

UT Plan

AGREEMENT BOND

(To be made in Rs.10/- non-judicial stamp paper)

(For Purchase / Construction of New Mechanized / Motorised fishing boat by local unemployed youth / entrepreneurs / Tribes)

This agreement is made this day of 20 between Sri/ Smt. s/o/ w/o/ d/o aged about years, residing at hereinafter referred to as **Beneficiary** (which expression shall unless repugnant to the subject or context or meaning thereof be deemed to include his/ her/ their respective heirs, executors, administrator, legal representatives and assignees) of the FIRST PART, and

The Zonal Assistant Director of Fisheries, Andaman and Nicobar Administration, Port Blair, herein after referred to as the **Administration** (Which expression shall unless repugnant to the subject or context or meaning thereof be deemed to include its successors and assignees) of the SECOND PART

NOW WHEREAS:

1. The Administration has framed a programme called **“Construction/ purchase of new mechanized/motorised boats”** under the UT- Plan with a view to encourage the individuals/ fishers of Andaman & Nicobar Islands to go for Offshore/ Deep Sea fishing activities by granting subsidy to the beneficiary to purchase / construct a new mechanized/motorised fishing boat and the said beneficiary agrees to the terms and conditions laid down under the said programme.
2. The 1st party has applied to the Govt., for construction/ purchase of nos. of Mechanized / motorised fishing boat of sizeOAL on% cash payment% of subsidy and% of loan.

3. Whereas the 2nd party after consideration of the application has agreed to provide subsidy for construction / purchase of boat to the 1st party.
4. The 1st party agrees to obtain the subsidy amount from the 2nd party as per the conditions contained in this agreement.
- 5.. 1st party also agrees to avail the loan from bank when required at interest rate fixed by the bank.

NOW THIS AGREEMENT WITNESSETH and it is hereby agreed by and between the parties here to as under:-

- a) The Beneficiary agrees to construct/ purchase one new mechanized/motorised fishing boat Craft from M/s. (Name & Address of the Boat Manufacturer/ Supplier) in accordance with the drawing, design and cost of the new mechanized/motorised fishing boat as approved and sanctioned by the Administration within nine months from the date of sanction of loan.
- b) The Beneficiary agrees to purchase/ complete the construction of new mechanized/motorised fishing boat and carry out its commissioning within a period of not more than nine months from the date of sanction of subsidy by the Department.
- c) The Beneficiary agrees to inform the purchase / completion of construction and commissioning of new mechanized/motorised fishing boat to the concerned Assistant Director of Fisheries within the time prescribed alongwith original bills/ invoices towards the expenditure incurred for the new mechanized/motorised fishing boat.
- d) The Beneficiary agrees to register/ obtain fishing license for the new mechanized/motorised fishing boat and fisher Identity cards for crews as applicable under Act/ Regulation/ Rules in force in Andaman & Nicobar Islands.
- e) The Beneficiary agrees not to sell/ transfer/ dispose of the new mechanized/motorised fishing boat or any part thereof for any reason and the new mechanized/motorised fishing boat shall continue to be used / operated for at least 05 years in Andaman & Nicobar waters.
- f) The Beneficiary agrees to engage trained personnel as per the norms for manning the new mechanized/motorised fishing boat of which atleast 60% manpower has to be employed locally from the Andaman and Nicobar Islands.

