AGREEMENT

(Agreement to be executed on stamp paper of Rs.2000/- and to be attested by Notary Public and each page to be signed by the District Manager and the Miller)

Crop Year

Code No. of Miller

This Agreement is made this (day) of (month) of Two Thousand Eighteen between (complete address) through its authorized officers i.e., District Food and Supplies Controller/District Manager (hereinafter called the “Government/Agency”) which expression includes its successors and assignees on the One part

and

M/s through its Proprietor/ Partner/ Director /Managing Member in case of Societies/ Kara in case of HUF namely (hereinafter called the “Miller” which expression shall, include its Successors/Legal Heirs and Permitted Assignees/Executers) on the other part.

WHEREAS the Government/Agency is desirous of having paddy milled into rice from the miller as per various Clauses of the Punjab Rice Procurement (Levy) Order, 1983 (as amended from time to time)(hereinafter referred to as the Levy Order 1983) as well as the Punjab Custom Milling of Paddy Policy (Kharif 2018-19) (as amended from time to time), (hereinafter referred as the CMP 2018-19) which the Miller has acknowledged to have read and accepted and which terms and conditions shall be deemed to be incorporated as part of this agreement between the parties.

AND WHEREAS the Miller agrees to mill paddy on the Terms and Conditions deemed to have been incorporated from the Levy Order 1083 as well as the CMP 2018 as well as those contained in this agreement and the latter are set out as under:

Now, therefore, it is hereby agreed and declared by and between the Parties that:-

1. The Miller shall not undertake custom milling of paddy of any other Government Agency /FCI or of any other person or of any concern unless and until the miller completely delivers rice processed out of paddy duly allocated by the State Government/Agency in terms of the CMP 2018-19.
   i) The miller shall utilize entire milling capacity strictly on the basis of paddy stocks stored by Govt. Agency and purchased by the miller in his account.
   ii) The miller shall not get the electricity connection of his mill disconnected till completion of milling of contracted paddy.

2. The quantity of paddy stored in the rice mill will be as per the final receipt (attached) on completion of storage of paddy, which will be jointly signed by the Rice Miller, and the District Manager of the concerned agency.

3. The miller shall have to submit a bank guarantee (as specified in Annexure XXII) equal to the value of 5% of Acquisition Cost of paddy stored in his/her/their mill premises to the concerned agency, before the date of actual storage of paddy in his/her premises.
4. The miller shall keep the record of custom milling of paddy in the following Proforma and shall submit fortnightly report to the District Food & Supplies Controller/Concerned Agency which will be updated at the time of receipt of additional paddy if any, for custom milling and of the delivery of each consignment of rice to the Central Pool-

<table>
<thead>
<tr>
<th>1</th>
<th>2</th>
<th>3</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Name of Agency</strong></td>
<td><strong>Name of the Storage Centre</strong></td>
<td><strong>Variety of Paddy</strong></td>
</tr>
<tr>
<td>4</td>
<td>5</td>
<td>6</td>
</tr>
<tr>
<td><strong>Stocks of Paddy</strong></td>
<td><strong>Qty. Of Paddy issued out of Col.4 by Govt./Agency for Milling into Rice.</strong></td>
<td><strong>Out-Turn Ratio for conversion of Paddy</strong></td>
</tr>
<tr>
<td>Bags (Weight in Qtls.)</td>
<td>Bags (Weight in Qtls.)</td>
<td>Raw Par-boiled</td>
</tr>
<tr>
<td>7</td>
<td>8</td>
<td>9</td>
</tr>
<tr>
<td><strong>Milling Rate</strong></td>
<td><strong>Qty. of paddy milled</strong></td>
<td><strong>Balance un-milled paddy</strong></td>
</tr>
<tr>
<td>Raw Par-boiled</td>
<td>Bags (Weight in Qtls.)</td>
<td>Bags (Weight in Qtls.)</td>
</tr>
<tr>
<td>10</td>
<td>11</td>
<td></td>
</tr>
<tr>
<td><strong>Signature of the Miller With date</strong></td>
<td><strong>Signature of Custodian of Paddy/Rice stocks of Concerned Agency with date</strong></td>
<td></td>
</tr>
</tbody>
</table>

(NAME IN CAPITAL LETTERS) (NAME IN CAPITAL LETTERS)

5. The miller shall undertake milling of paddy at the rates fixed by the Government of India from time to time and provide services as per details given below:

a) After the paddy is unloaded and stacked at the storage point by Labour Contractor appointed by the Agency, subsequent operations like Loading of paddy from storage point, its transportation & unloading for milling at haudi/drying.

b) De-stacking of Paddy.

c) Drying of Paddy Stocks.

d) Katai of paddy bags before de husking.

e) Re-stacking of paddy stocks.

f) De-husking of paddy stocks.

g) Filling up of bags of rice prior to dara making.

h) Dara making of rice bags and filling/sewing of bags with double line machine Stitching.

i) Transportation of rice to FCI Depot.

j) Delivery of Acceptance Notes, Weight-Check Memos and other relevant documents for claiming payment from the Food Corporation of India and getting them uploaded on website as directed by the Government from time to time.

k) Miller shall stitch a rexine slip/canvas slip with each bag, bearing Name of the Mill/Centre/District/Category of Rice/ Net Weight/ Contract no./ Crop Year on the bags.

l) The miller shall be responsible for maintaining the quality and quantity of the paddy/rice stocks till the delivery of rice to FCI under the supervision, control and assistance of the agency officials.

m) The delivery of paddy shall be made on book weight to the millers. In case paddy is delivered from storage depot of the procuring agency, it shall be
transported by the miller at its own cost. Paddy shall be in the joint custody of the agency and the miller, till its milling is completed and rice delivered to Food Corporation of India (The definition of Joint Custody shall be as per Department's letter No. RP-2-2016/41, dated 20.01.2016).

n) Miller shall arrange such a number of jute bags as are determined by GOI vide its letter dated 18.05.2017 for filling and storing and transporting paddy to his mill premises, subject to any change in the above instructions by GOI. He shall be paid usage charges for this service @ rate fixed by GOI, from time to time. No paddy shall be allocated to any miller who refuses to arrange proof of having custody of required number of jute bags for filling and storing of paddy as per policy of Government of India regarding usage charges payable to millers.

o) The responsibility of transporting free paddy stocks from mandi yard to the mill premises lies with the Transport contractor of such agency. However, if a transport contractor fails to provide appropriate number of trucks or does not provide trucks at all, the concerned agency is free to get such work of transportation done by the rice millers at the risk and cost of the transport contractor, at the cartage/transportation rates, as the case may be, duly approved by the District Tender Allotment Committee under The Policy for Transportation of Food grains for the year 2018-19. This provision shall also be applicable for other jobs like transportation of jute/PP/HDPE bales, stock articles, etc. It shall be the responsibility of the miller to make appropriate arrangements of transportation for lifting of paddy and stock articles etc., from mandi or storage points if such a situation arises at any time.

p) The miller shall bear the extra expenditure incurred by agency for transportation of paddy that has to be borne by the agency where any sheller is situated in some adjoining milling centre (within the same district or in any district) and the distance of mandi and such sheller is considerably lesser than the distance between the mandi and the miller.

q) The transportation cost payable by the agency for movement of paddy against RO shall be as per the notified rates by the Director, Food, Civil Supplies and Consumer Affairs, Punjab from time to time. This shall, however, be within the maximum ceiling of FCI rates permissible for such movement. Any amount incurred on RO paddy transportation which is not refundable by FCI will be borne by the miller himself/herself.

