

AGREEMENT

THIS agreement made on dated day of
BETWEEN the chini Mill

shall unless repugnant to the subject include its successors and assignees, of the one
part and M/S

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(herein after called 'the Agent' which expression shall unless repugnant to the subject
or context include his legal representatives, Managing Director successors or
permitted assignee's) of the other part.

WHEREAS a decision has been taken that the Managing Director will appoint agent who shall sell the sugar produced by sugar mill mentioned in **Annexure 'A'**.

AND WHEREAS the Managing Director in pursuance of the above decision is desirous of appointing agents to sell on commission basis, the sugar produced by the factories, and where as the agent has desired to sell the sugar of factories of the sugar mill societies mentioned in Annexure 'A' (hereafter will reference to the factory of each such Mill society referred to as 'The Concerned Factory').

AND WHEREAS the Managing Director has on behalf of the concerned Factory agreed to appoint the Agent as a Commission agent for the sale of aforesaid sugar on the terms and conditions hereinafter contained which the Agent has accepted.

NOW THIS AGREEMENT WITNESSES AS FOLLOWS :-

- 1 This agreement shall come into force with effect from and will remain in force unless terminated under the provision of clause 6 and 7 herein after.
- 2 The Agent shall use his best endeavors to sell and dispose of the sugar offered to him as herein before stated to the best advantage of the concerned factory and for the maximum price obtainable in the market. He shall also ensure that :-
 - a) The parties selected by the Agent act to the best advantage of the concerned factory.
 - b) The sugar sold by the Agent is physically lifted either by the party or by dealer authorized by the Agent (hereinafter referred to as the constituent) or by the Agent himself on or before the due date as may be entered at the time of finalization of each transaction of sale of sugar.
- 3 The Agent shall maintain proper books of accounts of all sales of the said sugar effected by him from time to time .
- 4 The Agent shall employ sub-agents, servants, canvassers, clerks and other employees at his own risk expense/cost in the business of this commissioning Agency.
- 5 All administrative instructions issued by the officer authorized by Administrator/ Managing Director /concerned factory with regard to sale of sugar issued from time to time shall be faithfully followed by the Agent.

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- 6 This agreement may be terminated by the Managing Director at any time without assigning any reason by giving a fortnight's notice to the Agent. The Agent may also at any time terminate this agreement without assigning any reason by giving one month's notice to the Managing Director or mill society.
- 7 In case the Agent shall commit a breach of any of the conditions herein contained, the Managing Director shall be at liberty to terminate the agreement immediately.
- 8 At the termination of this agreement whether by efflux of time or otherwise the Administrator/Managing Director/concerned Factory not be liable to pay any commission on transactions made by the Agent thereafter.
- 9
 - a) The concerned factory shall pay to the Agent commission on the sale of sugar as aforesaid at the rate of 25 paise per rs. 100/- on the sale proceeds of sugar exclusive of excise duty.
 - b) The Agent shall be entitled to the said commission only if the delivery of sugar has been taken and the stock lifted by the Constituent or by the Agent himself within the due date or within such extended period as the Officer Authorized by the Managing Director/concerned factory may in its discretion allow.
 - c) That Agent shall not be entitled any commission on the portion of sugar which is not lifted by the Agent or his constituent at the agreed rate on or before the due date.
- 10 The concerned Factory will deliver at the concerned factory gate goods to the Agent or his constituent on presentation of delivery advice issued by the agent against full payment in case RTGS/NEFT or by Bank Draft.
- 11 In case the Government announces any additional duty/levy/tax, then the same shall be payable by the agent on all sales made from the date the same is enforced even though the transaction might have been finalized earlier.
- 12 Once a sale is confirmed by the agent either orally or in writing and the agent or his constituent does not turn up or reaches the concerned factory to take delivery thereof. Then the concerned factory shall have the right to refuse delivery thereof.
 - a) The agent's delivery order shall be full and final documents for delivery of sugar by concerned sugar factory. The said delivery order shall essentially contain the sale control number. Any misrepresentation in the said delivery order shall be sold responsibility of agent. It is also the responsibility of concern mill to check the control number with sale advice sent by sale office.