- g) The Beneficiary agrees to furnish all the information sought by the Administration and furnish such other periodical statement in such form and by such dates as may be prescribed by the Administration from time to time.
- h) If the Beneficiary fails or neglects to forthwith execute such further documents as may be required by the Administration or to duly comply with any directions given to it by the Administration,
If the Beneficiary fails to operate the new mechanized/motorised fishing boat atleast for five years, the Beneficiary agree to repay the whole subsidy amount with interest thereon @ of 14% (fourteen percent) per annum or such other higher rate as the Administration may decide from time to time from the date of disbursement of the subsidy till the re-payment to the Administration.
- i) The Beneficiary agrees to permit any person or persons authorized by the Administration in that behalf at any time and from time to time during the usual time of the business, to inspect and examine any part of the new mechanized/motorised fishing boat and shall render to him / them such assistance as may be required for the purpose aforesaid. The Beneficiary agrees to furnish the Administration or to such person or persons as aforesaid all such information relating to the said new mechanized/motorised fishing boat as may be required by such person or persons.
- j) The Beneficiary agrees to observe and perform all instructions and directions that may be issued from time to time by the Administration in relation to utilization of the said sum of Rs
(Rupees..... only) and shall for five years herein after submit to the Administration yearly / periodical progress report on the working of the new mechanized/motorised fishing boat at the time and in the form prescribed by the Administration or any of his authorized representatives.
- k) In the event of any dispute or differences arising between the first party and the second party here to in respect of or in relation to this agreement or any provision herein contained during the subsistence of this agreement, the same shall be referred to the Secretary (Fisheries), A & N Administration. The decision of the Secretary (Fisheries), A & N Administration shall be final and binding on both the parties.
- l) 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.

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
M/s
(Seal)

In the presence of
1.
2.

Signed and delivered for and on behalf of
(Name & Signature)
Director of Fisheries
Andaman and Nicobar Islands,
Port Blair
(Seal)

In the presence of
1.
2.

Signed and delivered for and on behalf of
(Name & Signature)
(Name & Address of the Bank)
(Seal)

In the presence of
1.
2.

AGREEMENT BOND

(For Purchase / Construction of New Mechanized /Motorized fishing boat by Cooperative Societies)

This tripartite agreement made at Port Blair, A & N Islands on this.....day oftwo thousand..... between Shri.....Secretary/ President M/s.....bearing Registration No..... having its registered office at..... ..in the District of.....(hereinafter called the 1st party' which expression shall include their successors and assigns) on the 1st part, the Chairman Andaman & Nicobar Fisheries Cooperative Federation Ltd. bearing registration No..... having its office at..... (herein after called the Federation which expression shall include their successors and assigns) on the 2nd part , and the President of India, acting through the Assistant Director of Fisheries, A & N Islands, Port Blair (here-in-after called the "Government" which expression shall include his successors and assigns) on the 3rd part :-

Now the agreement with ness as follows :-

1. Whereas the 1st party has applied to the Govt., for construction/ purchase of nos. of Mechanized / Improved design of fishing boat of sizeOAL on% cash payment% of subsidy and% of loan.
2. Whereas the 2nd party agrees to constructed the mechanized boats and supply to beneficiaries through their respective fisheries co-operative society by availing 50% cost of the boat as loan to be provide to the societies on interest.
3. Whereas the 3nd party after consideration of the application has agreed to provide subsidy for construction / purchase of boat from M/s.....Address..... at a total cost of Rs..... each through the 2nd party.
4. The 2nd party agrees to obtain the subsidy amount from the 3rd party and route to the 1st party as per the conditions contained in this agreement.
5. Ist party also agrees to avail the loan from 2nd party at interest rate fixed by the board of management of the 2nd party.

6. The 1st party agrees for conversion of the Govt. subsidy into loan, in case of mis-utilization of the subsidy sanctioned by the 3rd Party.
7. The 1st agrees that in the event of construction of boat locally, the subsidy amount shall be released in stages as may be fixed by the Govt.
8. The 1st party agrees that in the event of construction of boat locally the subsidy amount from stage –II onwards shall be released after satisfactory inspection of the completed works at site by the Govt./Federation
9. The 1st party agrees that the final payment of 20 % of the subsidized cost shall be made on completion of wiring/ painting/ fixing of life saving/ fire fighting appliances in the boat and on certification by the competent authority with regard to sea worthiness of the boat .
10. The 1st party shall insure the boat for its total book value against all risks and the insurance shall be renewed every year.
11. The 1st party agrees to keep the boat in perfect working condition and to carry out repairs whenever necessary at his own expenses and to intimate the Govt. against any loss or damage that may be caused to the boat or any part thereof.
12. The 1st party agrees to use the boat for conducting fishing operation only in the fishing zone stipulated in the fishing licence to be obtained under the A & N Fisheries Regulation 2003 and rules framed there under or any other Regulation / Rules notified.
13. The 1st party shall permit any officer authorized by the Director of Fisheries/ Federation to examine the condition of the boat in such a manner as the said officer may deem fit.
14. If at any time the boat is found neglected or in abandoned condition, it shall be lawful for the Govt. or any officer authorized by it to order the seizure of the boat and to effect recovery from the 1st party the salvage or transportation charge or any other expenditure incurred by the Govt./ Federation
15. If at any time during the period of agreement the Govt./ Federation notice that the 1st party has misused or utilized the boat for purposes other than fishing the amount subsidized shall be turned into loan and shall be recovered from the 1st party.