6. The miller shall be responsible for the safe custody of paddy stocks (both quantity and quality) till the delivery of rice as per Out-Turn Ratio fixed by the Government of India.

7. Each allotted rice miller shall submit two signed undated payee's account MICR cheques in favour of Managing Director of the concerned agency in token of security of stocks. The first cheque equal to the 50% of the acquisition cost of paddy intended to be stored in his premises shall be submitted prior to the starting of storage of paddy. The other cheque for remaining 50% shall be submitted immediately after the completion of storage entire allocated quantity of paddy. These two cheques taken from the miller equivalent to cost of paddy entrusted for milling shall have no limitation of money endorsed on them for withdrawal purposes. In case of any default by the miller and to recover the amount due to miller along with interest, MD of the concerned agency is
free to liquidate the entire amount of cheque(s), irrespective of the amount due to such miller.

8. The miller shall ensure that the resultant rice after milling of paddy is aerated for 72 hours before it’s filling in bags and that the degree of polish given to rice shall be 5%.

9. The by-products viz. broken rice, rice kani, phuk (rice husk) etc. obtained during the manufacture of rice shall be the property of the miller and the Government/Procuring Agency shall have no right or responsibility in this regard. All the taxes pertaining to by-products, if any, shall be borne by the miller and the State procuring agencies are not responsible for this. But in case of any defalcation, these by-products lying in the mill from part paddy milled will automatically belong to agency and not to the miller.

10. At the time of delivery, the stocks of rice shall be subject to the inspection as per provisions of the Levy Order 1983. Any quality allowance determined at the time of inspection according to the specifications shall be recovered from the miller’s bills.

11. The entire quantity of rice of all varieties delivered by the miller to the Government/Agency shall conform to the specifications laid down in the Levy Order 1983, or in any other order or notification issued by the Govt. of India/State Government from time to time. The stocks of rice not conforming to the specifications so laid down shall be liable to be rejected. The miller shall be required to manufacture rice as per specifications laid down by the Government of India and deliver the same to the Food Corporation of India, at its depots by 31.03.2019.

12. The miller shall deliver rice on the total quantity of paddy stored with him, at regular intervals, not later than 31-03-2019. The miller shall ensure milling of paddy and delivery of rice as per the following schedule:

<table>
<thead>
<tr>
<th>Month</th>
<th>Progressive %age of CMR to be delivered</th>
</tr>
</thead>
<tbody>
<tr>
<td>Up to 31st December 2018</td>
<td>35%</td>
</tr>
<tr>
<td>Up to 31st January 2019</td>
<td>60%</td>
</tr>
<tr>
<td>Up to 28th February 2019</td>
<td>80%</td>
</tr>
<tr>
<td>Up to 31st March 2019</td>
<td>100%</td>
</tr>
</tbody>
</table>

In case the rice miller fails to adhere to the monthly milling schedule, interest @ prevalent SBI rates of Cash Credit Limit on the amount equivalent to the cost of rice delivered less by him will be charged. The quantity of paddy milled less by the miller during the month can be shifted to other millers at the risk and cost of the miller, after due notice in this regard is served to him/her. Also the penalty, if any, imposed by the Government of India on the State agencies due to delayed/non-delivery of rice, shall be paid by the concerned rice miller.

13. However, in case there is no space available with FCI for acceptance of custom milled rice, the above mentioned time schedule shall be extendable as per decision taken by the Government.

14. A lessee rice mill, who fails to complete the milling operations before the expiry of his lease period, shall extend the lease period of his mill till the completion of milling operations.
15. Acquisition cost of paddy along with interest paid/payable by Government on CCL shall be charged (from 01.11.2018 onwards till date of actual payment) on the stock of paddy for which miller fails to deliver the rice to FCI by 31st March 2019 unless the Government decides to extend the last date of milling and delivery of rice to FCI in view of shortage of space with FCI or any other administrative exigencies. However, the miller shall not be paid any milling charges on the paddy for such un-delivered rice left even after the extended date of milling.

16. If a miller clears all the dues (Cost of acquisition of paddy along with interest and penal interest) of balance un-milled paddy, such balance un-milled paddy and by-products shall become property of the rice miller. DM of the concerned agency will issue an invoice to sale and release order for the same, after confirming the clearance of all the dues of the miller.

17. If the miller fails to clear the amount due (Cost of acquisition of paddy + interest + penal interest) on account of un milled paddy by 31-05-2019 or the date notified by the department, the concerned agency shall initiate action against such miller within 15 days of the last date for such settlement of account. Any stock and by-products lying in the premises of the miller shall be auctioned by the concerned agency at the risk and cost of the miller(s) to recover the amount in full or a part thereof.

18. Action taken by the agency for lifting/auction of un-milled paddy shall not be construed in any manner to be trespassing on the mill premises. The miller will ensure that DM or an officer appointed by him shall not be obstructed access to the stock lying in the mill premises for the purposes of lifting or auction. The defaulter miller cannot participate in the auction process/proceedings.

19. The miller shall be responsible for any loss to stock by way of misappropriation/fire/theft etc., or if he fails to deliver rice according to the specifications or fails to deliver the rice by the due date, he shall be charged with the cost of acquisition of paddy + interest @ 12% + administrative charges + incidental charges + carryover charges etc., along with applicable GST.

20. In case of any embezzlement/loss of paddy/rice etc., the State agency shall be at liberty to launch criminal prosecution against the concerned miller besides availing other legal remedies in accordance with law. It shall be the responsibility of the concerned procurement agency to recover the cost of allotted paddy from the concerned defaulters and deposit the same in CCL account.

21. For black listing a rice miller under various clauses of the policy/agreement, he shall be duly given a written notice of the proposed action and an opportunity of personal hearing before proceeding against him, in terms of the CMP 2018-19 and the mechanism set out in Clause 24 thereof shall apply for such purposes.

