



Government of Karnataka  
**DEPARTMENT OF SMALL SAVINGS AND STATE LOTTERY**

Form AAS-4.

**FORM OF AGREEMENT**

Cash or Government securities or Fidelity Guarantee Policy (Individual)

ARTICLE OF AGREEMENT made at.....this.....day  
of ..... between the President of India hereinafter  
called the "Government" (which expression shall be deemed to include his successors and assigns where ever the context  
so admits or requires) of the one part;

And.....son/daughter/wife of.....by occupation shall  
include his/her heirs, executors, and administrators 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 provide various kinds of Savings Accounts for receiving deposits from the public.

And whereas the Government of India are desirous of appointing authorised agents 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 Agents has agreed to act as such authorised agent on the terms and conditions hereinafter appearing;

\*\*And whereas it is also one of such terms that the Agent should as security for the due fulfillment of the said contract  
deposit with the Appointing Authority, Cash or Government Securities of the aggregate purchase price of Rupees five  
thousand/two thousand/one thousand / one hundred or Fidelity Guarantee Policy of the value of Rs.....

And whereas the Agent has accordingly deposited with the Appointing Authority Cash / Government duly transferred  
to the latter of the aggregate purchase price of Rupees.....

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 National Savings certificates  
(VIII Issue) and for obtaining deposits in Two, Three and Five-Year Post Office Time Deposits, 6 years MIS Certificate and  
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/her 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.

2. The Agent shall sell the 'Securities' referred to in clause (1) above in the State of Karnataka.

3. 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/she  
is not able immediately to issue a proper valid receipt or receipts from the printed Receipt Books.

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\*\* Not applicable to Banks, Co-operative Societies and Government servants appointed as  
internal agents who are exempted from furnishing security.

4. The Agent shall within the ten days from the receipt of the moneys 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/she may be attached for the purpose and pending such deposit, the Agent shall hold the said moneys in trust for and on behalf of the Government.

5. The Agent shall 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.

6. 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 passed to them duly discharged by the investors.

7. 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 appointed in this behalf. Save as aforesaid 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 statutory authorities, investments required to be made in these 'Securities' under any enactment or by any 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. The Agent hereby undertaken to carry out such directions 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 and regulations issued by the Government together with any modification(s) or additions thereof and keep himself/herself acquainted with the aforesaid rules, orders, and regulations 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 a receipt form is valid for an investment or investment 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/her in excess of any amounts due to him/her;
- (e) to keep the certificate(s) of Authority and Receipt Books issued to him/her 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/ she 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 Book(s) 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/her ability to promote to said scheme;  
and

(k) not to assign or otherwise transfer the benefit of this Agreement or part thereof to a third party.

9. 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.

10. 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/she 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/she becomes insolvent, or if it discovered that a part or the whole of business was secured by the agent with the help or connivance of an official of the Department of Post or the National Savings Organisation or an official of the State Government Small Savings Department or Deputy Commissioner or Tahsildars. The commission earned on such business shall also be liable to forfeiture and if the commission on such business has already been paid, the agent must forthwith refund it to the Government.

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

13. On termination of this Agreement, howsoever occasioned, the Agent shall forthwith deliver to the Government all moneys and papers including the certificate of authority, used, partially used unused Receipt Books, documents and Securities which may have come to his/her possession or custody under the terms of this Agreement.

14. 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/her possession or control 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 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/her defaults and any amounts received by him/her which are not legally due to him/her and the Government shall be fully indemnified against all such losses or damages as aforesaid at any time.

15. The said amount of security of Rupees.....or a Fidelity Guarantee Policy of the value of Rupees .....deposited as aforesaid shall be retained by Government as security for due fulfillment. and faithful performance by the Agent of all and singular the several covenants herein contained on his / her 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, fulfill, keep and observe all or any of the said covenants, conditions, or agreements on his/her part here before 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.

16. 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.

17. The Agent shall pay all such 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 decision of Director of Small Savings 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 here-  
In above written.

schedule referred to above (Give details of the Securities)

Signed and delivered by.....in the presence of.....

Signed and delivered by in the presence of

1) .....

2) .....

Signed and delivered by the .....for and on behalf of the

President of India in the presence of.....