16. 1st party agrees to sell the fish/shell fish caught by using the fishing craft and gear at the local market as per the rates fixed by the Price Fixation Committee / PRI's.
17. The 1st party agrees to pay the duties, licence fee, taxes and other charges whatsoever payable for in respect of the said boat.
18. This agreement shall remain in force for a period of eight years from the date of execution.
19. In the event of any dispute or differences arising between the first party, second party and third party here to in respect of or in relation to this agreement or any provision herein contained during the subsistence of this agreement, the same shall be referred to the Secretary, in-charge of Fisheries, A & N Administration. The decision of the Secretary (Fisheries), A & N Administration shall be final and binding on both the parties.
20. Incase of non complains of the terms and conditions by the Federation, the 2nd party agrees to return the subsidy amount to the Govt. along with interest thereof.

I. For and on behalf of the 1st Party set their hands the day the month and year first above written.

Name and Address

Sign

- 1.
- 2.

Witnesses

- 1.
- 2.

II. For and on behalf of the 2nd Party set their hands the day the month and year first above written.

Name and Address

Sign

- 1.
- 2.

III. In witness thereof Shri _____ Assistant Director of Fisheries, A & N Islands for and on behalf of the President of India.

**Assistant Director of Fisheries
A & N Islands
(Sign and Seal)**

Witness

1.

2.

UNDERTAKING

(For financial assistance @Rs. 5000/- per pond to renovate the existing pond for fresh water fish culture)

I, Shri.....S/o.....R/o.....do hereby undertake that :-

- i) I shall utilize the financial assistance of Rs. 5000/- sanctioned to me by the Director of Fisheries, A & N Islands vide order No..... dt..... for the renovation of earthen pond existing in my land/ leased land under Survey No.....at..... (Village and Tehsil)
- ii) I shall carry out the renovation work as per details given by the Director of Fisheries or his authorized representative by engaging local labourers.
- iii) I shall complete the renovation work within the time stipulated by the Fisheries department and on completion of the renovation work I shall furnish a work completion report to the Fisheries department.
- iv) I shall utilize the renovated pond for the purpose of fresh water fish culture in the method / guidelines recommended / suggested by Fisheries department.
- v) I shall not utilize the financial assistance for any purpose other than the purpose for which it is sanctioned by the Director of Fisheries, A & N Islands.
- vi) I shall not lease / mortgage / pledge the pond in favor of any person / agency for a period of five years from the date of renovation.
- vii) I agree to sell the fish cultured in the pond at the local market as per the rates fixed by the Price Fixation Committee / PRI's.

**Name & Signature / LTI
Address**

Witness

1.

2.

Date :

Accepted By

**Assistant Director of Fisheries
(Name, sign, seal & date)**

AGREEMENT BOND

For Procurement of Fish transport vehicle / Tricycle on 50% subsidy to Fishermen / Fisheries Cooperative Society.

This agreement is made at Port Blair on this date between, Shri....., Secretary of M/s..... having its registered office at in the District of (Here-in-after called the "First Party", which expression shall includes the successors and assigns) of the one 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 called the "Government", which expression shall includes his successors and assigns) of the other part: -

Whereas the first party has applied to the Govt. for providing of subsidy for procurement of Fish Transport Vehicle and the Govt. have agreed to provide Rs. as subsidy for procurement of Fish Transport Vehicle.

