

The M.P. Nationalised Text Books Dealers Registration and Supply Rules, 1963

MADHYA PRADESH

India

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Rule

THE-M-P-NATIONALISED-TEXT-BOOKS-DEALERS-REGISTRATION-A of 1963

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The M.P. Nationalised Text Books Dealers Registration and Supply Rules, 1963Published vide Notification No. 10238-2890-7-Estt-63, dated 11-9-1963, M.P. Rajpatra, Part 4 (Ga), dated 11th October, 1963The State Government hereby makes the following rules for the registration of the Madhya Pradesh Nationalised Text Books Dealers and Supply under the Government of Madhya Pradesh, namely :-

1. Short title and commencement.

(a)These rules may be called "The Madhya Pradesh Nationalised Text Books Dealers Registration and Supply Rules, 1963".(b)They shall come into force from the date of their publication in the Madhya Pradesh Gazette.(c)These rules shall apply to the whole of the State of madhya Pradesh.

2. Definitions.

- In these rules, unless the context otherwise requires,-(a)"Dealer" means a seller, a Government Department, a Semi-Government Department, Concern or Body, a School Cooperative Society, a Co-operative Society or any other body dealing in the purchase; sale or free distribution of printed Education Books.(b)"Departmental Officer" means a Tahsildar of a Tahsil of Madhya Pradesh.(c)"Depot or Text Books Depot" means any of the Nationalized Text Books Depot established by the Madhya Pradesh Government at Bhopal, Gwalior, Indore, Jabalpur, Raipur and such other places where Government may open a Depot in future.(d)"Superintendent" means the Superintendent, Stationery and Text Books, Madhya Pradesh, Gwalior.(e)"Registering Office"

means the office of the Superintendent, Stationery and Text Books, Madhya Pradesh, Gwalior.(f)"Text Books" means the Nationalised Text Books of Madhya Pradesh Government.

3. Sale of Text Bunks.

- The Text Books shall be sold by the Depots situate at Bhopal, Gwalior, Indore, Jabalpur and Raipur direct or through the registered dealers. Sales of Text Books by the Depots to parties other than the registered dealers is strictly prohibited except under specific orders of the Superintendent.

4. Jurisdiction of Depots.

- The jurisdiction of each text Book Depot for the purpose of sale of Text Books shall be as detailed below :-(a)Government Nationalised Text Books Depot, Ibrahim-pura, Bhopal :-The districts of (1) Sehore, (2) Raisen, (3) Vidisha, (4) Hoshangabad, (5) Betul, (6) Raigarh, (7) Shajapur, (8) Chhindwara, (9) Sagar, and (10) Damoh.(b)Government Nationalized Text Books Depot, Gorkhi Palace, Gwalior :-The districts of (1) Gwalior, (2) Bhind, (3) Morena, (4) Shivpuri, (5) Guna, (6) Datia, (7) Panna, (8) Chhatarpur and (9) Tikamgarh.(c)Government Nationalised Text Books Depot, Government Press, Rajbada, Indore :-The districts of (1) Indore, (2) Ratlam, (3) Ujjain, (4) Mandsaur, (5) Dewas, (6) Dhar, (7) Jhabua, (8) Nimar (Khargone), and (9) Nimar (Khandwa).(d)The Government Nationalised Text Books Depot, 407 (old)/1020 (New) Napier Town, Jabalpur :-The Districts of (1) Jabalpur, (2) Rewa, (3) Sidhi, (4) Satna, (5) Sahahdol, (6) Mandla, (7) Seoni, (8) Bhalaghat, and (9) Narsinghapur.(e)Government Nationalized Text Books Depot, Masonic Lodge, Raipur :-The districts of (1) Raipur, (2) Bastar, (3) Durg, (4) Bilspur, (5) Raigarh, and (6) Surguja.

5. Departmental Officers.

- All Tahsildars will act at their respective Tahsils as Departmental Officers of the Stationery and Text Books Department and sign the Challans for crediting the money into the Government Treasury in respect of registration fee, renewal of registration fee, security deposit, late registration fee or indents for Text Books in the Head of Accounts stated in Rule 6 and 10 below.

