

FORM OF AGREEMENT

Form AAS-4

Cash or Government Securities or Fidelity Guarantee Policy

ARTICLES OF AGREEMENT made at
..... thisday of two thousand
..... between the President of India hereinafter called the
“Government” (which expression shall be deemed to include his successors and
assigns wherever the context so admits or requires) of the one part; AND
.....

(Here insert the name of the institution)

Registered under Act and having its registered office
at Hereinafter called “the Agent” (which
expression shall be deemed to include its successors and assigns wherever the
context so admits or requires) of the other part.

WHEREAS THE Government under their Small Savings Scheme issue
various types of Savings Certificates for sale to the investing public, and provides
various kinds of Savings Accounts for receiving deposits from the public.

AND WHEREAS the Government of India are desirous of appointing
authorised agent with a view to improving collections in such Savings Certificates
and such Savings Accounts (hereinafter referred to as the “Securities”) as the
Government of India may, by a notification throw open to authorised agents for the
aforesaid purpose.

AND WHEREAS the agent has agreed to act as such authorised agent on the
terms and conditions hereinafter appearing;

NOW it is hereby agreed by and between the parties hereto as follows:-

1. The agent is hereby appointed as an authorised agent for effecting
sales of Seven-Year National Savings Certificates.

2. Issue, Six-Year National Savings
Certificates (VI issue and VII issue), Ten-Year Social Security Certificate and for
obtaining deposits in Two-Year Post Office Time Deposit/Three-Year Post Office
Time Deposits/ Five-Year Post Office Time Deposits. Such other schemes of savings
which are hereinafter collectively referred to as “Securities”, as may be introduced
by the Government and thrown open for securing sales and deposits through the
agents subject as herein otherwise provided, the Agent shall be entitled to receive
commission on certificates or deposits (sold and procured by him) at the rates
notified by the Government from time to time in the official Gazette in respect of the
securities which are subject matter of this agreement.

3. The Agent shall sell the “Securities” referred to in clause (1) above in
the State of Orissa.

4. The agent shall on behalf of the Government receive from the investors' moneys for investment in the "Securities" and pass appropriate receipts for the same in the prescribed form from the printed receipt books, which the Government shall at their own cost supply to the agent for the purpose. In no case shall the Agent accept money for which he is not able immediately to issue a proper valid receipt or receipts from the printed receipt books.

5. The Agent shall within ten days from the receipt of the money as aforesaid deposit the same in the post office (s), or such other offices as may be specified in this behalf by the Government to which he may be attached for the purpose and pending such deposit, the Agent shall hold the said money in trust for and on behalf of the Government.

6. The agent shall obtain from the investors such documents or writing as may from time to time be prescribed by the Government in regard to investment in such securities.

7. The Government shall through the post office (s) or other office (s) concerned issue and deliver to the agent the "Securities" in the name or names of such person or persons and for such amounts as the investors shall have applied for the agent shall on obtaining such "Securities" deliver the same to the investor or investors in exchange for the original receipt or receipts that may have been passed to them duly discharged by the investors.

8. Subject as herein otherwise provided the Agent shall be entitled to receive a commission at such rate or rates as may be notified by the Government from time to time in respect of "securities" investment in which is allowed through the Agent under the terms of this Agreement. The commission shall be payable on production of the receipt (s) duly discharged by the investor, or investors to the Paying Authority appoint in this behalf. Save as afore said the Agent shall not be entitled to any other commission, remuneration or payment whatsoever for the work done under these presents, notwithstanding any costs, charges or expenses the agent may incur for the purpose. No commission shall in any event be payable to the Agent on investment of Provident Fund money, funds of Co-operative societies including co-operative banks. Compensation money paid to displaced persons in the form of any "Securities" Cash securities already pledged to Government Officials by contractors and other persons, court funds, trust funds, funds in the control of Government Officials or local or statutory authorities, investments required to be made in these "Securities" under any enactment or by an express order of the Government or investments made or secured by or on behalf of persons residing abroad or such other investments as from time to time may be notified by the Government in this behalf.

8-A. In the event of death of the Agent, the amount due and payable to him as commission in the terms of his agreement, shall be payable to his nominee (s) specified by him in the Schedule 'B' hereunder written.

9. The Agent hereby undertakes to carry out such direction and instructions as may from time to time be issued by the Government or persons duly authorised by the Government and comply with all rules and regulations pertaining to the issue of the “ securities” from time to time and orders, regulations issued by the Government together with any modification (s) or additions thereof and to keep himself acquainted with the aforesaid rules, orders and regulation and in particular undertakes-

- (a) to follow all instructions printed on the cover of the official Receipt Books issued by the Government.
- (b) never under any circumstances to exceed the amounts up to which receipt form is valid for an investment or investments not to make any alteration in the matter printed on the receipt forms and counterfoils;
- (c) to ascertain from the investor before accepting any moneys that the “Securities” for which he applies will, if issued, not render his total holding of such securities of all types in excess of the limit laid down in the rules governing such securities for the time being in force.
- (d) to forthwith refund to the Government any commission that may have been paid in respect of such securities as may have been sold to the investor or investors in excess of the limits of holdings laid down in the said rules for investment by investor or investors, or otherwise received by him in excess of any amounts due to him.
- (e) to keep the certificate (s) of Authority and Receipt Books issued to him with care and in case of loss, immediately report the same to the Appointing Issuing Authority and the Post Office (s) or other office (s) to which he is attached;
- (f) in case of loss of any Receipt Book not to claim any commission on sales of the securities recorded therein;
- (g) to produce the Receipt Books to the Paying Authority for the purposes of checking or payment of commission as herein provided and claim commission within four months from the date of receipt of money for investment in the “Securities” failing which such commission shall be forfeited;
- (h) notwithstanding the provisions of sub-clause (g) above, to produce the Receipt Book(s) to the checking authority for the purpose of checking whenever demanded by the said authority.
- (i) To deliver the “Securities” (purchased by the Agent on behalf of the investors) to the investors without undue delay and in any case within thirty days of the date of receipt of the money failing which the Agent shall forfeit the commission earned on the business transacted in such securities and if the same may have been paid will forthwith refund it to the Government.