Now, it is hereby agreed between the parties here to that in consideration of the grant of subsidy for procurement of Fish Transport Vehicle by the Govt., the first party agree with the Govt. as here in after mentioned.

1. The first party will be given a amount of Rs. (Rupees) subsidy for procurement of Fish Transport Vehicle.
2. The First party which has been granted subsidy shall utilize the money in the manner approved by the Assistant Director of Fisheries, Department of Fisheries.
3. The first party has agreed that no part of the subsidy shall be utilized for purposes other than those for which it is sanctioned.
4. The first party shall maintain its accounts and records in such forms as may be prescribed by the Assistant Director of Fisheries, and shall keep them upto date.

5. The first party shall also furnish any return or report which the Zonal Assistant Director of Fisheries may prescribe regarding utilization of the subsidy.
6. The first party should conduct periodical meeting of the Managing Committee for reviewing the performance of the vehicle for which subsidy was granted.
7. The first party agrees that assets created out of the subsidy had been granted should not be disposed off or sold without the written permission of the Assistant Director of Fisheries, Department of Fisheries.
8. The first party agrees that the vehicle shall be insured for its total book value against all risks and the insurance shall be renewed every year.
9. The first party agrees that during the period of agreement, it will not dispose off, pledge mortgage, the vehicle or any part thereof to anyone one except for mortgage in favor of for securing a loan for making the cash payment of vehicle/deep freezer to the supplier. The first party shall furnish a certificate to this effect to the Assistant Director of Fisheries, Department of Fisheries by the 5th day of every month and if the 5th day shall be a holiday, it should be submitted on the next working day.
10. The first party agrees to keep the vehicle in perfect working condition and to carry out repairs when ever necessary at its own expense and to indemnify the Govt. against any loss or damage that may be caused to the Fish Transport Vehicle or any part thereof.
11. The first party agrees to pay duties, license fee, taxes and other charges what so ever payable for or in respect of the said vehicle.
12. The first party shall permit any officer authorized by the A & N Administration the Assistant Director of Fisheries to examine the condition of the vehicle in such manner as the said officer may deem fit.
13. If at any time the vehicle is found, neglected or in abandoned condition, it shall be lawful for the Govt. or any officer authorized by it to order the seizure of vehicle / deep freezer and to recover from the first party.

14. If any damage either to the vehicle or any part thereof is found on taking over the vehicle by the Fisheries Department, the cost of repairs such damages shall be recovered from the first party.
15. If at any time during the period of agreement the Govt. notices that the first party misuse or mis-utilise the vehicle for the purpose other than fish transportation, the amount subsidized shall be turned into loan and shall be recovered from the first party failing which from the surety, mentioned there-in after. Only Govt. servants or persons in possession of landed property having its value more the subsidized cost of the vehicle shall be accepted as sureties while executing the surety bond.
16. This agreement shall remain in force for a period of ten years in case of Fish Transport Vehicle.
17. In case of the breach of any condition of this agreement by the first party, the Govt. shall have the right to with draw the subsidy and any amount so becoming payable and may be recovered as arrears of land revenue.

For and on behalf of the first party set their hands the day the year first above written.

S. No.	Name and Address	Signature
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

Witnesses

- 1.
- 2.

In witness thereof Shri Assistant
Director of Fisheries, Department of Fisheries A&N Islands for and on behalf of the
President of India.

**Asst. Director of Fisheries
Directorate of Fisheries
A&N Islands
(Sign and Seal)**

Witnesses

- 1.
- 2.
- 3.

UNDERTAKING

(For Availing financial assistance @Rs. 10,000/- renovation of house/ @ Rs. 5000/- for replacement of Roof)

I, Shri.....S/o.....R/o
.....possessing fishing license ANF/ANB No. do hereby undertake that :-

