

AGREEMENT

ARTICLES OF AGREEMENT made at _____ this _____

_____ day of _____ one thousand nine hundred and _____ between the President of India hereinafter called the "Government" of the one part, and _____

(name & full address of the individual/Institution or Organisation)

Hereinafter called the Agent-leader/Agent-Organisation (which expression shall to deemed to include its successors wherever the context admit or requires) of the other part.

WHEREAS with a view to expanding 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. Cumulative Time Deposit/Recurring Deposit Accounts.

AND WHEREAS the Agent-Leader/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-Leader/Agent Organisation should as security for due fulfilment of the said contract furnish to the Appointing Authority", a 6-Year National Savings Certificate for Rs.500/- (rupees five hundred) only duly pledged to the President of India or a cash security or Rs.500/- (Rupees five hundred) required to be deposited in the Government Treasury through Treasury challan or a Fidelity Guarantee policy of Rs.5,000/-(Rupees five thousand) of the Life Insurance Corporation of India and the Agent Leader/Agent Organisation has accordingly furnished 6-year National Savings Certificate No.....dated.....

For Rs.500/-(Rupees five hundred) only duly pledged to the President of India or the cash security of Rs.500/- (rupees five hundred through.....

Treasury Challan No.....dated.....or L.I.C. Fidelity Guarantee Policy No.....dated.....

For Rs.5,000/- (Rupees five thousand).

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

1. The Agent-Leader/Agent=Organisation shall-
 - (i) Canvass for and secure deposits in 10 and 15-year Cumulative Time Deposit Accounts and 5-year Recurring Deposit Accounts of the Govt. of India, in accordance with the rules governing the two aforesaid deposit accounts.

The Agent-Organisation shall work the agency through not more than six/three of its of workers (herein after-referred to as "Authorised Worker)

- (ii) issue appropriate receipt (s) for any amount received from the depositors under this scheme, in the printed receipt forms prescribed by the Government of India and supplied to her/it.
 - (iii) Never under any circumstances after the value for which the receipt (s) form (s) and the counterfoil(s) in the receipt book (s) are printed.
 - (iv) Deposit the monies so received in the post office to which the Agent-leader/authorised worker is attached for making deposits under the Scheme, within 5 (five) days of receipt of the monies, and pending such deposit, to hold the monies in trust for and on behalf of the Govt. of India.
 - (v) Receive from the deposit accepting post office the pass book (s) covering each and every deposit made by the Agent-Leader/authorised worker and deliver the same Pass-Book (s) to the depositors within 10 days of receiving them from the post office
 - (vi) obtain from the depositor the receipt (s) issued by the Agent-Leader/authorised worker to him/her and his/her quittance with signature and date on the counter-foil of the concerned receipt in token of having received the pass-book (s).
 - (vii) Notify immediately to the Appointing authority the District Organiser, National Savings of the area and the Local police of the area of the loss of receipt-book (s)/Certificate of Authority if such loss takes place while the documents are in the custody of the Agent-Leader/authorised worker and to publish the loss as a public notice in at least one local newspaper, at her/its cost.
 - (viii) Follow all directions and instructions as may be issued to her/its from time to time by the Govt. of India or by person duly authorised by the Government.
 - (ix) not claim commission on the deposits received and recording the receipt books which have been lost.
 - (x) Carryout the obligations developing on her/it under the Agreement faithfully and diligently and to the best of her/its ability to promote the said scheme.
 - (xi) Not assign or otherwise transfer the benefit of this agency or any part thereof to a third party.
2. The Agent-Leader/Agent Organisation shall be entitled to receive a commission (at such rate as may be notified by the Govt. of India from time to time) on total investments.

received and completed according to the aforesaid terms and conditions in the P.O. Cumulative Time Deposit Accounts and P.O. Recurring Deposit. Accounts from the depositor(s) residing in the area for which she/it is authorised. The Commission shall be payable by the Paying Authority on submission of Agent-Leader/Agent-Organisation shall not be titled to any other commission, remuneration or payment whatsoever for the work done under these presents except the commission as aforesaid notwithstanding any expense she/it may incur for the purpose.

3. The agency would be liable to be terminated by the Govt. without assigning any reason to the Agent-Leader/Agent Organisation. The Agent-Leader/Agent Organisation shall be responsible for the return to the appointing authority, of all the documents and papers concerning the Agency immediately on termination of the agency or as and when called for by the Appointing Authority. The Agent-Leader/Agent-Organisation shall indemnify the Govt. of India against any or all losses or claims that may arise on account of the default the Agent-Leader/Agent-Organisation or its authorised worker(s).
4. The Govt. shall be authorised to appropriate the whole or any part of the encashment value of the aforesaid National Savings Certificate to pledged or cash of the Rs.500/- or the Fidelity Guarantee furnished as security in or towards satisfaction of the amount of all or any damages, penalties and other sums which the Agent-Leader/Agent Organisation may have become liable to pay hereunder in case she/it fails to perform fulfil, keep or observe all or any of her/its obligations, under this agency. The Agent-Leader/Agent Organisation shall pay the Government any sums in excess of the value of the National Savings Certificate- to pledged cash Security or Fidelity Guarantee furnished by her/it which may become recoverable from her/it and on her/Its failure to pay to Govt. such sums on demand the Govt. shall have the right to recover the said sums from the Agent-Leader/Agent-Organisation as an arrear of land revenue.
5. All disputes arising under or concerning the terms of this Agreement or in any manner relating to this Agreement shall be referred to the sole arbitration of the Postmaster-General of the Postal Circle concerned whose division shall be final and binding on the parties and such reference shall be governed by the Arbitration Act X of 1940 or such statutory modification thereof as may for the time being be in force.

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

IN WITNESS WHEREOF THE PRESIDENT HAS caused the _____
_____ to set his hand and _____

(Designation of the Appointing Authority).

_____ has/have set his/her/their hand on
behalf of _____
(the name of the Agent-Leader/Agent Organisation)

The day, month and year first herein above written.

Signed and delivered by

For and on behalf of _____
(Name of Agent-Leader/Agent-Organisation)

In the presence of (Signature and address of witness).

Signed and delivered by the

-----for and on

(Name & designation of the Appointing Authority).

behalf of the President of India in the presence of

(signature and address of witness)

SCHEDULE - A

I-----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 Agreement, to the exclusion of all other persons.

Sl.No.	Name of the Nominee (s)	Full Address	Date of birth of Nominee of minor
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As the nominee (s) 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 the Nominee	Name and address of person appointed.
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(** Note. Delete if not applicable)

Witness by	Signature of the Agent.....
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.....	Name in Block Letters
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Signature of witness

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Accepted

Name and address of witness

Date..c.....

Signature of appointing Authority

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(Name & Designation stamp)

Date.....