- (j) to carry out this Agreement faithfully and diligently and to the best of his ability to promote the said scheme; and
- (k) not to assign or otherwise transfer the benefit of this agreement or part thereof to a third party.

10. Subject to the provision for earlier termination hereinafter contained the period of the agency shall be initially for three years from the date given in the preamble to this agreement and thereafter the agency may be renewed at the option of the Government for further periods not exceeding three years at a time.

11. The agency shall be liable to be terminated by the Government without notice if the work or conduct of the Agent is adversely commented upon by the supervising authorities or if he is, in the opinion of the Government which shall be final and binding, guilty of breach of any provision of this agreement, or if he becomes insolvent, or the agent organisation runs into liquidation or if it is discovered that a part or the whole of the business was secured by the agent with the help or convenience of an official of the post and Telegraph Department or the National Savings Organisation or an official of the State Government Small Savings Department or Collectors or Tahisildars or an official of the State Bank of India or its subsidiary Banks in India. The commission earned on such business shall also be liable to forfeiture and if the commission on such business already has been paid, the agent must forthwith refund it to the Government.

12. This agreement may be terminated by either party by giving three months' notice to the other provided; however, the Government shall be at liberty to terminate the agency at any time without notice and without assigning any reason for the same. The agency shall automatically stand terminated if the Government of India announces by Notification, the abolition of the Agency System.

13. The stamp duty on this Agreement shall be payable by the Government.

14. On termination of this agreement, howsoever occasioned, the Agent shall forth with deliver to the Government all moneys and papers including the Certificate (s) of authority, used partially used and unused Receipt Books, documents and securities which may have come to his possession or custody under the terms of this Agreement.

15. The Agent hereby agrees to well and sufficiently protect and keep harmless and indemnify the Government against all manners of embezzlement, misappropriation or misapplication of moneys, and the "Securities" which may from time to time during the continuance of this agreement come into his possession or control or into the possession or control of the branches or individuals appointed as authorised workers at his request and belonging either to the Government or to the investor or investors and also against the carrying away, loss, destruction or otherwise of any writings, evidence, books or papers belonging to the Government or to any of the investors without directions and authority of the Government or person or persons duly authorised by the Government and against all costs, charges and expenses in relation thereto. The agent shall also indemnify fully the Government against all losses or claims that may arise on account of his

defaults and the defaults of any of the agent organisations branches or of individuals appointed as authorised workers at the agent organisations request and any amounts received by him or the authorised worker or workers of an agent organisation appointed at its request and which are not legally due to it. and the authorised worker and the Government shall be fully indemnified against all such losses or damages as aforesaid at any time.

16. The said amount of security of Rupees two thousand/one thousand/one hundred or a Fidelity Guarantee police of the value of Rupees five thousand/two thousand/one thousand/one hundred deposited as aforesaid shall be retained by Government as security for due fulfilment and faithful performance by the Agent* of all and singular the several covenants herein contained on his part to be observed with full power to the said Appointing Authority for and on behalf of the Government in case the Agent shall fail to perform, fulfil, keep and observe all or any of the said covenants, conditions or agreements on his part hereinbefore contained to encash the said security or any part thereof and appropriate the amount/proceeds of the security or any part of such proceeds in or towards the satisfaction of the amount of all or any damages, penalties and other sums which the said Agent may have become liable to pay hereunder.

17. The Appointing Authority, the Issuing Authority, the Paying Authority and the Checking Authority shall be such authorities as may be appointed from time to time by the State Government in the matter.

18. The Agent shall pay all such sums as shall be due to the Government within the time hereinbefore specified. If the Agent fails to pay such sums as shall be due to the Government from time to time within the specified period then and in such event all sums due to the Government (as to which the decisions of shall be final) shall at the option of the Government be recoverable in the same manner as an arrear of land revenue.

IN WITNESS WHEREOF the parties hereto have set their respective hands hereinto the day, month and year first hereinabove written.

*Applicable to Scheduled Bank only

SCHEDULE 'A' REFERRED TO ABOVE (Give details of the Securities)

For and on behalf of
In the presence of

(1)

(2)



The common seal of

..... was
hereunto affixed pursuant to a resolution of (Signature)
the Board of Directors *of

.....
(Designation)

Passed on the

Day of 19
(Signature)

In the presence of

..... (Name)

.....
(Designation)

.....

Who in token hereof have hereunto signed
their names :- (Designation)

Signed and delivered by the

or and on behalf of the president of India in the presence of

*Applicable to scheduled Bank only.

SCHEDULE 'B' REFERRED TO ABOVE

1. the Agent under this Agreement hereby nominate the person (s) mentioned below, who shall, on my death become entitled to any amount due and payable to me by way of commission in terms of this Agreements, to the exclusion of all other persons.

Serial No.	Name of the nominee (s)	Full address	Date of birth of nominee, if minor

2. As the nominee at Serial No.(s) above, is/are minor (s) I appoint the following person (s) to receive the aforesaid amount in the event of my death during the minority of the nominee (s).

Name of nominee	Name and address of person appointed
.....
.....
.....

Witnesses

1) Name-

Address:-

Signature:-

2) Name:-

Address:-

Signature:-

Signature of Agent

Address:-

Accepted.

Signature of the Appointing Authority