22. No miller shall mill paddy of the agency other than the one allocated to him. In case he does so, he shall be black listed and the paddy stocks shall be lifted from his premises at his risk and cost.
23. Miller shall deposit Custom Milling Security amount of Rs.100/- (Rupees One Hundred only) per MT of paddy or part thereof stored in his mill by way of Demand Draft. Demand Draft shall be in the favour of Managing Director of the concerned agency. No paddy shall be stored in a rice mill which does not deposit the requisite security amount. The security deposited shall not carry any interest at the time of refund or adjustment.

24. For depositing the above mentioned security, the mills shall collect pre-printed Security Deposit Slip from the District Manager, Pungrain. Duly filled slip shall be got checked and signed from the District Manager, Pungrain before depositing with any branch of designated Bank.

25. The Miller shall purchase a minimum of 150 M.Ts. of paddy in his own account or miller shall deposit a security of Rs.5.00 Lakh (Rupees Five Lakh only) in the shape of a demand draft favouring Managing Director, PUNGRAIN with DM, PUNGRAIN even if the paddy belongs to any other procuring agency.

26. In case the miller fails or neglects to observe or perform any of his obligations under the contract, it shall be lawful for the Government/Agency to forfeit the security after granting due opportunity and get the work executed from some other source at the miller’s risk and cost, and the mechanism set out in Clause 24 of CMP 2018-19 shall apply for such purposes. In case of any recovery/dues, loss or damage to any Government/Agency's Property, any extra expenditure incurred or damages suffered by the Government/Agency, it shall be made good from the amount of security deposit furnished by the miller or in any other manner as per law applicable.

Provided that if the losses or damages exceed the amount of security deposit, Government/Agency shall be within its right to recover the same in accordance with law.

Provided further that if the miller performs and completes the contracts in all respects and presents a “No Due Certificate” from any official nominated by the Government/Agency for the purpose, security deposited shall be refunded without interest.

27. The Government/Agency do not guarantee any definite volume of work relating to shelling of paddy at any time during the period of contract. The mere mention of any type of work in this contract shall not by itself confer a right on the miller to demand that work relating to shelling of paddy at a particular centre/mandi be necessarily or exclusively entrusted to him. Paddy is to be allocated to the miller subject to its availability with the procurement agencies at that particular milling centre, the shortfall, if any, will not be arranged from other milling centres or districts and this portion shall be deemed to have lapsed and the miller shall have no claim against it, neither the Rice Mill owner shall have any such rights on registration to get definite volume of paddy stored for milling by him only. It is made categorically clear that:

a) The quantity of paddy that may be allocated to a given miller represents the maximum permissible, allocable quantity of paddy to such miller. Any calculation of such quantum is merely an arithmetical aid to such determination of such maximum permissible, allocable quantity of paddy, to such miller, and
does not confer any right to a miller for allocation of such or any other quantity of paddy.

b) Such maximum permissible, allocable quantity of paddy, not being a vested and/or other legal right in the miller, may be decreased on pro-rata basis if the arrival of paddy at the concerned milling centre is not sufficient. The paddy shall be allocated to all the eligible rice mills in a milling centre in proportion to the availability of paddy at the milling centre concerned and proportionate cut, if any, will be imposed on the maximum permissible, allocable quantity of paddy, on all the rice mills in that paddy deficit milling centre.

c) In no case, paddy in excess of maximum permissible, allocable quantity of paddy, (as per above clauses) shall be allocated to any of the mill, even if there is an excess arrival of paddy at that milling centre.

d) No miller can claim allocation of paddy from any particular mandi. It is the prerogative of DAC to decide as to which mandi is to be linked with a mill, keeping in view the equitable distribution and to minimization of transportation cost.

Any claim raised by the Miller in this regard, would constitute a breach of this clause and this Agreement and would lead to an encashment of the Bank Guarantee submitted by the Miller, at the discretion of the Government Agency.

28. As far as registration and allotment of paddy to new rice mills being set up in paddy deficit areas is concerned, it shall be subject to the following terms and conditions:-

i) Setting up of sheller is individual decision of sheller owner and Department is not bound to allocate paddy for custom milling to such rice mills. Registration of mills does not entitle an assured quantity of paddy for Custom Milling purposes; neither it makes it entitled for linkage with Mandis for Custom Milling purposes.

ii) If the Department considers to establish linkage of any mandi(s) with a particular miller then miller will abide by the directions of District Controller, Food and Civil Supplies of the concerned District or Director, Food and Supplies, Punjab to lift at least 20% of their entitled paddy, if any, for Custom Milling purposes from District Tamtaran or any other place as directed. The mills will be paid transportation charges as defined in Custom Milling Policy for 2018-19 for transporting paddy against such Release orders.

iii) Such millers will not claim paddy from the local milling centre/any other place and would have no legal right in this regard whatsoever and have waived any such right in law.

29. The quantity of allocation to any miller (new/old) may be decreased on pro-rata basis if the arrival of paddy at the concerned milling centre is not sufficient. The paddy shall be allocated to all the eligible rice mills in a milling centre in proportion to the availability of paddy at the milling centre concerned and proportionate cut, if any, will be imposed on the quantum of allocation on all the rice mills in that paddy deficit milling centre.

30. The required quantity of polythene Sheets /Tarpaulins/ Nets etc., shall be provide by the procuring agency on returnable basis and miller shall be responsible for its safe custody and maintenance. If a miller fails to return the stock articles supplied by the agency after the completion of milling or in case of damage to the stock articles, the value of such stock articles along with 18% simple interest per annum shall be recovered or adjusted in his milling bills.
31. The issuance/ lifting of paddy and delivery of rice by miller shall be regulated as under:-
   i) The miller shall obtain the contract numbers from the web portal as per the
directions of the Govt. Miller shall not fudge any figure related with the custom
milling or levy for taking undue benefit. If found guilty, shall be punished in
accordance with law, besides being blacklisted for a period of three years.
   ii) The miller shall be required to lift paddy stocks from the storage point or any
other place as mentioned in the release orders within 7 days of issue of release
orders.
   iii) For the purpose of milling of paddy, stocks will be issued by the staff of
procuring agencies in lots of 200 tonnes (two stacks) each through a release
order against delivery of advance rice to FCI and that paddy issued / received
without a proper release order shall be treated as a serious lapse. The next lot of
paddy for milling shall be issued only after the resultant rice of previous lot has
been delivered to FCI, and the Acceptance Note/Weight Check Memo and other
related documents have been received. The agency shall keep a proper record of
issuance of release orders of paddy.
   iv) The miller shall not mill paddy without issuance of proper release order. The
stock of paddy milled without proper release order shall be considered as
unauthorized conversion which would invite severe penalty.
   v) No miller shall mortgage, gift, sell or transfer the mill by any means to any other
person/entity/bank/financial institution till the dues of Custom Milled Rice are
cleared of the concerned procurement agency.
   vi) In case of Sole Proprietorship, Partnership Firm, Private Limited Company,
Limited Company and Societies, there shall be a complete ban on change of
Proprietor, Partners, Directors or Members of Societies once an agreement has
been entered into for Custom Milling of Paddy or a mill is allotted for Custom
Milling or the Paddy is stored in the mill for Custom Milling till the entire
Custom Milled Rice due is delivered to FCI and account is settled with
concerned Procurement Agency. However in case of death of any Sole
Proprietor/Partner/ Director/Member of Society, then Director, Food Civil
Supplies & Consumer Affairs, Punjab can consider such request for change of
management/ownership on merit of the case.

