

FORM III  
AGREEMENT WITH AGENT  
*[See rule 4 (2)]*

This agreement made on this day the..... of..... month.....year

At Thiruvananthapuram between the Governor of Kerala represented by the Director of State Lotteries, Vikas Bhavan, Thiruvananthapuram (hereinafter referred to as Government) which expression shall unless excluded by or repugnant to the context or meaning thereof be deemed to mean and include his successor in office or assigns of the first part.

AND Shri/M/s..... of the second part (hereinafter referred to as Agent)

WHEREAS, the Government organizes, conducts, and promotes State Lotteries in accordance with the provisions as contained in the Lotteries (Regulation) Act 1998, (Central Act 17 of 1998), and the Rules made there under;

AND WHEREAS the Government have decided to appoint agents for the purchase and sale of Kerala paper Lottery Tickets in adherence to the rules framed by the State Government;

AND WHEREAS the Government and the agent have decided to enter into an agreement as stipulated in the Lotteries (Regulation) Rules, 2010;

NOW, THEREFORE THIS AGREEMENT WITNESSETH AND THE PARTIES HERETO MUTUALLY AGREE AS FOLLOWS

1. Definitions:

In this agreement, unless the context otherwise requires: -

- (a) 'Act' means the Lotteries (Regulation) Act 1998(Central Act No. 17 of 1998)
- (b) 'Rules' means the Lotteries (Regulation) Rules 2010 or the Kerala Paper Lotteries (Regulation) Rules 2005, as the case may be.
- (c) Words and expressions used but not defined herein shall have the same meanings as respectively assigned to them in the Act and the Rules.

2. Terms and conditions:

- (a) The Government and the Agent shall be jointly and severally liable to ensure that all provisions of the Act and Rules are followed.
- (b) The Government shall appoint the agent after the registration of the agency in his/her name for the purchase and sale of Kerala Paper Lottery Tickets as per the provisions of the Act and the Rules.
- (c) The appointment of the agent is non-transferable and shall continue to be valid till the expiry of the registration.

- (d) All the directions, circulars, notifications, and instructions issued by the Government and The Director of State Lotteries Department shall be binding on the agents and any contravention shall result in cancellation of the Agency. Any contravention of the provisions contained in the Act and rules made thereunder also shall result in the cancellation of the Agency.
- (e) It shall be the responsibility of the Agent to ensure that his sellers adhere to the provisions of the Act, Rules, directions, circulars, notifications, and instructions issued by the Government and The Director of the State Lotteries Department.
- (f) It shall be the responsibility of the Agent to ensure that his sellers adhere to all procedures, regulations, etc. along with the conditions stipulated in this agreement.
- (g) The agent shall ensure that the Kerala Lottery tickets are not sold in States/UTs which do not organize lotteries of their own.
- (h) The agents shall not sell any other lotteries apart from Kerala State Lottery.
- (i) Agents shall ensure that no sellers who sell tickets purchased from the agent are engaged in the sale of any other lottery other than the Kerala State Lottery.
- (j) Agents or their representatives visiting lottery offices shall behave properly and not engage in any action vitiating the tranquility of the office ambience
- (k) The Agents or their staff/authorized persons shall not behave in any manner that is detrimental to public interest or brings disrepute to the Kerala State Lottery.
- (l) In case of any amendment to any Act or Rules or a decision of a competent court bringing a change in the lottery conduct, earnest efforts shall be made by both parties to modify the operation of Kerala Lotteries in accordance with such change.
- (m) Notwithstanding the above clauses, the Department reserves the right to rescind the agreement with the agent as per the procedure laid down in these rules

### 3. Settlement of disputes:

The validity and interpretation of this agreement shall be governed by Indian laws, and Courts located at Thiruvananthapuram alone shall have jurisdiction to try any matter relating to this agreement. This agreement shall come into force after it has been signed by both parties and shall remain in force for a period of two years. If any provision of this agreement is declared void or unenforceable, the agreement and the remaining clauses of the agreement shall remain in full force and effect.

### 4. Force Majeure:

If at any time during the course of the agreement, it shall become impossible for any of the parties to perform any of their obligations for reasons of force majeure whereupon the

party giving notice shall be relieved from such obligation as long as force majeure conditions persists.

IN WITNESS WHEREOF the parties to these present hereunto executed these presents on the day, month and year first above written.

1. Name, Address and Signature:

2. Name, Address and Signature:

Witness: 1.

2.