

AGREEMENT

(For Purchase of Inboard / outboard Engine on subsidy by fishers/ tribes of Andaman and Nicobar Islands for motorization of traditional craft Under Centrally Sponsored Scheme)

This agreement is made at Port Blair on the day of
20..... between, Shri..... s/o
..... R/o bearing fishing craft
registration No. and Fishing licence No..... in the
District of here-in-after referred to as “Beneficiary”
(which expression shall includes the successors and assigns) of the FIRST
PART, and

The President of India acting through the Assistant Director of Fisheries,
Department of Fisheries, Andaman and Nicobar Administration, Port Blair
here-in-after referred to as “Administration” (which expression shall includes
his successors and assigns) of the SECOND PART.

Whereas, the beneficiary has applied to the Administration for providing of
subsidy for procurement of Nos. Inboard/ Outboard engine of
..... brand having capacity ofHP and Engine No....., the
Administration has agreed to provide Rs. (Rupees
..... only) being the 50% cost of the Inboard/
Outboard engine as subsidy to the Beneficiary for procurement of
Nos. of Inboard/ Outboard engine.

Now, it is hereby agreed between the parties here to that in consideration of
the grant of subsidy for procurement of Inboard/ Outboard engine by the

Administration, the Beneficiary agrees with the Administration as here in after mentioned:

1. The Beneficiary will be given an amount of Rs.
(Rupees only) as subsidy after procurement of No. of Inboard/ Outboard engine of HP capacity from M/s (Name of the Supplier) and its successful installation in the boat of Shri within 60 days from the date of sanction of the subsidy under Centrally Sponsored Scheme.
2. The Administration will release of subsidy to the beneficiary through the Bank wherever Bank loan is involved or to the agency that supplies the Inboard/ Outboard engine where Bank loan is not involved through cheque or reimbursement of subsidy to the Beneficiary through cheque.
3. The Beneficiary agrees to pay license fee, fuel charges and others what so ever payable for or in respect of the said Inboard/ Outboard engine.
4. The Beneficiary agrees that assets created out of the subsidy shall not be disposed off or sold.
5. The Beneficiary agrees that during the period of agreement, he will not dispose off, pledge or mortgage the Inboard/ Outboard engine or any part thereof to anyone one except for mortgage in favor of any nationalized bank for securing a loan for making the cash payment of Inboard/ Outboard engine to the supplier.

6. The Beneficiary agrees to keep the Inboard/ Outboard engine in perfect working condition and carry out repairs when ever necessary at their own expense.
7. The Beneficiary shall permit any officer authorized by the Administration to examine the condition of the Inboard/ Outboard engine.
8. If at any time the Inboard/ Outboard engine is found neglected or abandoned, it shall be lawful for the Administration or the officer authorized by it to order the seizure of Inboard/ Outboard engine and also to recover the subsidy given with an interest of 8% per annum from the Beneficiary.
9. If at any time during the period of agreement the Administration notices that the Beneficiary misuse or misutilize the Inboard/ Outboard engine for the purpose other than fishing purpose the subsidy amount shall be recovered from the Beneficiary with an interest of 8% per annum.
10. This agreement shall remain in force for a period of three years.
11. In the event of any dispute or difference arising between the parties here to in respect of or in relation to this agreement or any provisions herein contained during the subsistence of this agreement, the same shall be referred to the Sole Arbitrator appointed by the Dev. Commr-cum-Secretary (Fy.), Andaman and Nicobar Administration, under the provisions of the Arbitration and Conciliation Act 1996. The Arbitration proceedings shall be held at Port Blair.

12. In case of the breach of any condition of this agreement by the Beneficiary, the Administration shall have the right to withdraw the subsidy by adopting legal methods.

13. The Beneficiary hereby agrees to bear and pay all the cost/ charges and the expenses incidental to the preparation and the execution of this agreement.

14. The Beneficiary hereby agrees to authorize the Administration to pay directly to the Bank out of the subsidy amount sanctioned by the Administration such amount due to be paid to the Bank towards loan alongwith interest, granted by the Bank for purchase of Inboard/ Outboard engine for which the subsidy is sanctioned.

IN WITNESS WHEREOF the parties herein below have executed these presents on the day, month and year first above written.

Signed and delivered
(Name & Signature of the Beneficiary)
For and behalf of

.....

In the presence of

- 1.
- 2.

Signed and delivered for and on behalf of
(Name & Signature)
Assistant Director of Fisheries,
Fisheries Zonal Office,
South Andaman / North & Middle Andaman / Nicobar
(For and on behalf of the President of India)
(Seal)

In the presence of

- 1.
- 2.