32. The delivery of rice shall be deemed to have been completed by the miller after the
stocks are loaded into wagons and delivered into the Godowns as per directions of the
authorized responsible official of the agency after necessary weighment/inspection and
approval of the quantity and quality in accordance with the prescribed procedure of the
State Government at the cost of the miller. It shall be the responsibility of the miller to
supply “Acceptance Note”, Weight Check Memo and all other relevant documents to the
concerned agency within 7 days of delivery of rice for claiming payment from FCI,
ailing which the release order for the quantity of paddy shall not be issued.

33. Entire rice shall be supplied by the rice miller in 50 Kg. Jute bags as per the directions of
the Govt. of India/State Government. The rice shall be packed in standard size, double
lines machine stitched bags. The rice miller shall keep proper account of all gunny bags.
34. Each miller shall be bound by the decision/policy of Government of India/State Government regarding the once used/old gunny bags for filling and storage of paddy in KMS 2018-19 issued by the Government of India/State Government from time to time and other orders, notifications, circulars etc. that may be issued from time to time.

35. The Miller shall arrange wooden crates at his own level for the storage of custom milled paddy of the agency allotted to him for which he shall be paid Rs.15/- per tonne of paddy as usage charges.

36. The contract shall come into force with effect from 01.10.2018 and shall remain in force up to 30.9.2019 or clearance of dues whichever is later. Thereafter, it may be extended at the discretion of the Managing Director of concerned agency for a further period on the same terms and conditions. The Managing Director however, reserves the right:-
   a) To terminate the agreement, with effect from 24 hours, with the miller for milling of paddy into rice at any time during its currency without assigning any reason. In that event, the miller shall render complete accounts of paddy, rice and gunny bags to the Government/Agency in his custody and also return the stocks as per direction of the Government/Agency.
   b) To withdraw from the miller, at any time, with effect from 24 hours, any milling work in respect of whole or part of the stocks covered by the contract not yet lifted by the miller for milling, if he considers it necessary to do so. The decision of the Managing Director of the concerned agency in this regard shall be final and no claim shall be entertained against the Government/Agency for any loss or damage suffered or alleged to have been suffered by the miller on account of such withdrawal of work.

37. The miller shall, so long as required by the Government / Agency during the period of this agreement, deploy whole of his mill for custom milling of paddy under this agreement and shall not carry on any other work except milling of his own paddy. If the miller wants to undertake milling of paddy on private basis of any other agency other than allotted, he shall have to obtain the prior permission of the Director, Food, Civil Supplies and Consumer Affairs, Punjab in writing.

38. A balance sheet in triplicate prepared by the millers to show the balance of paddy and rice brought forward from the previous fortnight or the quantity of paddy received during the fortnight, the quantity of paddy milled and products obtained there from during the fortnight and the balance of paddy and rice in stocks on the last day of fortnight, shall be submitted by the millers to the DM of the concerned agency after the completion of all milling operations.

39. The rice miller shall not pledge the paddy/rice of the State agencies with the commercial banks for availing cash credit limit. If he indulges in this malpractice, he will be immediately black listed and the stocks of paddy/rice shall be lifted from his mill and shifted to other mills at miller’s risk and cost.

40. **OUT-TURN RATIO:** The Minimum out-turn ratio (Fixed by GOI) of custom milled paddy shall be as follows: -
   I. Minimum 67% for raw rice.
   II. Minimum 68% for par-boiled rice.
III. Benefit of Driage shall be given only in monetary terms to the rice millers at the rate prescribed by Government of India for driage allowance, on actual delivered quantity of rice to FCI, which would be subject to the condition that miller has delivered 100% due rice to FCI or the miller has deposited acquisition cost of balance rice with the concerned agency.

IV. However, par-boiled rice mills are not eligible for driage benefit.

41. It is reiterated that all the terms and conditions / provisions of the "The Punjab Custom Milling of Paddy Policy (Kharif 2018-19)" duly approved by the State Government (and as may be amended from time to time) and all orders, notifications and communication issued there under shall be treated as part of this Agreement and both the parties hereby agree to completely abide by them.

42. Apart from the provisions of the Levy Order 1983 and the CMP 2018, which stand incorporated as terms and conditions of this Agreement, it is mutually agreed by both the parties that the terms and conditions not visualized and not covered in this agreement shall be incorporated by the Government/Agency by modifying the agreement in case of exigencies, which shall be binding on both the parties.

43. The Government/Agency will issue further instructions if any in this regard for execution of terms and conditions which shall form a part of this agreement.

44. In the event of any dispute covering or arising out of this contract /agreement the jurisdiction of the court shall be at the concerned district within which the dispute has arisen and it is hereby expressly agreed that neither party shall be competent to bring any case / suit in regard to the matters covered by this agreement at any place other than the concerned district and the mechanism under Clause 24 of the CMP 2018-19 shall apply for such purpose. Without prejudice to this, the concerned District Manager is empowered to initiate both civil and criminal action against the defaulting miller in appropriate Court of Law on behalf of the concerned Agency.

45. The miller shall not subject, transfer or assign this contract or any part thereof to anybody.

46. The Miller binds himself to carry out such instructions as are incidental to this agreement and as may be issued by the Corporation or its officer from time to time. The Miller shall strictly abide by the rules, regulations and orders thereon under the various Central and State Government Acts and Rules. The Miller shall be liable for all charges regarding expenses incurred by the Corporation for the negligence and/or non-performance of any service under the agreement and his failure to carry out the instructions.

47. In the event of the miller winding up his business or entering in to any agreement with his creditor, failing to observe any of the terms of this agreement, the Corporation shall have right to terminate agreement forthwith in addition to and without any prejudice to any other right or remedies which Corporation may have and the Corporation may claim from the miller the loss/damages sustained, costs incurred by reason of the breach of the agreement, or part thereof by the miller. The miller shall also deliver to the Corporation
all quantities of food grains that shall be at his possession, or control and all books, accounts and documents relating to the said agreement.

