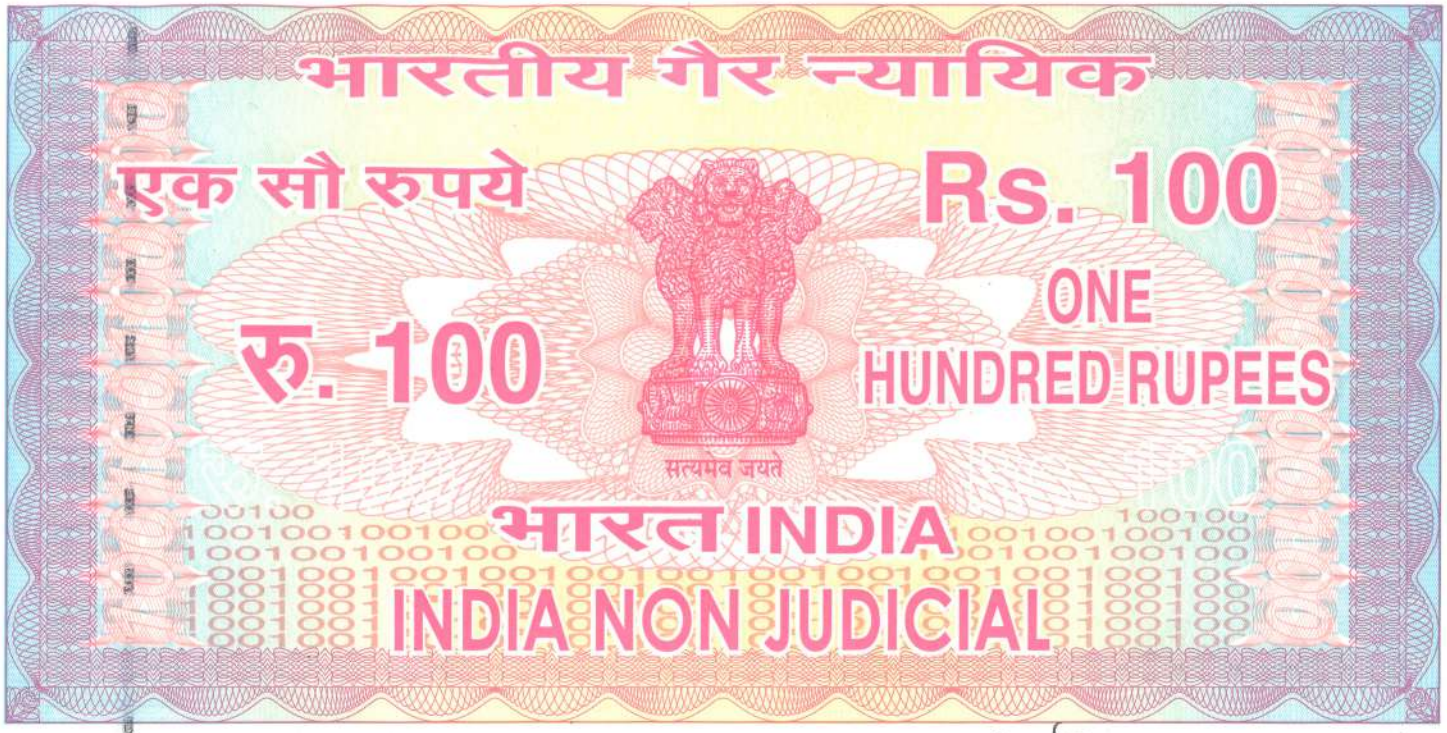


தமிழ்நாடு तमिलनाडु TAMILNADU

29 AUG 2026

MSTC Limited,

FG 766839

R. VISWANATHAN
STAMP VENDOR
L.No. 6279/B3/1989
KODAMBAKKAM, CHENNAI

SELLING AGENCY AGREEMENT

1.0 THIS AGREEMENT made on this **16th September, 2026** between ***The Commissioner Usilampatti Municipality*** having its office at ***Usilampatti Municipal office, DEO office street, Theni main road, Usilampatti- 625 532*** hereinafter called "the Principal" (which expression shall unless excluded by or repugnant to the context be deemed to include its successors and assigns) on the one part;