6. Application for registration.

- Any dealer seeking registration for the sale of the Text Books shall apply to the Superintendent in the prescribed Form (Annexure A) through the Departmental Officer of their respective Tahsil. Submission of an application shall be deemed to be an acceptance of the terms and conditions contained therein and in these rules. The application shall be accompanied by a receipted original challan for Rs. 25.00 (non-refundable) as registration fee credited into any Government Treasury or in any Bank authorised to transit Government business under the Head of Account IX-Stationery and Printing-E-Miscellaneous Registration Fee for Booksellers of Nationalised Text Books.

7. Forwarding of Applications by the Departmental Officers.

- On receipt of application for registration from a dealer on the prescribed form the Departmental Officer concerned after making due enquiry shall certify on the said application either the applicant is a genuine and bona fide bookseller or otherwise and forward the same together with the attached challan and affidavit to the Superintendent within four days from the date of its receipt in his office.

8. Exemption from remittance of Registration Fee and Security Deposit.

- The following shall be registered without payment of prescribed registration fee and security deposit :- (i) Government Department wishing to purchase books for schools under their control, e.g., Tribal Welfare Department, Jail Department, etc. (ii) Local bodies, i.e., Municipal Committee and Janpada Sabha desiring to buy books for distribution among poor children and students of backward areas.

9. Registration of dealers.

(a) On receipt of the prescribed application forms through the Department Officers the Superintendent shall, after making such enquiry as he may deem fit, either consent to register the name of the dealer or refuse registration without assigning any reasons in which case the remitted amount of registration fee shall be refunded. (b) The Superintendent shall appoint or register temporarily for a period not exceeding six months grocers or Headmasters of Schools for such areas for which no dealer may have applied for appointment without the payment of registration fee.

10. Security Deposit and Issue of Registration Cards.

- On receipt of the consent for registration from the Superintendent, the dealer concerned shall remit a sum of Rs. 100 (refundable) under the Head of Account "Revenue Deposit-Security Deposit of Book sellers for sale of Nationalised "Text Books" as security for the due and proper observance of the terms and conditions of these rules, and furnish the receipted original challan through his Departmental Officer along with the agreement form (Appendix F) duly executed and authenticated before a Magistrate to the Superintendent, who on receipt of the same shall issue the original registration card (Annexure B) to the dealer concerned. The security money or deposit shall be retained by the Superintendent so long as dealer continues to be so.

11. Prosecution.

- Dealer or any person found selling Nationalised Text Books without possession of Registration Card issued under these rules shall be liable to be prosecuted in a Court of Law.

12. Validity of Registration.

- The Registration Cards issued under Rule 10 above shall be valid for a period of one year to be counted from the 1st April to 31st March of the following year.

13. Renewal of Registration.

- The registered dealers seeking renewal of their registration shall apply in the prescribed form (Annexure "C") with a renewal fee of Rs. 10.00 (non-refundable) remitted into the Treasury or Bank as per procedure laid down in Rule 6 above earliest by the 1st January and latest by 31st January each year to the Superintendent who shall issue Renewal Registration Card (Annexure B) or refuse renewal of registration of such dealer who had put in a bad record in which case the remitted revised registration fee shall be refunded. Applications for renewal or registration received after 31st January shall only be considered if the defaulter shall credit a late fee of Rs. 5 under the Head of Account cited in Rule 6 above. Applications for the renewal of registration received after the end of February each year shall not be considered though the defaulters concerned shall have right to apply for a fresh or new registration under Rule 6 above. The Security Deposits of all such dealers who have been issued renewed registration cards shall be valid for the renewed period of registration and that of all the unrenewed registered dealers shall be refunded only on their request to that effect to the Superintendent.

14. Duplicate of Original or Renewed Registration Cards.

- In case the Original or Renewed Registration Card is defaced or lost, a duplicate (Annexure E) of the either shall be issued against the remittance of sum of Rs. 3 by the dealer concerned under the Head of Account stated in Rule 6 above and on producing the original challan concerned together with the original or renewed defaced registration cards or an affidavit in respect of the lost one.

