

ANNEXURE - IV

[See Rule 10]
AGREEMENT

ARTICLES OF AGREEMENT made at
this day of Two thousand and
..... between the President of India hereinafter called the
"Government" of the one part and
(name and full address of the Individual hereinafter called the Agent) which expression
shall be deemed to include her successors wherever the context admits or requires of
the other Part.

WHEREAS with a view to expending the Small Savings Scheme the
Government are desirous of appointing Organisations or institutions, individual Women
of the area concerned as authorised agents under the "Mahila Pradhan Kshetriya
Bachat Yojana" for canvassing and securing investments in P.O. Recurring Deposit
Accounts.

AND WHEREAS the Agent / Agent Organisation has agreed to act as
such authorised agent on the terms and conditions hereinafter appearing.

AND WHEREAS it is one of such terms and conditions that the Agent
should as security for due fulfilment of the said contract furnish to the Appointing
Authority a Savings Certificate (issued under the Government Savings Certificates Act,
1959) for Rs.200 (Rs. Two hundred) / Rs.1000 (Rs. One thousand) only, as the case
may be, duly pledged to the President of India or a cash security of Rs.200 (Rs. Two
hundred) / Rs.1000 (Rs. One thousand) required to be deposited in the Government
Treasury through Treasury Challan or Fidelity Guarantee Policy of the value of
Rs.10000 (Rs. Ten thousand) / Rs.50000 (Rs. Fifty thousand) only and Agent has
accordingly pledged Savings Certificate No. dated
..... for Rs.200 (Rs. Two hundred) / Rs.1000 (Rs. One thousand) only to the
President of India.

OR

Furnished a cash security or Rs. 200/- / Rs.1000/- through
.....Treasury Challan No.dated

Furnished Fidelity Guarantee Policy for Rs.10,000/- (Rupees Ten
thousand) / Rs.50,000/- (Rupees fifty thousand) only, as the case may be,
No..... dated

NOW IT IS HEREBY AGREED by and between the parties hereto as
follows :-

1. The Agent shall
 - (i) canvass for and secure P.O. 5-year Recurring Deposit Accounts in
accordance with the rules governing the aforesaid deposit account.
 - (ii) make necessary entry for any amount received from the depositors under
this scheme, in the printed card (No. ASLAAS-5) form prescribed by the Government of
Puducherry and supplied to her.
 - (iii) deposit the amount so received in the Post Office to which the Agent is
attached for making deposits under the scheme, within 5 (five) days of receipt of the
money but not later than the end of the month and pending such deposits to hold the
money in trust for and on behalf of the Government of India.

(iv) receive from the deposit accepting the Post Office the Pass Book(s) covering each and every deposit made by the agent and deliver the same Pass-Book(s) to the depositor(s) within 10 days of receiving it from the Post Office.

(v) obtain from the depositor(s) his/her acquittance with signature and date in the appropriate column of the card kept with the agent in token of the having received the Pass Book(s).

(vi) notify immediately to the "Appointing Authority", the Planning and Research Department and the local police of the area, the loss of cards/Certificate of Authority if such loss takes place while the document are in the custody of the Agent and to publish the loss as a public notice in at least one local newspaper at her cost.

(vii) follow all directions and instructions as may be issued to her from time to time by the Government of Puducherry or by persons duly authorised by the Government.

(viii) be entitled to commission only on deposits made during the period of this agreement in the following types of accounts, namely,

- (a) account opened by her under this agreement Mahila Pradhan Kshetriya Bachat Yojana, and
- (b) accounts transferred by the "appointing authority" to her from another Agent who has opened such accounts and is not in a position to discharge her responsibilities in terms of her agreement in respect of such accounts.

(ix) not be entitled to claim any commission on the deposits received in respect of any other account not opened by her, and

(x) not assign or otherwise transfer the benefit of this agency or any part thereof to a third party.

2. The Agent shall be entitled to receive a commission (at such rate as may be notified by the Government of Puducherry from time to time) on total investments received and completed according to the aforesaid terms and conditions in the P.O. Recurring Deposit Accounts from the depositor(s) residing in the area for which she is authorised. The commission shall be payable to her by the "Paying Authority" on submission of commission claim in the prescribed manner. The Agent shall not be entitled to any other commission, remuneration or payment of whatsoever for the work done under the presents except commission as aforesaid notwithstanding any expenses she may incur for the purpose.

3. Subject to the provision for earlier termination hereinafter contained the period of the agency shall be three years commencing from the date of this agreement, and thereafter the agency may, on an application being made in this behalf by the agent, be renewed at the option of the Government for further periods not exceeding three years at a time.

4. The agency would be liable to be terminated by the "Appointing Authority" without notice, if the work or conduct of the Agent is adversely commented upon by the supervising authorities or if she, in the opinion of the "Appointing Authority", which shall be final and binding, is found guilty of breach of any provision of this Agreement, or if she becomes insolvent, or runs into liquidation or it is discovered that a part or the whole of the business was secured by her with the help or connivance of an official of the Department of Posts or Planning and Research Department; the commission earned on such business would also be liable to forfeiture and if the commission on such business has already been paid, the Agent must refund it to the Government of Puducherry, failing which the Government shall have the right to recover the amount of such commission paid, from the Agent as an arrears of land revenue.

5. Notwithstanding anything contained in paragraphs 3 and 4, this Agreement may be terminated by either party in giving three months notice to the other; provided, however, that the "Appointing Authority" shall be at liberty to terminate the agency at any time without notice and without assigning any reasons for the same.

6. On termination of this Agreement, however occasioned or as and when called for by the "Appointing Authority", the Agent shall be responsible for the return to the "Appointing Authority" of all the documents and papers concerning the agency. The Agent shall indemnify the Government of India against any or all losses or claims that may arise on account of any default of the Agent or its authorised worker(s).

7. The term "Appointing Authority" and "Supervising Authority" used in this agreement shall be the authorities as specified in Mahila Pradhan Kshetriya Bachat Yojana issued by Planning and Research Department, Puducherry and Executive instructions issued hereunder.

8. In the event of the death of the Agent, the amount due and payable to her as commission in terms of this Agreement, shall be payable to her nominee(s) specified by her in Schedule 'A' hereunder written. In case of death of an agent, the agency will be automatically terminated. However, where an agent has received money from investor and has not remitted the same in Post office, the nominee of the agent shall take immediate action to return the amount failing which the amount shall be deducted from the commission due or from such other amount held by the Appointing Authority or by the Planning and Research Department, Government of Puducherry.

9. The stamp duty on this Agreement will be paid by the Government.

IN WITNESS WHEREOF THE President has caused the (Designation of the Appointing Authority) to set his hand and has set her hand (The name of Agent) on the day, month and year first hereinabove written.

Signed and delivered by

..... (The name of the Agent)

in the presence of

(Signature and address of Witness)

.....
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Signed and delivered by the.....

.....
(Name and Designation of the "Appointing Authority")

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On behalf of President of India

in the presence of

(Signature and address of Witness)

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