In witness thereof, the parties hereto have signed this agreement on day and year first above written.

Signature of Miller
(Name and full address)

Signature of District Manager
(Name and full address)

Witness: 1. (Signature)
(Name and full address in Capital Letters)
(Inspector In-charge/Concerned Area Inspector of the agency, as witness to the signatures of the miller)

Witness 2. (Signature)
(Name and full address in Capital Letters)

Place -
Dated:-
### PROFORMA-I
(As required vide 5 (c) (i) of Kharif 2018-2019 policy)

<table>
<thead>
<tr>
<th>Name of Mill</th>
<th>Whether the Miller has to deliver rice of previous crops, if yes, give detail.</th>
<th>Whether the Miller has any other pending dues regarding previous crops, if yes, give detail.</th>
<th>Whether a defaulter, the names of Partners</th>
<th>If defaulter, the names of Partners</th>
<th>Whether the owner/partner of this rice mill is/was partner/owner of any other defaulter mill.</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>2</td>
<td>3</td>
<td>4</td>
<td>5</td>
<td>6</td>
</tr>
</tbody>
</table>

SIGNATURE OF THE CONCERNED DISTRICT MANAGER
ANNEXURE II

PROFORMA -II
(As required vide 5 (c) (i) of Kharif 2018-2019 policy)

LIST OF DEFAULTER RICE MILLS YEAR WISE:

<table>
<thead>
<tr>
<th>Name of the Default Rice Mill</th>
<th>If Lessee, then name of the owner Party</th>
<th>Whether guarantee taken from owner party and two other millers</th>
<th>Kind of Default</th>
<th>Whether the owner/ partner of this rice mill is/ was partner/ owner of any other defaulter mill, if yes give details</th>
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<th>Year</th>
<th>Qty</th>
<th>Amount</th>
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SIGNATURE OF THE CONCERNED DISTRICT MANAGER
ANNEXURE III

PROFORMA - III (For mills not on lease)

REGD. NO. ______________________

To be filled & submitted by the miller and to be verified by the Inspector, then by the DFSC Office Staff on basis of record.

1. Name/Location of the Miller/premises
2. Correspondence Address
3. Permanent Address
4. Phone No./Mobile No./Email:
5. Milling Centre:
6. PAN Number of the Mill :
7. Whether Mill is: Raw ____ or Par-Boiled ____
8. Type of Ownership: Proprietorship/Partnership Firm/Trust/Pvt. Ltd. Co./LLP/Society etc.
9. Details of the partners/directors/proprietor/members and their addresses (Separately for each partner) as the case may be.

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<tr>
<th>Sr. No.</th>
<th>Name</th>
<th>Address</th>
<th>Mobile No.</th>
<th>Designation</th>
<th>PAN Card No.</th>
<th>AADHAAR No.</th>
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10. Capacity of the rice mill (along-with details of machinery/Land/Electricity Load):
   a) Machinery:
      i) Roller (traditional/Pneumatic Air compressor):
      ii) Separator (Petty) (Normal with No. of Boxes/Dandekar/Japanese/Other):
      iii) Polisher/Whitener:
   b) Land (in acres):
   c) Name of Owner or Land:
   d) Details of the Land (Khasra No./Khatuni No./Khewat No. etc):
   e) Electricity Load:
   f) Tonne Capacity of the Mill:

11. Income Tax Returns for last three years (Individually of partners, owners/lessee):


13. Details of liabilities.

14. Proof of electricity connection in the name of the mill

15. Whether the mill was ever blacklisted/declared defaulter, if yes, give details.
   a) Order No. of Blacklisting
   b) Period of Blacklisting,
   c) NOC Obtained or not:
   d) Orders regarding revoking the blacklisting passed or not:
   e) Whether any amount is recoverable from the mill or lessee.
   f) Whether any criminal/civil/arbitration case is pending against the mill/lessee.

16. Whether the mill was involved in any CBI cases.
17. If a new rice mill, copy of Registration documents/Bills of the machinery installed and attested copy of the approved map of the rice mill.

18. If a new rice mill, a certificate from PSPCL that the electricity connection is functional.

19. Whether the mill is in litigation with any agency, if yes, give details thereof.

20. Quantity of paddy shifted, if any, from this mill in KMS 2017-18.

21. Considered for allocation, if not, give reason in brief (to be filled later):

22. Maximum permissible allocable quantity of paddy to be stored/allocated or delivered as per 2018-19 policy:
   (to be filled by office)

23. Detailed of Registration Fees:
   a) Draft No. & Date: 
   b) Amount: 
   c) Deposited on: (to be filled by office)

______________________________  ________________________________
Signature of the Miller                     Signature of the Inspector

______________________________
Signature of official who checked and completed the file

______________________________
Counter Checked By
ANNEXURE III A

PROFORMA - III A (For Mills on Lease)

REGD.NO. __________

To be filled & submitted by the miller and to be verified by the Inspector, then by the DESC Office Staff on basis of record.

1. Name/Location of the Miller/Mill premises:
2. Correspondence Address
3. Permanent Address
4. Phone No./Mobile No./Email:
5. Milling Centre:
6. PAN Number of the Mill:
7. Whether Mill is: Raw ___ or Par-Boiled ___
8. Type of Ownership: Proprietorship/Partnership Firm/Trust/Pvt. Ltd. Co./LLP/Society etc.
9. Details of the partners/directors/proprietor/members and their addresses (Separately for each partner) as the case may be.

<table>
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<tr>
<th>Sr. No.</th>
<th>Name</th>
<th>Address</th>
<th>Mobile No.</th>
<th>Designation</th>
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10. Capacity of the rice mill (along-with details of machinery/Land/Electricity Load):
   a) Machinery:
      i) Rule (traditional/Pneumatic Air compressor):
      ii) Separator (Pety) (Normal with No. of Boxes/Dandekar/Japanese/Other):
      iii) Polisher/Whitener:
   b) Land (in acres):
   c) Name of Owner or Land:
   d) Details of the Land (Khass No./Khatami No./Khewat No. etc):
   e) Electricity Load:
   f) Tonne Capacity of the Mill

11. Income Tax Returns for last three years (Individually of partners, owners/lessee):
13. Details of liabilities.
14. Proof of electricity connection in the name of the mill
15. If a lessee, give details.
   a) Period of Lease.
   b) Copy of Registered Lease Deed/Agreement.
   c) Lessor’s Name, address and details
   d) Lessor’s Registration No. on the Department’s portal
   e) Whether the owner has stood guarantee for the lessee or not.
   f) Whether NOC obtained from the Owner.
   g) Whether additional guarantee taken or not.
   h) Whether any amount is recoverable from the mill or lessor.
   i) Whether any criminal/civil/arbitration case is pending against the mill/lessor.
   j) Whether lien created by the Lessor of the concerned agency.
16. Whether the mill was ever blacklisted/declared defaulter, if yes, give details.
   
a) Order No. of Blacklisting
   
b) Period of Blacklisting.
   
c) NOC Obtained or not:
   
d) Orders regarding revoking the blacklisting passed or not:
   
e) Whether any amount is recoverable from the miller or lessor.
   
f) Whether any criminal/civil/arbitration case is pending against the mill/lessor.

