

## **Agreement**

This Agreement is signed in Bhubaneswar on \_\_\_\_\_ 2010 between Orissa State Civil Supplies Corporation Limited having its registered office at C/2 Nayapali, Bhubaneswar, 751012 (hereinafter called "Corporation" which expression shall where subject and context allow or admit, be deemed to include its successors legal representatives and assigns.) in one part

AND

Orissa State Cooperative Bank, having its registered office at Sachibalaya Marg, Bhubaneswar (hereinafter called "Bank" which expression shall where subject and context allow or admit, be deemed to include its successors legal representatives and assigns.) the other part

Where as Orissa State Civil Supplies Corporation Ltd, C-2 Nayapali Bhubaneswar is one of the nominated agencies of the state Government for procurement of paddy from the farmers for the Kharif Marketing Season 2010-11 under Decentralized Paddy Procurement Scheme of Govt of India.

And whereas Govt. of Orissa in FS & CW Deptt. decides for procurement of paddy through Primary Agricultural Coop. Societies (herein after called PACS)

And whereas Orissa State Cooperative Bank, an apex cooperative bank in the state of Orissa (herein after called bank) agrees to extend its banking facilities & network for payment of dues of the farmers.

It is hereby agreed as under.

### **Definitions:**

1. Kharif Marketing Season (KMS) means the calendar 12 months beginning on 1<sup>st</sup> October and ending on 30<sup>th</sup> September next.
2. DCCB means District Central Cooperative Bank.
3. PACS means Primary Agricultural Cooperative Credit Society including Service Cooperative Societies, large Sized Multipurpose Adivasi Cooperative Society and Farmers Service Society.

4. Minimum Support Price means the support price of paddy as declared by Govt. of India for one quintal of FAQ / URS paddy.
5. FAQ/URS paddy means paddy conforming to the parameters of Fair Average Quality / under relaxed specifications.

#### **Responsibilities of Corporation**

1. To coordinate with Bank, Registrar of Cooperative Societies to assess the requirement of funds by each DCCB for payment of the dues of farmers against paddy purchased.
2. To place required funds with the Bank in advance and to replenish as and when required at such interval & in such a manner that funds are available in the accounts of DCCB for payment to the farmers.
3. To reconcile the accounts with DCCB at periodical intervals in respect of funds placed at each PACs, quantum of paddy purchased and amount utilized.

#### **Responsibilities of Bank:**

1. To transfer the funds from the account of Corporation to the Bank account of different DCCB for payment of dues of farmers through PACS.
2. To oversee proper & immediate credit of cheque to farmers account where farmers have account with the branch of DCCB / other commercial, Regional Rural Banks (RRBs).
3. To ensure adequate cash balance at the DCCB branches for hassel free payment to the beneficiary farmers.
4. To oversee proper & correct maintenance of accounts by DCCB / PACS of paddy purchased, payments by account payee cheque to the genuine farmers on proper identification.
5. It is the responsibility of the bank to make good any loss suffered by the Corporation for misutilisation or misappropriation of funds of the Corporation by the DCCB / PACS.
6. It is the duty of bank to coordinate with DCCB and PACS, obtain accounts of utilization of funds and communicate it to the Corporation regularly.

7. It shall also be the duty of the bank to transfer back surplus/ idle funds if any, remain unutilized to the account of Corporation in the bank.
8. The Bank shall ensure that funds placed with the DCCB / PACS for procurement of paddy shall not be diverted or utilized otherwise than for payment of dues to farmers.
9. Any dispute or difference in respect of any matter relating to or arising out of this agreement, if the same is not resolved amicably, will be settled at Bhubaneswar by arbitrator and the award made in pursuance thereof shall be final and binding on both the parties. Commissioner-cum Secretary to Govt of Orissa, FS & CW Deptt. and Commissioner-cum-Secretary, Govt. of Orissa Co-operation Department Shall be the arbitrators.
10. Any amendment and / or additional clauses to these conditions shall be valid only if made in writing and signed by the authorized representative of both the parties.
11. This agreement is made in two copies and one copy each is to be retained by each party.

For Orissa State Cooperative Bank

For Orissa State Civil Supplies Corporation Ltd

**Witness:**

1.

2.

**Witness:**

1.

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