15. Display of Notice Boards.

- Every registered dealer shall display at his shop in a conspicuous place or notice board of size not less than 2" x 3" indicating in Hindi language that the Nationalised Text Books are stocked in his shop for sale together with the time or timings during which the shop shall be kept open for transaction of business. He shall also exhibit in his shop, his registration card together with the price list of Text Books supplied to him free by the Text Books Depot concerned.

16. Submission of Indents for Nationalised Text Books.

- Every registered dealer shall send his indent of Text Books on a prescribed form (Annexure G) to the Text Books Depot concerned together with the receipted original challan in token of having credited under the Head of Account "XLIX Stationery and Printing D Sale of Text Books" the full value of his indent less discount on the face value of the indented Text Books, Cheques, Money Orders or Cash in respect of the indent value shall not be accepted.

17. Issue of Nationalized Text Books.

(a)The dealer shall be entitled to obtain his requirement from the Government Nationalized Text Book Depots, named by the Superintendent, Stationery and Text Books, Madhya Pradesh, Gwalior, Madhya Pradesh, Bhopal on payment of the amount at 10 per cent discount on the face value of the Nationalized Text Books.(b)No order of a face value of less than 100 and more than Rs. 3000/-will be accepted.

18. Supply of indent.

(a)Each Text Books Depot shall register all the indents concerning its jurisdiction in the order of their receipt and effect supply to the concerned indenters according to the registered chronological order as far as practicable.(b)The Text Books Depots shall not be bound to supply any indent in full. The supplies of indents shall be regulated according to the availability of stock in hand.(c)All consignments of Text Books meant for places situate outside the town of the despatching Text Books Depot shall be booked by passenger train F.O.R. to the Railway Station or Out Agency stated in the indents or by regular Bus service at the exclusive risk and cost of the dealer. The packing, forwarding and railway freight only of all supplies meant for despatch to places outside the locations or towns of the Text Books Depots shall be borne by the Government. The dealers shall make their own arrangements to obtain the delivery of the consignment at their respective Railway Stations for or Out Agencies and carry them to their shop or firm at their own expense. In case the dealer refused to obtain the delivery of the consignment of his indent all expenses incurred in packing, forwarding, booking and rebooking as a result of his refusal shall be recovered from his Security Deposit.(d)Railway Receipts and Despatch invoices shall be sent by the Text Books Depots direct to the concerned dealers under registered covers. The said documents may also be sent to the dealers at their own risk by express delivery only on submission of their written requests to that effect alongwith their indents.(e)All such registered dealers who have their shops or forms inside the town where Text Books Depots exist shall receive unpacked supplies of their indents at the counter of their respective Text Books Depot and for which they shall not be entitled to receive collie or conveyance charge up to their shops.(f)Dealers located outside the town of their respective Text Books Depot shall, if they so desire, receive the delivery of their supplies at the counter of their respective Text Books Depot on requests to that effect in their indents concerned, but in that case they shall not be entitled to receive any payment in lieu of packing, forwarding, railway freight, collie or conveyance charge.(g)Text Books once sold or supplied shall not be taken back but defectively printed or bound copies or Text books if returned in unused and unspoiled condition by the dealer concerned within a month from the date of their purchase together with the number and date of despatch voucher and indent against which they were issued to him shall be replaced by fair ones and both ways transportation charges shall be borne by the Text Books Depot concerned.(h)In case of excess supply of Text Books affected inadvertently by the Text Books Depot to a dealer it shall be binding on him either to return such excess supply immediately to the Text Books Depot concerned or remit its cost into the Treasury' under the Head of Account cited in Rule 16 and send the original receipted challan together with the indent covering the excess supply. Transportation charges incurred in returning such excess supply shall be borne by the Text Books Depot concerned.(i)Every care shall be taken by the Text Books Depots in supplying the Text Books and as such all claims for

loss or damage in transport shall be made on the carrier by the dealers concerned. Any defect in the supplies which is attributable is the negligence of the Text Books Depot shall be brought to the notice of the authorities of the Text Books Depot and the Superintendent by the dealers concerned within a week from the date of the receipt of the consignment with all necessary references.

