



CHANDIGARH ADMINISTRATION
DEPUTY COMMISSIONER OFFICE



Form ASLAAS-3 (REVISED)

AGREEMENT

ARTICLES OF AGREEMENT made at _____ this _____ day of _____ one thousand nine hundred and _____ between the President of India herein after called the "Government" of the one part and _____ (name and full address of the Individual/Institution or Organization), hereinafter called the Agent/Agent-Organization (which expression shall be deemed to include her/its successors wherever the context admits or requires of the other Part.

WHEREAS with a view to expanding the Small Saving Scheme the government are desirous of appointing Organisations or institutions, individual Women of the area concerned as authorized agents under the "Mahila Pradhan Kshertrya Bachat Yojana" for canvassing and securing investments in P.O. Cumulative Time Deposit/Recurring Deposit Accounts.

AND WHEREAS the Agent/Agent-Organization has agreed to act as such authoris3d agent on the terms and conditions hereinafter appearing.

AND WHEREAS It is one of such terms and conditions that the Agent/Agent-Organisation should as security for due fulfillment of the said contract furnish to the Appointing Authority a Savings Certificate (issued under the Government Savings Certificates Act, 1959) for Rs.100 (Rupees one hundred) only duly pledged to the President of India or a cash security of Rs.100 (Rupees one hundred) required to be deposited in the Government Treasury through Treasury Challan or Fidelity Guarantee Policy of the value of Rs.1000(Rupees one thousand) only and the Agent/Agent-Organisation has accordingly pledged Savings Certificate No. _____ dated _____ for Rs. 100(Rupees One hundred) only to the President of India.

OR

Furnished cash security of Rs.100 through _____ Treasury Challan No. _____ dated _____.

OR

Furnished Fidelity Guarantee Policy for Rs.1,000 (Rupees One thousand) only, No. _____ dated _____.

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

- 1) The Agent/Agent-Organisation shall-
 - (I) Canvass for and secure deposits in 10-years C.T.D and 5-year Recurring Deposit Accounts in POSB in accordance with the rules governing, the two aforesaid deposit accounts. The Agent-Organisation shall work the agency through not more than six/three workers (thereinafter refereed to as "Authorised Workers").



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- (II) Make necessary entry for any amount received from the depositors under this scheme, in the printed card (F.No.ASLAAS-5) form prescribed by the Government of India and supplied to here/it.
 - (III) Deposit the monies so receive on the Post Office to which the Agent/authorised worker is attached fro making deposits under the scheme, within 5(five) days of receipts of the monies, and pending such deposits to hold the monies in trust for and on behalf of the Government of India.
 - (IV) Receive from the deposit accepting Post Office the Pass Book(s) covering each and every deposit made by the Agent/authorised worker and deliver the same Pass-Book(s) to the depositors within 10 days of receiving it from the Post Office.
 - (V) Obtain from the depositor(s) his/her acquaintance with signature and date in the appropriate column of the card in token of the having received the Pass Book(s).
 - (VI) Notify immediately to the “Appointing Authority”, the District Saving Officer of the area and the local police of the area the loss of cards/certificates of Authority if such loss takes place while the documents are in the custody of the Agent/Authorised worker and to publish the loss as a public notice in at least one local newspaper at her/its cost.
 - (VII) Follow all directions and instruction as may be issued to her/it from to time by the Government of India or by persons duly authorised by the Government.
 - (VIII) Be entitled to commission only on deposits made during the period of this agreements in the following types of account, namely,
 - (a) Accounts opened by her/it under this agreement “Mahila Pradhan Kshetriya Bachat Yojana and
 - (b) Accounts transferred by the “appointing authority” to her/it from another Agent/Agent Organisation who has opened such accounts and is not in a position to discharge her/its responsibilities in terms of her/its agreement in respect of such accounts.
 - (IX) Not to be entitled to claim any commission on the deposits received in respect of any other account not opened by her/it.
 - (X) Not assign or otherwise transfer the benefit of this agency or any part thereof to a third party.
- 2) **The Agent /Agent-Organisation shall be entitled to receive a commission (at such rate as may be notified by the government 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 to here/it by the “Paying Authority” on submission of commission claim in the prescribed manner. The Agent/Agent-Organisation shall not be entitled to any other commission, remuneration or payment whatsoever for the work done under the presents except the commission as aforesaid notwithstanding any expanses she/it 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.**



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- 4) The agency would be liable to be terminated by the “Appointing Authority” without notice, if the work or conduct of the Agent/Agent-Organisation is adversely commented upon by the supervising authorities or if, she/it in the opinion of the “Appointing Authority” which shall be final and binding, guilty of breach of any provision of this Agreement, or if, she/it becomes insolvent, or runs into liquidation or it is discovered that a part or the whole of the business was secured by her/it with the help or connivance of an official of the Posts and Telegraphs Department or National Savings Organisation; 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/Agent-Organisation must refund it to the Government, failing which the Government shall have the right to recover the amount of such commission paid, from the Agent/Agent-Organisation as an arrears of land revenue.
- 5) Notwithstanding anything contained in paragraphs 3 and 4, the Agreement may be terminated by either party by 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/Agent-Organisation shall be responsible for the return to the “Appointing Authority” of all the documents and papers concerning the agency. The Agent/Agent-Organisation shall indemnify the Government of India against any or all losses or claims that may arise on of any default of the Agent/Agent-Organisation or its authorised worker(s).
- 7) The terms “Appointing Authority” and “Supervising Authorities” used in this agreement shall be the authorities as specified in “Mahila Pradhan Kshetriya Bachat Yojana” issued by National Savings Organisation and Executive instruction issued there under.
- 8) 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/have set his/her/their
 hand on behalf of _____(The name of the Agent leader/Agent-
 Organisation) the day, month and year first hereinabove written.

Signed and delivered by

_____ or and
 on behalf of _____ (The name of
 the Agent/Agent-Organisation).

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)

(Signature and address of Witness)
