii) In part "B" of the report under the column "Nature of activity" the work regarding "Barga Finance", "Distribution of land", "Distribution of Mini kits", etc., done under the advice of the Panchayat Samiti and which are of promotional nature and does not involve any expenditure on the part of the Panchayat Samiti shall be shown.

(iii) In part "C" of the report under the column "Nature of scheme", the names of various schemes assigned to Gram Panchayats, for execution such as "Food-for-Work", "Rural Works Programme", "Rural Restoration Programme"

FORM 4A

[see rule 65]

Form of application for permission to erect structure / building or to make an addition / alteration to an existing structure / building in a Gram Panchayat under Development Authority

(to be submitted in triplicate)

.....Gram Panchayat

.....Panchayat Samiti

To

The Executive Officer

..... Panchayat Samiti

I hereby apply for permission to erect a new structure / building / to make addition / alteration to an existing structure / building on a land covered by C.S. / R.S. plot Nos. and premises No.....(if any) of mouza of jurisdiction list No. of Police Station the boundaries of which are shown below, on payment of the fee of Rs. as deposited by me.

Boundaries -

East -

West -

North -

South -

2. I hereby declare that I have unencumbered right, title and interest in the land on which the structure / building is proposed to be constructed / on which the existing building / structure stands to which additions / alterations are proposed to be made. I am enclosing copies of documents in support of the claim.

3. I hereby undertake to raise the walls of the proposed structure / building in such manner as to allow a front set-back of ninety centimetres for the building after leaving in the middle a clear passage of one metre and eighty centimetres on either side of the road and at least ninety centimetres set-back on other sides of the building.

4. I am enclosing three copies of site plan and building plan for the proposed construction.

5. I further undertake hereby to make construction strictly following the building plan submitted with such modifications as may be directed by the Panchayat Samiti or any other development authority so empowered.

6. I also hereby declare that the proposed structure / building within area or near or in the vicinity of any aerodrome will not tend to create any hazard or violate the provisions of any other prohibited area.

7. I also hereby undertake that I shall not start the construction work before receipt of permission with the approved copy of the building plan from the competent authority or before the expiry of the statutory period for according such approval.

8. I also hereby undertake to make payment of further fees as may be directed by the competent authority in accordance with the rules and procedure.

(Strike out the words not applicable).

Signature.....

Name in Block letters.....

Address.....

Date.....

FORM 4B

[see rule 79(3)]

Form of Granting/Occupancy Certificate

From : The Executive Officer

..... Panchayat Samiti

To :

.....

.....

(Name and address of the applicant)

Subject : Grant of Occupancy Certificate under sub-rule (3) of rule 79.**Building****Particulars :**

Plot No.....

J.L. No.....

Name of Mouza.....

Gram Panchayat.....

Sir,

With reference to your notice of completion dated.....I hereby certify that the building as per description below on.....Gram Panchayat in respect of which plans were sanctioned vide Building Permit No.....dated..... has been inspected with reference to the provision of the Building Rules under Chapter XII of the West Bengal Panchayat (Panchayat Samiti Administration) Rules, 2008 and is certified to be fit for occupation.

DESCRIPTION OF CONSTRUCTION, USE AND CONDITIONS, IF ANY.

One set of building plans with endorsement "Approved Completion Plan" is returned herewith (where required).

Yours faithfully,

Executive Officer

.....Panchayat Samiti

Official Stamp :

Date :

FORM 5

[see rule 51(1)]

Application for licence for holding hat or market

To

The Executive Officer

_____ *Panchayat Samiti*

_____ District

I hereby apply for licence for use of the place covered by Plot No.(s)of.....mauza.....J.L. No.under police station in the district ofthe boundaries of which are given below for the purpose of holding of a hat or market for the period from.....to..... The proposed hat/market shall be held on.....(mention the day or days of the week) every week/fortnight/month.

I shall be bound to deposit the prescribed licence fee and observe the conditions of the licence, if granted.

*The land described above is under my possession as owner / as lessee and I have obtained written consent of other owners / lease-holders.

**A layout plan in respect of the hat/market is enclosed as the hat/market consists of shops or stalls exceeding thirty in number/for sale of goods.

Boundaries:

East:

West:

North:

South:

Signature.....

Name in Block letters.....

Address.....

Date.....

*Strike out if not applicable.

** Strike out if not applicable under the rule.

FORM 5A

[see rule 55]

Licence for holding hat or market

Name of *Panchayat Samiti*

Name of District.....

License No...../200.....(Year) Date.....

Name of Licensee.....

Address of Licensee.....

License issued for the period of.....

Name of hat or market.....

Day or days of the week/fortnight/month when such hat or market shall be held.....

Boundaries of the place of hat or market:

East –

West –

North –

South –

Comprising:

Plot No.(S)

Mouza..... J.L. No.....

It is hereby laid down that the owner/lessee of the hat/market shall abide by the terms and conditions laid down in this regard and violation of any such term/condition shall make this licence liable to be cancelled.

The *Panchayat Samiti* acknowledges a sum of Rs.....(in words.....)
only from Sri/Smtvide Receipt No.....dated.....