19. Recovery of dues.

- All outstanding dues recoverable from a dealer and not paid within the prescribed period fixed by the Superintendent shall be realised together with the departmental and legal expenses incurred in that behalf as arrears of land revenue.

20. Conditions to be observed by the dealers.

(a)The dealer shall sell Text Books only to the bona fide purchasers at the prices printed on them. He shall charge actual packing, forwarding and postal charges or freight if the Text Books sold by him were to be delivered to the customer through Post or Rail.(b)The dealer shall not provide any additional cover or binding material to the Text Books and on that account fetch additional price over and above the printed price.(c)The dealer shall conduct his sales, from only one shop or Book stall at his own, in the area as specified in his Registration Card, and shall not sign, sublet or transfer to any other party any or whole part of his sale or interest against his agreement.(d)The dealer shall maintain stock account pertaining to the receipts and sales of Text Books and shall submit such reports and returns as the Superintendent may direct to do so from time to time. The dealer's account books shall at all times be open for inspection by the Superintendent or any other Officer authorised by him in this behalf.(e)The dealer shall not grant or allow under any circumstances, rebate, discount, commission, special terms, or offer any other inducement to any purchaser with a view to persuade him to buy Text Books from his shop or firm in preference to that of the other dealer in the district for which he is a dealer.

21. Cancellation of Registration.

- The Superintendent shall cancel or suspend the registration of any dealer without assigning reasons for making good for any loss arising out of such cancellation or suspension and further forfeit his security deposit and take further action that may be deemed fit if a dealer shall-(a)be in default of any of the terms and conditions imposed on him as a result of his registration or by these Rules;(b)Suspend or delay sale of Text Books to the purchasers in spite of stocks available at his shop;(c)not maintain stock of all the Text Books throughout the period stated in his original or renewed registration cards;(d)compel the purchaser to buy any other publications from his stock along with the Text Books;(e)sell his purchased stock of text books to another dealer without obtaining a written permission to that effect from the Superintendent;(f)refuse to obtain the delivery of the consignment of his indent;(g)make the purchasing public lodge with the Superintendent reported complaints regarding the difficulties experienced in obtaining Text Books from his shop or firm.

22. Disposal of Text Books stock on termination of Registration.

- The dealer whose registration shall be cancelled or suspended shall dispose of the residual stock of Text Books in his possession as per directions issued by the Superintendent.

23.

[x x x] [Omitted vide Notification dated 4-12-1970.]

24. Inspection of Dealer's Shop or Firm.

- The Superintendent, Stationery and Text Books, Madhya Pradesh, Gwalior or any other officer authorised by him in their behalf and the officers in charge of all the Text Books Depots shall have the power to inspect the stock, accounts sale arrangements, etc. of all the shops and firms situate in the districts falling under their own jurisdiction.

25. power of the Superintendent.

(a)The Superintendent may at his own discretion add to or subtract from or cancel the registration of the dealers at any time without assigning any reason or prior notice to that effect to the registered dealers.(b)All such matters which have not been covered by the provisions of these rules, or disputes that may arise in regard to the sale of Text Books or otherwise, shall be decided by the Superintendent and his decision on these shall be deemed final and binding on the parties concerned.

26. Delegation of powers.

- The Superintendent may delegate all or any of the powers bestowed on him by these rules to such officers under him as he may deem proper.

27. Power to interpret rules.

- The State Government shall have exclusive power to interpret these rules.

28. Repeal.

- All rules and regulations issued by the integrating States of Madhya Pradesh, Madhya Bharat, Vindhya Pradesh and Bhopal and all rules issued by the new State of Madhya Pradesh as temporary measure are hereby repealed :Provided that anything done or any action taken under the repealed rules before the coming into force of these rules and is not inconsistent with the provisions of these rules be deemed to have been done or taken under the corresponding provisions of these rules. Annexure 'A' (See Rule 6) Application for Registration as A Text Books Dealer To, The Superintendent, Stationery and Text Books, Madhya Pradesh, Gwalior Through The