- 13 Any portion of the sugar not lifted by the Agent or his constituent on or before the due date may be sold by the concerned Factory at the risk and expenses of the agent and any loss and expenses resulting thereby may be recovered from the agent and the agent shall also be liable to pay the compensation and damages mentioned in clause-21. In such event any excess price on re-sale shall belong to the concerned factory.
- 14 The concerned factory or the Managing Director shall not be responsible for the quality, quantity or bagging of the sugar once the same is loaded into the transport brought by the agent or his constituent at the factory godowns.
- 15
 - a) The accounts of the agent in so far as they relate in the transaction of sugar under this agreement shall at all reasonable times of the day be open for inspection by an officer deputed by the Administrator /Managing Director/concerned factory who shall have full liberty to take copies of or extracts there from.
 - b) The Administrator/Managing Director/concerned factory shall have the right to appoint other persons also as agents for the sale of sugar of the concerned factory in addition to the agent appointed by this agreement and the agent shall have no objections to it.
- 16 It shall always be the responsibility of the agent or his constituent to arrange means of transport of sugar from the concerned factory's godowns on or before the due date at his own cost.
- 17 All dues recoverable from the agent hereunder may be recovered from his security or the Bank guarantee or from any other payments that may become due the agent under this agreement.

- 18 a) The Administrator/Managing Director/concerned factory reserve the right to sell any portion of the released sugar to non-agents or dealers directly, i.e., outside this agency and in that case the agent shall not have any claim on such sale or any commission thereon.
- b) In case the sugar of any concerned factory is sold by means of tenders, then non commission shall be payable to the agent on such sale unless specifically provided in the tender document.
- c) Agent/his constituents is allowed to lift the sugar with following options of grade with rate difference as indicated below :-

S.No	Sold Grade	Optional Grade	Rate Difference allowed
1	M-30 100 Kg. J. Bags	to S-30 100 Kg. J. Bags	Rs 20.00 per qtl
2	M-30 100 Kg. J. Bags	to M-30PP 50 Kg	Rs 20.00 per qtl
3	S-30 100 Kg. J. Bags	to S-30PP 50 Kg	Rs 20.00 per qtl
4	M-30 100 Kg. J. Bags	to S-30PP 50 Kg	Rs 40.00 per qtl

- i Current year production to previous year production Rs. 80.00 per year.
- ii. Dry sugar to S Moist sugar - Rs. 20/- per qtl.
- iii. S. Moist to Moist - Rs. 20/- per qtl.

In case of S.M. and moist of above grade sugar option will be same as for dry sugar.

Further, Managing Director may allow option other than above to ensure the lifting so that lapsing of sugar may be minimized.

If sugar is lifted without above mentioned options or without prior consent of MD/GM or GM concerned sugar mill, then the penalty of both lapsed and excess will be charged accordingly.

19- संघ कार्यालय द्वारा सहकारी एवं सार्वजनिक क्षेत्र की चीनी का विक्रय एवं विक्रय की गयी चीनी में लैप्स हुई चीनी पर आरोपित पेनाल्टी की वसूली निम्न विवरणानुसार की जायेगी।

(i)- चीनी मिलों हेतु भारत सरकार द्वारा निर्धारित मासिक आवंटित चीनी की मात्रा का विक्रय किये जाने की प्रक्रिया के अन्तर्गत प्रतिदिन घोषित चीनी की दरों के अनुरूप चीनी की अधिकतम मात्रा को क्रय करने वाले अधिकृत एजेंटों को वरीयता दी जायेगी, ताकि निर्धारित समयान्तर्गत उक्त चीनी की अधिकतम मात्रा का उठान निर्धारित वैध अवधि में हो सकें। बाजार में इसी प्रक्रिया के तहत बड़े सौदो को प्रोत्साहित किया जायेगा।

(ii) - प्रतिदिन प्रति एजेंट को 3000 कु0 से कम विक्रय की जाने वाली चीनी की मात्रा को T+ 3, अर्थात् विक्रय किये जाने वाली तिथि से अग्रिम 3 कार्यदिवसों तक एवं 3000 कु0 एवं 3000 कु0 से अधिक विक्रय की जाने वाली मात्रा को T+ 5, अर्थात् विक्रय किये जाने वाली तिथि से अग्रिम 5 कार्यदिवसों तक का समय उठान/ धनराशि जमा करने हेतु प्रदान किया जायेगा एवं निर्धारित तिथि तक धनराशि जमा करने के उपरान्त चीनी का उठान न होने के दृष्टिगत चीनी के उठान हेतु तिथि विस्तारित किये जाने का निर्णय प्रतिदिन रू0 1.00 प्रति कु0 की दर से कैरिंग चार्ज वसूलते हुए तत्समय लिया जायेगा

(iii) यदि क्रेता/एजेंट द्वारा चीनी मिलों से विक्रय की गई चीनी की मात्रा को चीनी के उठान हेतु निर्धारित तिथि तक क्रय की गयी समस्त चीनी का उठान नहीं कराया जाता है तथा चीनी लैप्स होती है तो लैप्स करायी गयी चीनी पर निम्नवत् पैनाल्टी वसूली जायेगी:-