17. Whether the miller was involved in any CBI cases.

18. If a new rice mill, copy of Registration documents /Bills of the machinery installed and attested copy of the approved map of the rice mill

19. If a new rice mill, a certificate from PSEB that the electricity connection is functional

20. Whether the mill/miller is in litigation with any agency, if yes, give details thereof

21. Quantity of paddy shifted, if any, from this mill in KMS 2017-18.

22. Considered for allocation, if not, give reason in brief (to be filled later):

23. Maximum permissible allocable quantity to be stored / allocated or delivered as per 2018-19 policy:
   (to be filled by office)

24. Detailed of Registration Fees:
   
a) Draft No. & Date: ________________
   
b) Amount: ______________________
   
c) Deposited on: ________________ (to be filled by office)

Signature of the Miller

Signature of the Inspector

Signature of official who checked and completed the file

Counter Checked By
ANNEXURE IV

QUALITY AND QUANTITY CERTIFICATE

(To be on the letter head of the rice miller)

It is verified that I have received ____________ bags weighing ____________ quintals of GRADE A paddy confirming to Government of India specifications.

Date ____________

Sign and Seal of the Rice Mill.

(To be verified by the District Manager and the Inspector)
ANNEXURE - V

SITE PLAN FOR THE STORAGE SITE

(PASTE HERE)
ANNEXURE - VI

PICTORIAL PLAN OF PADDY STACKS STORED WITH NO. OF STACKS

(PASTE HERE)
पंजाब केलिंग मिलिंग पौधा पólICY (खारि'2018-19)

ANNEXURE - VII

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<tbody>
<tr>
<td>मानक</td>
<td>कठीनाईक मर्मदंड</td>
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</tbody>
</table>

1. वि. प्र/भारत राजसूय सिद्धि प्रमाणित किया गया:

2. वि. मेतेदेस मैं राजसूय भारती प्रमाणित किया:

3. वि. मेतेदेस मैं राजसूय भारती प्रमाणित किया:

4. वि. मेतेदेस मैं राजसूय भारती प्रमाणित किया:

विश्वासप्रद धारा: इस धारा के अनुसार, पौधा केलिंग पौधा मिलिंग अंकन के लिए पौधा केलिंग सिद्धि के प्रमाणित किये गये।

विश्वासप्रद धारा: इस धारा के अनुसार, पौधा केलिंग पौधा मिलिंग अंकन के लिए पौधा केलिंग सिद्धि के प्रमाणित किये गये।

1. वि. प्र/भारत राजसूय सिद्धि प्रमाणित किया गया:

2. वि. मेतेदेस मैं राजसूय भारती प्रमाणित किया:

3. वि. मेतेदेस मैं राजसूय भारती प्रमाणित किया:

4. वि. मेतेदेस मैं राजसूय भारती प्रमाणित किया:
In case of Ltd. or Pvt. Ltd. Company/Member of the society to be furnished by its Managing Director/Director

ANNEXURE VIII

UNDERTAKING (SPECIMEN)

[Judicial Stamp] [Deponent's Photograph]

(to be executed on stamp paper of Rs 20/- & attested by Notary Public)

1. S/o ___________________ R/o ___________________, the Managing Director of M/s ________________, do hereby solemnly affirm and declare as under:
   1. That I am the Managing Director of M/s ________________, situated at ______________________, which deal in the business of milling of paddy.
   2. That aforesaid company is a defaulter of any Government Agency/FCI/Semi-Govt. Agency in respect of milling of paddy during previous year.
   3. That the financial position of the company is sound and the property of the company is free from all prior charges, loans and encumbrances.
   4. That the shedder is situated on the land bearing Khasra No. ________________, Khatuni No. ________________, Khatauni No. ________________, at ________________, Distt. ________________, which is owned by the company itself. (Copy attached)
   5. That nor any Director/Member/Share Holder of the company is involved in any criminal/civil case of embezzlement of paddy, neither any such case is pending against any Director/Member/Share Holder of the company in any court of law.
   6. That the company shall mill the paddy allotted to it as per the terms and conditions of "The Punjab Custom Milling of Paddy Policy (Kharif 2018-19)" (CMP 2018-19) and agreement executed thereupon in KMS 2018-19.
   7. That the company shall effect no change in its Constitution/Board of Directors without prior approval of the Department of Food, Civil Supplies & Consumer Affairs, Punjab.
   8. That the company has suitable storage capacity for the storage of paddy allocated for milling.
   9. That I shall arrange the required quantity of crates for storage of paddy of any agency allotted for milling during KMS 2018-19 as per the Milling Policy.
   10. That I shall furnish the complete details of the share holders of the company and the shares held by them in the company.
   11. That the company shall not store paddy at unauthorised place other than provided in the Custom Milling Policy 2018-19.
   12. That the company shall not pledge paddy of the Government procurement Agency nor have pledged the same in the previous years with any Bank/Financial Institution for availing any loan facility/cash credit limit.
   13. That the Government Procurement Agency shall have first charge over the land as well as the machinery erected over there and that the deponent shall not alienate the same by way of sale, gift, mortgage except without permission by the Director, Food Civil Supplies & Consumer Affairs, Punjab.
   14. That I do not have any other bank account other than the bank (s) of which bank certificate (s) is hereby furnished.
   15. That we have read and understood the provisions of the Levy Control Order 1983 and the CMP 2018-19 and have accepted the same. We specifically agree and confirm that in applying the mechanism of allocation of paddy the quantity of paddy that may be allocated to us, only represents the maximum, permissible, allocable quantity of paddy to us and the clauses of the CMP 2018-19 and the consequent agreement are merely an arithmetical aid to such determination of such maximum, permissible, allocable quantity of paddy. Such maximum
permissible, allocable quantity of paddy, not being a vested and/or other legal right in us, may be decreased on pro-rata basis if the arrival of paddy at the concerned milling centre is not sufficient or for any other reason as the Department may deem fit. In no case, paddy in excess of maximum permissible, allocable quantity of paddy, (as per above clauses) shall be allocated to us, even if there is an excess arrival of paddy at that milling centre. We further confirm that we shall not claim allocation of paddy from any particular mandi, it being the prerogative of DAC to decide as to which mandi is to be linked with a mill, keeping in view the equitable distribution and to minimization of transportation cost. We shall make no claim against the Department or the Agency in question with regard to any right to allocation of such paddy in terms of this Clause.