Tahsildar.....Tahsil.....District.....Sir,I.....offer myself for registration as a Nationalised Text Books Dealer and as such submit hereunder the necessary information for the purpose :-(1)Name of the dealer in full.....(2)Name of the shop or firm owned by the dealer.....(3)Address of the dealer in full.....(4)Years of standing of the shop or firm of the dealer.....(5)Amount invested in the dealer's shop or firm.....(a)Name of Bazar or Mohalla in which the shop is situated...(b)Name of village or Town.....(c)Name of Post Office.....(d)Name of the nearest Railway Station or Out Agency.....(7)Treasury or Bank through which the Registration Fee of Rs. Twenty-five has been remitted.Name of Treasury or Bank.....Challan No..... Date.....DeclarationI have fully and carefully read the Madhya Pradesh Nationalised Text Books Dealers Registration Rules, 1962, and hereby solemnly declare that I myself own the above stated shop or firm purely dealing in the sale of books which is the only business carried out by myself and that I shall undertake to abide by all the terms and conditions contained in the above stated rules together with all the directions that may be issued in this behalf from time to time by the Superintendent.DateSignature of the Dealer.Annexure 'B'(See Rule 10)Original Registration CardRegistration No.....Dated.....This is to certify that Shri.....the owner of the.....situate at..... in village/town [of Tahsil.....] [Strike out the words not required.] district has been registered as dealer for the sale of Nationalised Text Books of Madhya Pradesh Government for above said district for a period commencing from 1st April, 19... to 31st March, 19 under Rule 10 of the Madhya Pradesh Nationalised Text Books Dealer, Registration and Supply Rules, 1963.Gwalior,Dated.....SuperintendentStationery and Text Books,Madhya Pradesh, Gwalior.Annexure 'C'(See Rule 13)Application for the Renewal of Registration as A Text Books DealerToThe Superintendent, Stationery and Text Books,Madhya Pradesh,GwaliorSir,The undersigned hereby apply for the renewal of his previous [Original/Renewed] [Strike out the words not required.] Registration as a Nationalised Text Books Dealer as required under Rule 13 of the Madhya Pradesh Nationalised Text Books Dealers Registration and Supply Rules, 1963. The Original/Renewed Registration Card No..... dated..... is enclosed for doing needful in the matter. The original challan No..... dated..... for a sum of Rupees Ten in respect of renewal fee is enclosed herewith.Dated.....Signature of the dealer.....Address in full.....Annexure 'D'(See Rule 13)Renewed Registration CardRenewed Registration No.....Dated.....This is to certify that the [Original/Renewed] [Strike out the words not required.] Registration of Shri.....the owner of the..... situate at..... in [Village/Town] [Strike out the words not required.] or Tahsil..... district for the sale of Nationalised Text Books of the Madhya Pradesh Government in the above said district has been renewed for a period of one year commencing from 1st April, 19... to 31st March, 19..... under Rule 14 of the Madhya Pradesh Nationalised Text Books Dealers Registration and Supply Rules, 1963.GwaliorDated.....SuperintendentStationery and Text BooksMadhya Pradesh Gwalior.Appendix 'F'(See Rule 15)AgreementThis agreement is made this day of..... 19.. between the Government of Madhya Pradesh acting through the Superintendent, Stationery and Text Books, Madhya Pradesh, Gwalior, (hereinafter called the Superintendent, which expression shall include his successors in office) of the one part, and Shri..... son of..... resident of..... (hereinafter called the Registered Dealer which expression shall, unless inconsistent with the subject or context, include the successors, executors, representatives and