Signature with date of

Cashier/Accounts Clerk of.....*Panchayat Samiti*

Signature with date of

Executive Officer / Jt. Executive Officer of*Panchayat Samiti*

Seal:

Terms and conditions for licence on holding hat/market:

1. The licence of every hat or market shall make proper arrangements for –
 - (i) the clearing and drainage of the site;
 - (ii) the supply, where necessary, of water suitable for drinking and cooking purpose in sufficient quantities for the needs of persons attending the hat/market;
 - (iii) adequate disinfections of such water supply with bleaching powder or such other disinfectant as may be directed by the *Panchayat Samiti*, when any contamination is suspected or discovered;
 - (iv) the construction and maintenance, where necessary, of sufficient number of privies and urinals for the use of persons attending the hat/market with such separate accommodation for each sex as may be directed by the *Panchayat Samiti*;
 - (v) the collection, removal and disposal of refuse, rubbish, solid or liquid sewage at such intervals as the *Panchayat Samiti* may direct;
 - (vi) bringing to the notice of the Sanitary Inspector or such other officer as may be authorised by the Chief Medical Officer of Health or by the *Panchayat Samiti* in this behalf, of any case of cholera, small pox or any other infectious or contagious disease occurring within the precincts of a hat/market;
 - (vii) the supply of light for every part of the hat or market at night; and
 - (viii) the supply by suitable persons of wholesome food at reasonable prices and in sufficient quantities.
2. No person shall expose for sale in a hat or market any article of food such as milk or milk products, edible oil, ghee, butter, molasses, sugar, sweetmeats, except in covered receptacles and free from contamination by dust and flies.
3. No person suffering from leprosy or any other contagious disease shall prepare or help in the preparation of or expose any article for sale in hat or market.
4. No privy or urinal shall be constructed or allowed to stand within a radius of twenty metres from any place in a hat or market where articles of food are stored or exposed for sale or from any source of water supply.
5. No person shall store or sell or expose for sale in a hat or market any meat, fish, vegetable, fruit or other articles of food or drink which is in a state of decomposition and injurious to human health.
6. Adequate safeguards shall be provided for by the licensee against an outbreak of fire in a hat or market.
7. Where a hat or market is established or held without a licence or in violation of any condition of licence, the owner or the lessee of such hat or market shall be liable to such penalty as the *Panchayat Samiti* may provide under the by-laws made by it under section 223.

FORM 6

[see rule 57]

Application for licence of offensive or dangerous trade

To

The Executive Officer

..... *Panchayat Samiti*

District

I hereby apply for licence for use of the place covered by plot / plots no(s). of mouza
....., J.L.No. under Police Station.....
in the district of boundaries of which are given below for carrying on the trade or business
of which has been declared by the State Government as offensive
or dangerous. If it is decided by the authority to grant for the current year the licence applied for, I shall be bound to
deposit the prescribed licence fee and strictly observe the conditions of the licence, on default of which the licence shall
be liable to be cancelled on prior notice of one clear month when I shall be bound to close down the said trade or business
with immediate effect. I shall also be bound to apply for renewal of such licence for the next financial year for carrying
out the same trade or business at the same place under the same terms and conditions.

Boundaries :

East -

West -

North -

South -

Signature with date.....

Name in Block letters

Address

Date

FORM 6A

[see rule 57]

Application for renewal of licence of offensive or dangerous trade

To

The Executive Officer

..... *Panchayat Samiti*

District

I hereby apply for renewal of licence No.....issued on.....(date) in my favour for carrying on the trade or business of.....at the same place *with change of boundaries as shown below. I also declare hereby that if it is decided to renew the licence, I shall deposit the requisite amount of the fee at the prescribed rate and shall abide by the terms and conditions set forth in the licence issued earlier.

Boundaries (Need not be filled if there is no change):

East -

West -

North -

South -

Signature

Name in Block letters

Address

Date

*Please delete if there is no change.**N.B.**

- (1) Change of boundaries beyond the control of the licensee may be noted when the authority shall have the right to withhold renewal of licence on the ground of ecological imbalance or environmental pollution.
- (2) Any change of place / site or any change of trade or business by the same licensee shall require fresh application for licence.

FORM 6B

[see rule 61]

Form of license for carrying on offensive or dangerous tradeName of *Panchayat Samiti*

Name of District.....

License No...../.....(Year) Date.....

License issued to (Name of Proprietor/Partner/Director)

for the period of

Address of Licensee.

Description of trade or business.....

Boundaries of the place of trade or business:

East -

West -

North -

South -

Comprising :

Plot No(s).

Mouza

J.L. No.

The *Panchayat Samiti* acknowledges a sum of Rs.....(in words
.....) only from M/S
vide Receipt No. dated.....

Signature with date:

Cashier/Accounts Clerk.....*Panchayat Samiti*

Date:

Signature with date:

Executive Officer / Jt. Executive Officer of.....*Panchayat Samiti*

Date:

Licence renewed under the same terms and conditions (with change of boundaries as noted above) on receipt of requisite annual rate of fee for the year –

Year

(1)

(2)

(3)

Dated signature of the Executive Officer / Joint Executive Officer

Conditions of Licence for carrying on offensive or dangerous trades.