Dated: ...........................................  Deponent
Place: ...........................................

VERIFICATION

Verified that the contents mentioned in my above undertaking are true and correct to the best of my knowledge and belief and nothing has been concealed therein.

Dated: ...........................................  Deponent
Place: ...........................................
In case of Partnership Firm to be furnished by its Authorized/ Managing Partner

ANNEXURE-IX

UNDETECTING (SPECIMEN)

Judicial Stamp

(to be executed on stamp paper of Rs 20/- & attested by Notary Public)

I, S/o R/o, the Authorized/ Managing Partner of M/s, do hereby solemnly affirm and declare as under:

1. That I along with (no. of partners) Partners have been running the rice mill under the name and style M/s, situated at

2. That aforesaid partnership firm consists of the following partners according to the Partnership Deed signed on date of month year and Registrar of Firms Acknowledgement No. Dated:
   a. 
   b. 
   c. 

3. That aforesaid rice mill is situated on land measuring bearing Khasra No., Khatauni No., Khewat No. as per the Jamabandi for the year . (Attach latest copy of Jamabandi).

4. That the said property is free from all prior charges, loans and encumbrances.

5. That none of the partners is partner/owner/lessee of any other defaulter shellor in the State of Punjab.

6. That I hereby undertake that none of the partners shall sell/dispose off the above noted property till the liabilities of the rice mill are discharged towards the procurement agency.

7. That neither any case regarding embezzlement of paddy of any procurement agency pertaining to previous years was ever registered against me or any of the other partners, nor is any such case pending against me or any other of the other partners in any court of law.

8. That I undertake to execute the necessary agreement against allocation of paddy for milling on behalf of the firm and shall also deposit the required security with the concerned agency.

9. That I shall arrange the required quantity of crates for storage of paddy of any agency allotted for milling during KMS 2018-19 as per the Milling Policy.

10. That I along with other partners shall be fully accountable and responsible for all dues of the concerned agency which shall arise against the rice mill at any later stage.

11. That I undertake not to introduce any change in the Constitution of Partnership Firm without prior approval of the Competent Authority of the Department of Food, Civil Supplies & Consumer Affairs, Punjab.

12. That I shall furnish the complete details of the share holders of the company and the shares held by them in the company.

13. That the company shall not store paddy at unauthorized place other than provided in the Custom Milling Policy 2018-19.

14. That the company shall not pledge paddy of the Government Procurement Agency nor have pledged the same in the previous years with any Bank/ Financial Institution for availing any loan facility/cash credit limit.

15. That the Government Procurement Agency shall have first charge over the land as well as the machinery erected over there and that the deponent shall not alienate the same by way of sale, gift, mortgage except without permission by the Director, Food, Civil Supplies & Consumer Affairs, Punjab.
16. That we have read and understood the provisions of the Levy Control Order 1983 and the CMP 2018-19 and have accepted the same. We specifically agree and confirm that in applying the mechanism of allocation of paddy the quantity of paddy that may be allocated to us, only represents the maximum, permissible, allocable quantity of paddy to us and the clauses of the CMP 2018-19 and the consequent agreement are merely an arithmetical aid to such determination of such maximum, permissible, allocable quantity of paddy. Such maximum permissible, allocable quantity of paddy, not being a vested and/or other legal right in us, may be decreased on pro-rata basis if the arrival of paddy at the concerned milling centre is not sufficient or for any other reason as the Department may deem fit. In no case, paddy in excess of maximum permissible, allocable quantity of paddy, (as per above clauses) shall be allocated to us, even if there is an excess arrival of paddy at that milling centre. We further confirm that we shall not claim allocation of paddy from any particular mandi, it being the prerogative of DAC to decide as to which mandi is to be linked with a mill, keeping in view the equitable distribution and to minimization of transportation cost. We shall make no claim against the Department or the Agency in question with regard to any right to allocation of such paddy in terms of this Clause.

17. That I do not have any other bank account other than the bank (s) of which bank certificate (s) is hereby furnished.

Dated: ........................
Place: ........................

VERIFICATION

Verified that the contents mentioned in my above undertaking are true and correct to the best of my knowledge and belief and nothing has been concealed therein.

Dated: ........................
Place: ........................
(to be executed on stamp paper of Rs 20/- & attested by Notary Public)

I, ……………………… S/o ………………….. R/o …………………….., do hereby solemnly affirm and declare as under:

1. That I have been running the rice mill namely M/s ……………………………, located at …………………………… on the land measuring …………….. bearing Khevart No. ………………………., Khasa No. ………………………. Jamabandi for the year …………………………… situated at …………………………… Jamabandi attached herewith.

2. That I undertake not to sell or dispose of the above noted property till the liabilities of rice mills stand discharged towards the procuring agency.

3. That the said property is free from all prior charges, loans and encumbrances.

4. That I am not the owner/partner/director/member in any defaulter firm in the Punjab.

5. That I am not involved in any criminal case.

6. That Connection of Electricity will be got installed within the stipulated period as prescribed in Custom Milling Policy 2018-19 issued by the Government of Punjab.

7. That I shall purchase minimum quantity of paddy i.e. 150 MT in my own account or deposit security amount in lieu of purchase of this paddy.

8. That I shall execute the necessary agreement and deposit the required security with the concerned agency.

9. That I have not purchased/leased the mill, the premises which are defaulter of any agency in the previous years.

10. That I shall arrange the required crates for storage of paddy of any agency allotted for milling during KMS 2018-19 as per Milling Policy.

11. That I shall be fully responsible for all costs of the rice mill which will arise at any later stage towards the concerned procurement agency.

12. That I will not make any change in the nature of my sole proprietor business without prior intimation to the Department of Food, Civil Supplies and Consumer Affairs, Punjab.

13. That I shall not store paddy at unauthorized place other than that provided in the Custom Milling Policy 2018-19.

14. That I shall not pledge paddy of the Government Procurement Agency nor have pledged the same in the previous years with any Bank/Financial Institution for availing any loan facility/cash credit limit.

15. That the Government Procurement Agency shall have first charge over the land as well as the machinery erected over there and that the deponent shall not alienate the same by way of sale, gift, mortgage except without permission by the Director, Food, Civil Supplies & Consumer Affairs, Punjab.