assigns), of the other parts; Whereas the Superintendent had decided to entrust the Regional Dealer with the sale of Nationalised Text Books in Hindi and Marathi (hereinafter called the Text Books) at the place mentioned hereunder subject to the terms and conditions hereinafter appearing; And whereas, the Registered Dealer has agreed to such entrustment on the said terms and conditions; Now therefore, this Agreement witnesseth and it is hereby agreed as follows :-(1)The Superintendent entrusts with the Registered Dealer the sale of Text Books in the..... district for a period of one year ending on 31st March, 19.....(2)The Registered Dealer shall display at his shop in a conspicuous place a notice-board of Size not less than 2" x 3" indicating in Hindi language the time or timings during which the shop shall be kept open for transaction of business and indicating that the Nationalised Text Books are stocked in his shop for sale. He shall also exhibit in his shop his Registration Card together with the price list of the Text Books.(3)The Registered Dealer shall conduct the sale of the Text Books at his shop himself or through his servants.(4)Issue of Nationalised Text Books. - (a) The dealer shall be entitled to obtain his requirement from Nationalised Text Government Book Depots, named by the Superintendent, Stationery and Text Books, M.P., Gwalior on payment of the amount at 10 per cent discount on the face value of the Nationalised Text Books.(b)No order of a face value of less than Rs. 100 and more than Rs. 3,000 will be accepted.(5)The Registered Dealer shall send his indent of text Books on the prescribed form to the Government Text Books Depot of his district (hereinafter called the Depot) together with the receipted original challan in token having credited under the head of "XLIX-Stationery and Printing-D-Sale of Text Books" the full value of his indent discount on the face value of the indented Text Books.(6)Indent once placed by the Registered Dealer with the Depot shall not be cancelled or altered.(7)In the case of the urgent requirement the Depot shall requisition the required number of copies of any of the Text Books held in stock of the Registered dealer which shall be adjusted, by replacement of the same number of copies of the Text Books in the stock of the Registered Dealer.(8)The Depot shall register indents in the order of their receipt and effect supply to the Registered Dealer according to the registered chronological order as far as practicable.(9)The Depot shall not be bound to supply any indent of the Registered Dealer in full. The supplies of indents shall be regulated according to the availability of stock in hand.(10)All consignment of Text Books meant for Registered Dealers whose place of business is not in the same town as the depot shall be booked by passenger train F.O.R. Railway Station or Out Agency. They may also be sent by regular Bus Service at the exclusive risk and cost of the Registered Dealer. Packing, forwarding charges and Railway freight up to the nearest Railway Station only shall be borne by the Government. The Registered Dealer shall make his own arrangements to obtain delivery of his consignment at his Railway Station or Out Agency or Bus Depot and carry them to his shop or firm at his own expense. In the event of delay in taking delivery of the consignments the Registered Dealer shall bear such demurrage etc. as the railway or transport company may charge by reason thereof.(11)Railway Receipts and Despatch Invoices containing instructions about the procedure regarding obtaining delivery of the consignments etc. shall be sent by the Depot direct to the Registered Dealer under registered cover. The said documents may also be sent to the Registered Dealer at his own risk by Express Delivery against his written request to that effect.(12)The Registered Dealer having his shop or firm in the town where Depot exists, shall receive unpacked supplies of his indents at the counter of the Depot and for which he shall not be entitled to receive any collie or conveyance charge up to his shop.(13)The Registered Dealer whose place of business is not in the same town as the Depot, shall, if he so desires, receive the delivery of his supplies at the counter of his Depot on request to