(अ)- उठान हेतु निर्धारित अवधि के उपरान्त लैप्स हुई मात्रा की दर से, माह के अन्त में यदि चीनी की विक्रय दर कम होती है तो मूल्यान्तर की धनराशि लैप्स हुई मात्रा पर प्रति कु0 की दर से पैनाल्टी की वसूली की जायेगी।

(ब) - यदि क्रेता द्वारा क्रय की गयी चीनी की मात्रा से अधिक चीनी का उठान निर्धारित अवधि में कर लिया जाता है तो सम्बन्धित माह में चीनी की जो भी अधिकतम दर होगी उसके मूल्यान्तर की धनराशि अधिक उठायी गयी मात्रा पर प्रति कु0 की दर से पैनाल्टी के रूप में वसूल की जायेगी।

(स)- यदि क्रेता को चीनी के उठान हेतु अवधि माह के अन्तिम दो दिवसों हेतु निर्धारित की जाती है तो इस अवधि में एजेंट द्वारा लैप्स करायी मात्रा पर रू0 10.00 प्रति कु0 की दर से पैनाल्टी की वसूली की जायेगी।

(द)- शुगर एजेंट्स द्वारा क्रय की गयी चीनी उठान हेतु निर्धारित अवधि के उपरान्त यदि चीनी की मात्रा लैप्स होती है तथा माह के अन्त में चीनी विक्रय की दर लैप्स हुई चीनी की दर के बराबर अथवा अधिक होती है किन्तु फिर भी सम्बन्धित चीनी मिल का निर्धारित मासिक कोटा लैप्स हो जाता है तो ऐसी स्थिति में एजेंट द्वारा लैप्स करायी गयी चीनी पर रू0 10.00 प्रति कु0 की दर से पैनाल्टी आरोपित कर वसूल की जायेगी।

(iv) - चीनी की बिक्री पंजीकृत एजेंट के माध्यम से की जायेगी। चीनी एजेंट को प्रत्येक पंजीकृत चीनी मिल से तीन माह में कम से कम 750 कु0 व प्रत्येक वित्तीय वर्ष में कम से कम 3000 कु0 चीनी का उठान करना आवश्यक होगा, ऐसा न करने की स्थिति में चीनी एजेंट की सम्बन्धित चीनी मिलों की एजेंसी समाप्त किये जाने पर विचार किया जा सकेगा।

(v) - सार्वजनिक एवं सहकारी क्षेत्र की चीनी मिलों में भण्डारित चीनी की बिक्री किये जाने पर सम्बन्धित पंजीकृत एजेंट को कमीशन के रूप में प्रति रू0 100 पर रू0 0.25 कमीशन का भुगतान सम्बन्धित चीनी मिल द्वारा उनकी मिल से सम्बन्धित एजेंट द्वारा उठाई गई चीनी पर उन्हें भुगतान किया जाता है। इसके अतिरिक्त यदि पंजीकृत एजेंट द्वारा चीनी का उठान निर्धारित वैध अवधि में नहीं किया जाता है तो उस दशा में पैनाल्टी के रूप में वसूली की जाने वाली धनराशि को सम्बन्धित एजेंट के कमीशन से समायोजित किये जाने की व्यवस्था है। उपरोक्त बिन्दु 03 में उल्लेखित चीनी विक्रय सम्बन्धित व्यवस्थाओं एवं निर्धारित अवधि में चीनी के उठान न किये जाने पर आरोपित किये जाने वाली पैनाल्टी के समायोजन तथा शुगर एजेंटों को देय कमीशन की धनराशि का समयान्तर्गत भुगतान किये जाने, का निर्णय लिया गया है। इस प्रकार एजेंट को देय कमीशन का भुगतान चीनी मिलों से डेबिट/क्रेडिट रिपोर्ट प्राप्त होने के उपरांत यदि सम्बन्धित एजेंट का किसी चीनी मिल में डेबिट है और अन्य चीनी मिल में कमीशन की मद में धनराशि क्रेडिट निकल रही है तो डेबिट निकल रही धनराशि के समायोजन की स्वीकृति मुख्यालय स्तर से प्रदान किये जाने के उपरांत क्रेडिट निकल रही धनराशि का भुगतान अथवा समतुल्य धनराशि के सापेक्ष चीनी का उठान सम्बन्धित मिल द्वारा किया जायेगा।