16. That we have read and understood the provisions of the Levy Control Order 1983 and the CMP 2018-19 and have accepted the same. We specifically agree and confirm that in applying the mechanism of allocation of paddy the quantity of paddy that may be allocated to us only represents the maximum, permissible, allocable quantity of paddy to us and the clauses of the CMP 2018-19 and the consequent agreement are merely an arithmetical aid to such determination of such maximum, permissible, allocable quantity of paddy. Such maximum permissible, allocable quantity of paddy, not being a vested and/or other legal right in us, may be decreased on pro-rata basis if the arrival of paddy at the concerned milling centre is not
sufficient or for any other reason as the Department may deem fit. In no case, paddy in excess of maximum permissible, allocable quantity of paddy, (as per above clauses) shall be allocated to us, even if there is an excess arrival of paddy at that milling centre. We further confirm that we shall not claim allocation of paddy from any particular mandi, it being the prerogative of DAC to decide as to which mandi is to be linked with a mill, keeping in view the equitable distribution and to minimization of transportation cost. We shall make no claim against the Department or the Agency in question with regard to any right to allocation of such paddy in terms of this Clause.

16. That I do not have any other bank account other than the bank (s) of which bank certificate (s) is hereby furnished.

Dated: ....................... Deponent

Place: .......................

VERIFICATION

Verified that the contents mentioned in my above undertaking are true and correct to the best of my knowledge and belief and nothing has been concealed therein.

Dated: ....................... Deponent

Place: .......................
The Punjab Custom Milling of Paddy Policy (Kharif 2018-19)

ANNEXURE - XI

REGISTRATION CERTIFICATE FROM REGISTRAR OF FIRMS

(Self Attested Photocopy)

(PASTE HERE)
ANNEXURE - XII

PARTNERSHIP DEED (IN CASE OF PARTNERSHIP FIRM)

(Self Attested Photocopy)

(PASTE HERE)
ANNEXURE - XIII

MEMORANDUM OF ASSOCIATION AND ARTICLE OF ASSOCIATION

(Self Attested Photocopy)

(PASTE HERE)
ANNEXURE - XIV

MILLER'S ACCOUNT OF PREVIOUS YEAR (2017-18)

(PASTE HERE)
The Punjab Custom Milling of Paddy Policy (Kharif 2018-19)

ANNEXURE - XV

CANCELLED CHEQUE
(PASTE HERE)
ANNEXURE - XVI

PAN CARD
(Self Attested Photocopy)
(PASTE HERE)
ANNEXURE - XVII

AADHAAR CARD

(Self Attested Photocopy)

(PASTE HERE)
ANNEXURE - XVIII

AUTHORIZATION IN CASE OF PROPRIETORSHIP/ PRIVATE LIMITED/
LIMITED/ PARTNERSHIP FIRM

(If applicable, for details, see below)

(PASTE HERE)

NOTE:

1. In case of proprietorship firm, attach any government document showing proprietorship of the firm along with duly signed crossed letter head of the firm.

2. In case of private limited/limited company, attach memorandum along with resolution from the Board of Directors. (In original)

3. In case of partnership firm, attach photocopy of the partnership deed (self attested) and NOC/Power of Attorney from other partners on letter head of the firm in original duly attested by Notary Public.
ANNEXURE - XIX

INCOME TAX RETURNS (FOR THE LAST 3 YEARS)

(Self Attested Photocopy)

(PASTE HERE)
CERTIFICATE FROM THE BANK

It is certified that the firm/Company namely ________________ having an account no. ______________ with the bank namely ________________ is having following partners/shareholders as per the records provided by the account holder.

1. ______________
2. ______________
3. ______________
4. ______________
5. ______________
6. ______________

They are enjoying the following limits:

Limit Sanctioned  Outstanding  Security Held

Certified that the accounts of the above rice mill and its proprietor, partners, directors or members are not NPA, irregular or substandard account holders.

________________________________________
(Bank Manager)

(Name and Seal of the Bank)
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<th>Sr. No.</th>
<th>Name</th>
<th>Quantity (Quot. &amp; Cmt. Rate)</th>
<th>Total Rate</th>
<th>Remarks</th>
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**Annexure XXI**

The Punjab Cabinet Milling of Paddy Policy (Kharif 2018-19)
MODEL FORM OF BANK GUARANTEE BOND / GUARANTEE BOND

In consideration of the Custom Milling Policy 2018-19, an agreement (hereinafter called the said Agreement) has been signed between (Name of State Procurement Agency) (hereinafter called 'the said State Agency') and (Hereinafter called 'the said Rice Miller') for storage of paddy during Kharif Marketing Season 2018-19. As mandated by the Custom Milling Policy 2018-19, the said rice miller is mandated to produce a bank guarantee for Rs. ________________________________ (Rupees ________________________________).

We ________________________________ (Hereinafter referred to as the Bank) (at the request of the said Rice Miller do hereby undertake to pay the said State Agency an amount not exceeding Rs. ________________________________ (Rupees ________________________________) against any loss or damage caused to or suffered or would be caused to or suffered of any of the terms or conditions contained in the said Agreement.

1. We ________________________________ hereby undertake to pay the amount due and payable under this guarantee without any demurrage on a demand from the said State Agency stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the said State Agency by reason of breach by the said Rice Miller or any of the terms or conditions contained in the said Agreement or by reason of the said Rice Miller's failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regard the amount due and payable by the Bank under this guarantee. However our liability under this guarantee shall be restricted to an amount not exceeding Rs. ________________________________ (Rupees ________________________________).

2. We undertake to pay to the said State Agency any money so demanded notwithstanding any dispute(s) raised by the said Rice Miller in any arbitration case or suit or proceedings pending before any court or tribunal or arbitrator relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment thereunder and the said Rice Miller has no claim against us for making such payment.

3. We ________________________________ further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the said State Agency under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till the said State Agency certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Rice Miller and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing till the date of its enforcement, we shall be discharged from all liability under this guarantee thereafter.

4. We ________________________________ further agree with the said State Agency that the said State Agency shall have the fullest liberty without our consent and without affecting in any manner, obligations hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said Rice Miller from time to time or to postpone for any time or from time to time any of the powers exercisable by the said State Agency against the said Rice Miller and to forbear enforce any of the terms and conditions relating to the said agreement and shall not be relieved from our liability by reasons of any such variation, or extension being granted to the said Rice Miller or for any forbearance, act or omission on the part of the said State Agency.
Agency any indulgence by the said State Agency to the said Rice Miller by any such matter or thing, whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

5. This guarantee will not be discharged due to change in the constitution of the Bank or the said Rice Miller.

6. We ________________________ lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Managing Director of the said State Agency in writing.

Dated the ______ day _______ 2018 for ______

(Indicate the name of bank, seal and complete address).
ANNEXURE - XXIII

DETAILS OF PROPERTY OWNED BY MILLER(S) AND THEIR FAMILIES MEMBERS, ALONG WITH PRESENT STATUS OF PROPERTY

(FREE/MORTGAGED)