that effect in his indent, but in that case he shall not be entitled to receive any payment in lieu of packing, forwarding, railway freight, collie or conveyance charge.(14)Text Books once sold or supplied shall not be taken back, but defectively printed or bound copies of Text Books, if returned in unused and unspoiled condition by the Registered Dealer to his Depot within a month from the date of their sale or supply shall be replaced by fair ones and both ways transportation charges shall be borne by the Depot.(15)In case of excess supply of Text Books effected inadvertently by the Depot to the Registered Dealer it shall be binding on him either to return such excess supply immediately to his Depot or remit its cost into the Treasury under the Head of account cited above and send the original receipted challan together with the indent covering the excess supply. Transportation charges incurred by the Registered Dealer in returning the excess supply of Text Book shall be borne by the Depot.(16)Every care shall be taken by the Depot in supplying the Text Books and as such all claims for loss or damage in transit shall be made on the carriers by the Registered Dealer and defect in the supplies which is attributable to the negligence by the Registered Dealer within a week from the date of the receipt of the consignment with all necessary references.(17)The Registered Dealer shall sell the Text Books at the price printed on them and not prices higher or lower than those printed on the books. He shall charge actual packing-forwarding and postal charges or freight, if the Text Books sold by him were to be delivered to the customer through post or Rail within the district mentioned above.(18)The Dealer shall not provide any additional cover or binding material to the Text Books and on that account fetch additional price over and above the printed price.(19)The Registered Dealer shall conduct his sale of Text Books from only one shop or bookstall of his own, in the district mentioned above and shall not assign, subject or transfer to any other party any part of his right or interest under this agreement.(20)The Registered Dealer shall have to maintain stock accounts pertaining to the receipts and sale of Text Books and shall submit such reports and returns as the Superintendent may direct to do so from time to time. The dealer's account books shall at all times be open for inspection by the Superintendent or any other officer authorised by him in this behalf.(21)The Officer-in-charge of the Depot shall inspect at any time, the stock, accounts, sale, arrangements etc. of the shop or firm of the Registered Dealer.(22)The Registered Dealer shall not grant or allow under any circumstances a rebate, discount, commission, special terms, or offer any other inducement to any purchaser with a view to persuade him to buy Text Books from his own shop or firm in preference to that of the other Registered Dealer in the district mentioned above.(23)The Superintendent shall cancel or suspend his agreement without assigning any reasons or making good for any loss arising out of such cancellation or suspension and further forfeit the security deposit of the Registered Dealer and take further action that may be deemed fit, if the Registered Dealer shall(a)be in default of any of the terms and conditions imposed on him by agreement or as a result of his registration under Registration Rules, 1963;(b)suspend or delay sale of Text Books to the purchaser in spite of stock available at his shop;(c)not maintain stock of all the Text Books, throughout the period stated in his Registration Card;(d)compel the purchaser to buy any other publications from his stock alongwith the Text Books;(e)sell his purchased stock of Text Books to another Registered Dealer or otherwise without obtaining a written permission to that effect from the Superintendent;(f)refuse to issue a cash memo on demand by the purchaser;(g)make the purchasing public lodge with the Superintendent repeated complaints regarding any difficulty experienced in obtaining Text Books from his shop or firm;(24)The Registered Dealer whose registration is cancelled or suspended shall dispose of the residual stock of Text Books in his possession as per directions issued by the Superintendent.(25)In case the Government discontinue

any of the Text Books the residual stock of such unsold, unspoiled and unused Text Books as shall lie in the possession of the Registered Dealer shall be received back by his Depot :Provided the stock of such Text Books is delivered by the Registered Dealer free of all transportation charges whatsoever to his Depot within a fortnight from the date of publication of such discontinuance.(26)The decision of the Superintendent in respect of any matter referred to in this agreement shall be final and binding on the Registered Dealers.(27)The security deposit of Rs. 100 - or such balance thereof as maybe left after making deductions therefrom under the terms hereinbefore contained, shall be refunded to the Registered Dealer after the Superintendent is satisfied that all the terms and conditions of this agreement have been duly performed and observed by the Registered Dealer and that no claim under this agreement remaining enforceable against him.(28)Any sum falling due from the Registered Dealer under this agreement shall be recovered from him as an arrear of land revenue.(29)The Registered Dealer shall bear the stamp duty payable on this agreement.(30)In witness whereof the parties here to have set their hands hereunto on the date and year written in each case.....Superintendent, Stationery and Text Books, Madhya Pradesh, Gwalior (On behalf of the Governor) Witnesses-(1)....(2)....SignatureFull Name.....Dated.....(1).....(2)....Address of the Registered Dealer.....Dated.....Annexure 'E' (See Rule 14) Duplicate Registration Card Duplicate Registration Card No.....Dated.....This is to certify that Shri..... the owner of..... situate at in Village/Town of Tahsil..... District..... the Dealer of Nationalised Text Books of the Madhya Pradesh Government registered in the above said district for a period of one year commencing from the 1st April, 19 , to 31st March. 19....., has been issued this Duplicate Registration Card in lieu of his ["defaced/List"] [Strike out the words not requires]/[original/renewed] [Strike out the words not requires] Registration Card as he has fulfilled all the requirements of Rule 14, of the Madhya Pradesh Nationalised Text Books Dealers Registration and Supply Rules, 1963. Superintendent, Stationery and Text Books, Madhya Pradesh, Gwalior Gwalior Dated.....Annexure 'G' (See Rule 16) Indent From The Registered Text Books Dealers [Not reproduced].