And

MSTC Limited (A Govt. of India Enterprise) incorporated under the Companies Act, 1956 and having its registered office at Plot No. CF18/2, Premises No. 16-0175 Action Area 1C, New Town, Kolkata-700 156. India and represented by its regional office at 3rd floor, ISPAT Bhavan, No.5 Kodambakkam High Road, Chennai - 600 034 hereinafter called "MSTC" (which expression shall unless excluded by or repugnant to the context be deemed to include its successors and assigns) on the Other part ;

2.0 WHEREAS MSTC has approached the PRINCIPAL with a request to engage MSTC as Service Provider for selection of lessee of all Shops, Canteen and Other Assets and Properties of PRINCIPAL along with scrap disposal through MSTC's Auction web site www.mstcecommerce.com.

MSTC LTD. CHENNAI-34 SR.O.(A GOVT. OF INDIA ENTERPRISE)

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USILAMPATTI MUNICIPALITY

3.0 WHEREAS the Principal has agreed to engage MSTC as Service Provider for the purpose on the terms and conditions mentioned hereinafter;

4.0 NOW it is hereby agreed and declared by the parties hereto as follows:

4.1 This Agreement covers selection of lessee of all Shops, Canteen And Other Assets and Properties of PRINCIPAL along with scrap disposal through MSTC's Auction website www.mstcecommerce.com as mentioned in clause-2.0 above;

4.2 In addition to the above, add-ons to the category may be effected through this agreement on mutual consent.

5.0 **DURATION OF CONTRACT:**

The Agreement will remain valid till either party terminates the agreement by giving advance notice of 3 (Three) months to the other party.

6.0 **QUANTUM OF BUSINESS:**

This contract by itself does not commit the Principal as to the quantum of business to MSTC.

7.0 **NATURE & SCOPE OF SERVICE & RESPONSIBILITY OF MSTC:**

7.1 MSTC shall conduct e-auction directly and in no case the appointment of any dealer/ trader/ auctioneer for the purpose will be considered.

7.2 MSTC will offer guidance in regard to making of lots for the purpose of e-Auction and will act on the basis of the list of properties received from the Principal.

7.3 Since e-Auction, is a web-based system, all publicity of the sale will be made by MSTC through MSTC's website and no press advertisement will be required and e-auction notices will be sent by email to all registered bidders of MSTC on all India basis. However, MSTC is not concerned with the Principal's decision to release a press advertisement at their own expense..

7.4 On the close of any auction Principal will receive a system generated Email indicating the status of the Auction. The Principal shall have access to the Bid Sheet of any completed auction.

7.5 Government Guidance Price / Reserve Price must be fixed and entered by the Principal (with its secret Password) in the website, which will be accessible by the designated/ authorized officer of the Principal only, and none else, for the properties. In case the Government Guidance Price /Reserve price is not entered by the principal prior to commencement of the Auction, the lots for which the Government Guidance Price / reserve prices have not been entered shall stand automatically withdrawn by the system.

7.6 If, in respect of any item(s) covered under the Selling Agency Agreement, it is desired by the Principal to have a market survey, the costs for the same will have to be borne by the Principal. The market survey could be done by Principal themselves or by engaging consultants.

7.7 MSTC shall collect Pre-Bid EMD and Security Deposit through its payment gateway from the successful bidder and forward the same to the Principal after deduction of MSTC service charge and taxes. Terms of payment would be as per the catalogue of e-Auction.

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7.8 MSTC shall prepare and issue Payment Confirmation Letter after receipt of the payments from the bidders for scrap disposal.