(vi) – उपरोक्त बिन्दु-1 के क्रम में अवगतनीय है कि वर्तमान में चीनी एजेंटों को चीनी क्रय करने के उपरान्त चीनी मिलों में चीनी के मूल्य की धनराशि जमा करने हेतु क्रय किये जाने वाली तिथि के उपरान्त तीन कार्यदिवसों तक **(T+3)** की समय सीमा निर्धारित है। क्रेताओं के मध्य स्वस्थ प्रतिस्पर्धा तथा चीनी की बड़ी मात्रा के क्रय को प्रोत्साहन देने के उद्देश्य से निर्णय लिया गया है कि यदि किसी एजेंट द्वारा किसी एक चीनी मिल से 3000 कुन्तल या इससे अधिक चीनी का क्रय किया जाता है तो ऐसे एजेंटों को गुणदोष के आधार पर चीनी उठान/धनराशि जमा करने हेतु **(T+5)** का समय प्रदान किया जा सकेगा, किन्तु उठान अवधि सीमा उस माह के अन्त तक वैध रहेगी ।

(vii)- सभी चीनी एजेंटों की चीनी बिक्री एजेंसी की वैधता अवधि 3 साल(दिनांक 01.04.2026 से 31.03.2029) तक होगी। इसके उपरांत प्रत्येक चीनी एजेंट को अपनी एजेंसी का नवीनीकरण कराना अनिवार्य होगा अन्यथा चीनी एजेंट की चीनी बिक्री एजेंसी स्वतः निरस्त हो जायेगी। नवीनीकरण कराये जाने के उपरांत ही सम्बन्धित चीनी एजेंट को चीनी का विक्रय किया जायेगा।

20 The Administrator/Managing Director/concerned factory shall not be liable to sell any sugar through the agent hereunder if the production and/or sale is hindered at the concerned factory due to circumstances over which the factory has no control including the Acts of God, orders of the sovereign authority and other similar factors.

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- 21 a) After a transaction for sale confirmed by the agent either orally or in writing and the agent or his constituent reaches the concerned factory to take delivery thereof but delivery of the same is refused at the concerned factory's gate when the delivery advice referred on clause 8 above, is presented, the agent or his constituent, as the case be, shall invariably obtain a certificate from the delivery man at the gate to the effect that the delivery has been refused and itself also be mentioned in such certificate the reasons for the refusal as aforesaid.
- b) If the delivery of sugar is refused as provided in sub-clause(a) above, the agent may represent the case to the management of the concerned factory immediately on the same day and if that day happens to be a holiday then on the following working day and the decision of the management of the concerned factory thereon shall, subject to the provision of sub clause(c) below, be binding on the agent or his constituent, as the case may be.
- c) If the agent or his constituent does not agree with the decision of the management of the concerned factory as provided in sub-clause (b) above, the agent or his constituent through the agent may within two working days of the decision of the management of the concerned factory as provided in sub clause(a) above, appeal before the GM or any officer authorized by MD. The decision of Officer Authorized by M.D/ Administrator. shall be binding on the agent or his constituent, as the case may be.
- 22 If the agent sell sugar to any of his constituent or takes delivery of sugar from the concerned factory either himself or through any constituent without a valid and confirmed offer of the concerned factory for the sale thereof the agent shall be liable for damages as calculated.
- 23 If due to advertent error the transactions for sale under this agreement in any month exceeds the quota or released free sale sugar for that month of the concerned factory, then sugar to the extent of the excess, as aforesaid shall be delivered to the agent or his constituent by the first two days of the following month or within two days after receiving of monthly quota off following month subject to the condition that if the agent or his constituent fails to take delivery of sugar during the first two days of the following month, the transaction of sale in so far as the same relates to the excess of aforesaid shall be treated as cancelled without any liability on either of the parties hereto for damage or loss whatsoever.

Contd..9....

- 24 The Agent has deposited security of Rs (Rupees _____) for the faithfully performance by the agent of the terms hereof. The amount of security can be enhanced by the first party during the currency of this agreement which shall be acceptable to the other party. The said security shall, after making deduction or deductions, if any, of the amount due from the Agent under this or any other contract be returned to the Agent six months after the expiration of the determination of this agreement and after the adjustment.
- 25 Every dispute, difference or questions touching or arising out of this agreement or the subject matter thereof accepting where the decision of the G.M./Managing Director or officer authorized by M.D under this agreement shall be referred to the sole Arbitration of the Administrator of the mill society, whose decision shall be final and binding on the parties hereto. The provision of Arbitrator and cancellation Act. 1996 as amended from time to time shall apply.
- 26 This contract is subject to the jurisdiction of the High Court of Judicature at Nainital and courts subordinate thereof at Dehradun (Uttarakhand) Only.
- 27 The stamp duty on this agreement shall be borne by the agent.

IN WITNESS WHERE OF
 (Coop/Corp. Sugar mill) Uttarakhand for and on behalf of the Agent have signed this agreement on the date and year first above written.

Signed by

For and on behalf
of the Agent

For and on behalf
of the factory

Witness :-

Witness :-

1

1

2

2

ANNEXURE `A'

.....

S.No. Name of Sugar Mill(for which agency is granted)

For and on behalf
of the Factory