The licensee shall abide by the following terms and conditions: -

- (i) the place may be inspected at any reasonable hour of any day by the *Sabhapati* or *Sahakari Sabhapati* of the *Panchayat Samiti*, *Karmadhyaksha* of *Janaswastha O Paribesh Sthayee Samiti*, Executive Officer of the *Panchayat Samiti* or any other authorised officer, not below the rank of an Extension Officer;
- (ii) manufacturing, processing or any other work carried on under the licence in the specified premises shall be maintained in such a manner so as not to cause any injury, danger, annoyance or offence to the sense of sight, smell or hearing of persons residing in the neighbourhood;
- (iii) the licence shall relate only to such trade or business as is specified in it;
- (iv) the licence shall relate only to such place as is specified in it;
- (v) there shall be satisfactory arrangement for drainage of waste water and effluents, disposal of solid wastes and control of gaseous emissions to prevent nuisance in the place and its neighbourhood;
- (vi) the licence shall be liable to be cancelled in the event of contravention of any of the conditions laid down in clauses (i) to (v) or on any other ground as may be considered important by the *Panchayat Samiti* on service of prior notice of one clear month when the licensee shall be bound to close down such trade or business with immediate effect;
- (vii) the licence is subject to renewal on payment of requisite fee for every financial year and the authority reserves the right of withholding such renewal on such ground or grounds as may be intimated to the licensee.

FORM 7

[see rule 27 (2)]

Report on the work done by the *Sthayee Samiti* of the _____ *Panchayat Samiti* in the district of _____ for the quarter ending _____ of the year _____.

1. Name of the scheme/programme executed _____
2. Brief description of the scheme/programme executed _____
3. Whether the scheme / programme was executed under assignment by Government or out of own resources _____
4. Physical achievement during the quarter under report _____

Money value of the work done

Countersigned.

Karmadhyaksha,

_____ *Sthayee Samiti*

Secretary _____ *Sthayee Samiti*

N.B. For such scheme/programme executed by a *Sthayee Samiti* separate form should be used.

FORM 8

[see rule 88]

I, _____, having been selected for appointment as _____ of the _____ *Panchayat Samiti*, do hereby declare that I was born at _____ (birth place) on _____ (date, month and year). I also annex herewith the following documents in support of the statement:

i)

ii)

I do, further declare that the year, month and date of birth as recorded herein are binding on me and I shall not ask for any modification thereof at my subsequent date.

Date _____

Signature: _____

[Orders of the appointing authority]

Signature: _____

Designation: _____

Date: _____

FORM 9

[see rule 7 & 8]

Bill for payment of remuneration and allowance to the *Sabhapati / Sahakari Sabhapati/ Karmadhyaksha*.Name of the office bearer and the office _____
_____ *Panchayat Samiti*.

Period for which the remuneration is claimed [months] _____

Amount of remuneration claimed

Gross claim Rs. _____

Less deduction, if any Rs. _____

Certified that -

*(i) The period for which the remuneration has been claimed does not include any period of absence.

*(ii) The period for which the claim for remuneration has been lodged includes a period of leave for _____
days duly granted by the *Panchayat Samiti* vide its resolution dated _____.

Signature of office bearer

Passed for Rs. _____

(Rupees _____)

Signature of Exe. Officer

Panchayat Samiti

Received Rs. _____ (Rupees _____) only

Signature of the payee

*Strike out the clause not applicable.

ANNEXURE - I

Declaration of Assets as they stood on _____ name (in full) of
 Officer _____ Service _____ Designation
 _____ now appointed as _____ Substantive pay
 _____ Special pay _____

A – Immovable Property

(I) LANDS

SL No.	Precise Location	Area	Nature of land	Extent of interest	Value	In whose name (wife, child, dependent, other relation or benamdar) the asset is	Date and manner of acquisition	Remarks
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)

(2) HOUSES

SL No.	Precise Location	Extent of interest	Value	In whose name (wife, child, dependent, other relation or benamdar) the asset is	Date and manner of acquisition	Remarks
(1)	(2)	(3)	(4)	(5)	(6)	(7)

Date:

Signature of Declarant

(3) IMMOVABLE PROPERTIES OF OTHER DESCRIPTION**(Including Mortgages and such other rights)**

SL. No.	Brief Description	Extent of interes	Value	In whose name (wife, child, dependent, other relationt or benamdar) the asset is	Date and manner of acquisition	Remarks
(1)	(2)	(3)	(4)	(5)	(6)	(7)

B – Movable Property

**(I) CASH, BANK BALANCE, CREDIT, INSURANCE POLICIES,
SHARES, DEBENTURES, ETC.**

SL. No.	Description of Item	Value	In whose name (wife, child, dependent, other relationt or benamdar) the asset is	In the case of loan the name of the person from whom the loan was taken and the relationship of the loance with that person	Date and manner of acquisition	Remarks
(1)	(2)	(3)	(4)	(5)	(6)	(7)

Date:

Signature of Declarant