7.9 MSTC shall ensure follow-up of orders booked, on behalf of the Principal by e-Mail.

7.10 Principal will have access to the bid sheet after the close of the e-auction. MSTC shall send Sale Intimation Letter (SIL) for all approved lots to Bidders (along with a copy to Principal), for which the highest bid received, is equal to or more than the Government Guidance Price / reserve price. For the remaining lots with status as Subject To Approval (STA), Principal shall take its own decisions, for final approval or otherwise, within the validity period of offer or getting approval from their counsel, whichever is earlier, of the e-Auction. MSTC will not have access to the Reserve price entered by the Principal, hence the approval/ rejection of the lots would be done by Principal.

8.0 NATURE & SCOPE OF RESPONSIBILITY OF THE PRINCIPAL:

8.1 The Principal shall provide MSTC with the list of properties with detailed specifications and descriptions, locations, and special remarks or any sort of restriction, if any. The Principal shall not amend/ alter or modify the lot after the auction is declared open and live. All such amendments/ alterations/ modifications shall be made prior to commencement of auction and intimated to MSTC in writing for notifying the prospective bidders sufficiently in advance.

8.2 The Principal shall cause to effect deliveries to the bidders as per auction terms. Any disputes/ conflicts arising while effecting deliveries to successful bidders over which MSTC has no control, shall be dealt with by the Principal.

8.3 The Principal shall be responsible for monthly rent collection and issuance of rent receipt.

8.4 The Principal may monitor the auction and will be able to view the bid history etc., during the continuation of the E-auction.

8.5 MSTC shall provide its standard terms and conditions of to the Principal. The Principal will not insist on MSTC for any deviation from standard terms of sale of MSTC.

9.0 SERVICE CHARGE:

9.1 MSTC shall be entitled to a service charge of @1% (One percent) (excluding GST) of the value of the twelve months' rent/ Annual rent/ forfeited amount irrespective of the lease period and a service charge @3% on the sale value of materials/scrap disposed of through e-auction (excluding GST) on the basis of actual sales realized, arrived on the basis of the value of the Delivery Order (D.O.) issued through the auctions. GST as applicable on Service Charges shall be payable extra by Principal.

9.2 Service Charge will be calculated on the amount realized as per clause no 9.3 & 9.4. The service charge as mentioned above will be applicable on forfeited EMD/ Pre Bid EMD also.

9.3 Bidder shall be directed by MSTC to make the Pre-Bid EMD and Security Deposit payment to MSTC through e-payment mode only. MSTC shall retain its service charge (**plus GST on the service charge amount less TDS on service charge amount**) and forward the balance payment to the principal. The payment shall be forwarded to the Principal within three working days of receipt of the same from the bidder. The details of payment shall be mentioned in the Payment confirmation letter. Service Charge bills digitally signed by MSTC shall be sent to Principal, by e-Mail, within one week after issuance of payment confirmation letter. Principal shall be responsible for depositing the TDS with the Govt. as per rules and TDS certificate will be provided by Principal to MSTC after filing of return.

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9.4 Service Charge will be calculated on the monthly rent quoted by bidder multiplied by twelve months or annual rent in case of lessee selection.

10.0 STANDING COMMITTEE FOR IMPLEMENTATION OF THE AGREEMENT:

10.1 The Principal and MSTC will nominate one official each for dealing with all matters relating to this Agreement. The working arrangements for implementing the provisions of this Agreement shall be mutually discussed and decided upon.

11.0 EXECUTION OF SALE CONTRACT:

11.1 Sale Contract(s) of the Principal existing at the time of execution of this Agreement will continue to operate and will not come under the purview of this Agreement. Similarly, at the expiry of this Agreement, the orders booked by MSTC will continue to operate as if this Agreement continues till the execution of those orders.

