

## AGREEMENT

This agreement made on the  day of  between Sh   
S/o Shri  Caste  Resident of village  Post office  Tehsil   
District  H.P.(Fish Farmer) hereinafter referred to as the first party, and the Fish Farmer's  
Development Agency, Himachal Pradesh, through Chief Executive Officer, hereinafter referred to as  
the 2<sup>nd</sup> party.

Whereas the first party has applied to the Chief Executive Officer, Fish Farmer's Development Agency, Himachal Pradesh, through the District Fisheries Officer Bilaspur District for subsidy of Rs 4,000 (Rs. Four Thousand only) only for the purpose of Construction of Running Water Unit.

AND WHEREAS the Chief Executive Officer, Fish Farmer's Development Agency, Himachal Pradesh has accordingly agreed to the grant of said subsidy to the first party subject to the terms and conditions laid down in rules governing grant of subsidy to Fish Farmers and Fishermen in Himachal Pradesh.

Now these presents witness and the parties mutually agrees as follows:-

1. That the sum of subsidy of Rs 4,000 (Rupees Four Thousand only ) only shall be paid in three equal installments by the second party to the first party as under:  
First instalment shall be released on the completion of half work; and 2<sup>d</sup> instalment shall be released on the completion of the entire work as detailed in the estimates.
2. That the first party shall utilise the subsidy strictly for the purpose it has been sanctioned i.e. for the construction/renovation of tank/pond /check dam.
3. That the first party agrees to undertake works/jobs in accordance with the estimates formed by the Junior Engineer of the FFDA. The 2<sup>d</sup> party does not allow the first party for any deviation from the works shown in the estimates framed for the purpose.
4. The first party shall utilise the subsidy for the purpose it has been granted and undertake the works according to the estimates.
5. That in case of any departure by first party in undertaking any part of the works accorded to the estimates, the 2<sup>d</sup> party under this deed shall recover whole of the amount already paid to the first party in lump sum as arrears of land revenue under the prevailing Himachal Pradesh Land Revenue Act.
6. The first party fully agrees to abide by the directions, advises and instructions given by the 2<sup>d</sup> party from time to time in regard, to the development of intensive fish culture in the water area hired by him or provided to him.
7. The first party agrees to undergo training in fish culture at the place selected by the 2<sup>d</sup> party. The party undertakes to refund the entire expenditure as estimated by the 2<sup>d</sup> party for the entire duration of the training, if the first party leaves the training in between.
8. The first party accepts the water agrees given to him on own land or/ on lease for a period of --- years for the development of fisheries by him. The first party also agrees to pay the lease amount, so fixed, in time to the Gram Panchayat concerned.
9. As the first party is not interested in raising the loan from any Bank, and as such the first party agrees to raise the balance amount of the estimates cost for the renovation of the foregoing pond from his own resources.
10. The first party agrees to inform the 2<sup>d</sup> party about the weightment of fish caught and revenue earned by way of sale of fish from the pond every year.

11. The first party agrees to repay the loan taken from the Banks in time as stipulated. The first party further agrees that the 2<sup>nd</sup> party has full authority to collect the amount from him, in case of any default.
12. That in case of death, insolvency, insanity of the first party or his otherwise becoming incapable for repayment of loan or in case of his utilising the subsidy for the purpose other than that specified hereinbefore or in case of breach of any of the condition of the grant of loan or subsidy, the first party binds itself and successor(s) in interest including the surety and his successor(s) in interest to be personally liable for the repayment of loan of subsidy alongwith the interest to the 2<sup>nd</sup> party.
13. The first party agrees to offer full opportunities to the representative(s) of the 2<sup>nd</sup> party to examine the books of account sale proceeds, and the pond where the first party is carrying out the fish culture.
14. The first party undertakes that it would execute fish culture operations with honesty and sincerely and would take effective care of fish. The first party will not put forth any excuse particularly of the nature of theft as a reason for any non-payment of dues.
15. In witness where of both the parties have signed.

Witness:-

1. Signature

Complete address

Signature/Thumb  
impression of the  
First party



2. Signature

Complete address

for and on behalf of the  
Chief Executive Officer,  
Fish Farmer's Development Agency,  
Himachal Pradesh.