12.0 HANDLING OF SUITS:

Since MSTC will only act as Selling Agent/Service Provider to the Principal who is the Owner/Principal of the materials, all litigations including Arbitration, if any invoked by the Bidders shall be exclusively dealt with by the Principal irrespective of whether MSTC is joined in such proceedings as a party or not. It shall be responsibility of the Principal to handle all suits/ legal proceedings including Arbitration that may initiated by or against any bidder and to defend itself in all such proceedings at its own costs and expenses. The competent officials of the Principal shall be also required to appoint the Sole Arbitrator in case request for such appointment is made by Bidder/ Customer in terms of the relevant Tender/ Auction/ e-Auction Clauses. If court case arises on the fault of M/s MSTC, then responsibility will be of M/s MSTC, Chennai.

13.0 JURISDICTION OF THE COURT:

Any dispute arising out of this agreement shall be subject to exclusive jurisdiction of the local court(s) where the agreement shall be executed in all matters under this agreement.

14.0 AMENDMENT:

14.1 Any amendment to this Agreement would be enforceable only if made in writing and duly signed by authorised representatives of the parties hereto.

15.0 FORCE MAJEURE CLAUSE:

15.1 If, any time during the continuance of this Agreement, the performance, in whole or in part by either party, of any obligation under this Agreement be prevented or delayed by reason of any war, hostility, act of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lock-outs, Technical and/or connectivity failure which is entirely beyond the control of MSTC etc. or acts of God (hereinafter referred to as 'events') provided notice of happening of any such eventuality is given by the affected party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such event have any claim for damages against the other in respect of such non-performance or delay in performance, provided further that if the performance in whole or part of any obligation under this Agreement is prevented or delayed by reasons of any such event for a period exceeding sixty days, the parties shall try to arrive at an amicable settlement, failing such settlement the Principal may terminate this Agreement at its sole discretion and at such event MSTC shall be bound to pay all the expenses and other moneys recovered from the bidders to the Principal forthwith.

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16.0 TERMINATION:

16.1 This Agreement shall be subject to termination with clear 3(three) calendar months' notice in writing from either side before the expiry of the contract.

17.0 ARBITRATION CLAUSE:

17.1 In the event of any dispute or difference relating to the interpretation and/or application of the provisions of this Agreement, such dispute or difference shall be resolved through Administrative Mechanism for Resolution of CPSEs Disputes (AMRCD) as mentioned in DPE OM No.4(1)/2013-DPE(GM)/FTS-1835 dated 22.05.2018.

18.0 OTHER CONDITIONS:

18.1 MSTC LTD shall act only as a Service Provider for conducting e-auction and it shall not be party to any dispute arising between the Principal and the bidder(s) for any matter other than the conduct of the e-auction process.

18.2 Since properties being leased shall never come under the custody or possession of the MSTC Ltd, no complaint from the bidders on account of properties shall lie against MSTC LTD.

18.3 MSTC shall not be responsible for any inconvenience caused due to any disruption in internet service at bidders' end.

19.0 APPLICABILITY OF LAWS:

19.1 The Agreement shall be governed by the Indian Laws for the time being in force.

IN WITNESS WHEREOF the parties hereto have subscribed their respective hands on the day, month and year first above written.

Signed and delivered

For and on behalf of

The Commissioner Usilampatti Municipality

26/9/24

Designation: Commissioner

COMMISSIONER
USILAMPATTI MUNICIPALITY

WITNESS:

26/9/24

MUNICIPAL OFFICE,
USILAMPATTI.

Signed and delivered

For and on behalf of

MSTC LIMITED

जे. दामोदरन / J. DAMODARAN
क्षेत्रीय प्रबंधक / Regional Manager
दक्षिणी क्षेत्रीय कार्यालय / Southern Regional Office
एमएसटीसी लिमिटेड / MSTC LIMITED

(Mr. J.DAMODARAN)
Regional Manager, (SRO)

WITNESS:

कृते एम एस टी सी लिमिटेड
For M S T C LTD.
मयंक हर्षवर्धन जैन / Mayank Harshvarden Jain
प्रबंधक / Manager