- i) I shall utilize the financial assistance of Rs. ----- sanctioned to me by the Director of Fisheries, A & N Islands vide order No..... dt..... for the renovation of my existing house /replacement of roof of my existing house standing on Survey No.....at..... (Village and Tehsil)
- ii) I shall carry out the renovation work by engaging local labourers as per the details given by the Department of Fisheries, A & N Islands.
- iii) I shall complete the renovation work of the my existing house/replacement of roof of my existing house within the time stipulated by the Fisheries department and on completion of the work I shall furnish a work completion report to the Fisheries department.
- iv) I shall utilize the renovated house for the stay of my self and my family members.
- v) I shall not utilize the financial assistance for any purpose other than the purpose for which it is sanctioned by the Director of Fisheries, A & N Islands.
- vi) I shall not lease / mortgage / pledge/rent the renovated house to any person/persons except mortgage in favor any nationalized bank /State financing institute for securing loan for meet the remaining expenditure towards renovation of house/replacement of roof
- vii) I shall pay the land revenue and other charges whatsoever payable for or in respect to the said house.

**Name & Signature / LTI
Address**

Witness

1.

2.

Date :-

Accepted By

**Assistant Director of Fisheries
(Name, sign, seal & date)
UNDERTAKING**

(For Availing compensation for loss of Fish Craft, Gear, Fish etc. due to natural calamity)

I, Shri.....S/o..... R/o
..... possessing fishing license ANF/ANB No. do hereby undertake
that :-

- i) I shall utilize the financial assistance of Rs. ----- sanctioned to me by the Director of Fisheries, A & N Islands vide order No..... dt..... for the towards the losses sustained by me during natural calamity for the purpose of replacement of fishing Craft, Gears etc. in order to restart my fishing activity.
- ii) I shall utilize the amount sanctioned to me for procuring the required fishing implement from the Fisheries Department / local market within the time stipulated by the Fisheries Department and on completion of the procurement I shall furnish the report to the Fisheries department.
- iii) I shall utilize the fishing implements procured by me by availing assistance from the Fisheries Department to conduct fisheries for livelihood of my self and my family members.
- iv) I shall not utilize the financial assistance for any purpose other than the purpose for which it is sanctioned by the Director of Fisheries, A & N Islands.

- v) I shall not lease / mortgage / pledge the fishing craft, gear procured by me by availing the assistance given by Fisheries department to any person / agency except mortgage in favor of any nationalized bank /State financing institute for securing loan to meet the remaining expenditure towards purchase of fishing craft, gear etc.
- vi) I agree to sell the fish/shell fish caught by using the fishing craft and gear at the local market as per the rates fixed by the Price Fixation Committee / PRI's.

**Name & Signature / LTI
Address**

Witness

1.

2.

Date :-

Accepted By

**Assistant Director of Fisheries
(Name, sign, seal & date)**

RKVY

AGREEMENT BOND

For Grant of 50% subsidy to fishers / tribes for procurement of Deep Freezer under Rashtriya Krishi Vikas Yojana.

This agreement is made at Port Blair on the day of 2009 between, Shri..... s/o R/o bearing fishing craft registration and Fishing licence No..... in the District of (Here-in-after called the "First Party", which expression shall includes the successors and assigns) of the one 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 called the "Government", which expression shall includes his successors and assigns) of the other part:-

Whereas the first party has applied to the Govt. for providing of subsidy for procurement of Nos. having capacity of litres Deep Freezer and the Govt. have agreed to provide Rs. being the 50% cost of the item as subsidy for procurement of Nos. Deep Freezer.

Now, it is hereby agreed between the parties here to that in consideration of the grant of subsidy for procurement of Deep Freezer by the Govt., the first party agrees with the Govt. as here in after mentioned.

1. The first party will be given a amount of Rs. (Rupees) subsidy for procurement of No. Deep Freezer of litres capacity from M/s and its successful installation at the residence / premises of Shri within 60 days from the date of sanction of the subsidy under RKVY.
2. The first party has agreed that no part of the subsidy shall be utilized for purposes other than those for which it is sanctioned.

3. The first party agrees that assets created out of the subsidy shall not be disposed off or sold.
4. The first party agrees that during the period of agreement, it will not dispose off, pledge or mortgage the Deep Freezer 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 deep freezer to the supplier. The first party shall furnish a certificate regarding the utilization and performance of the Deep Freezer to the Zonal Assistant Director of Fisheries, Department of Fisheries by the 5th day of January and June month every year and if the 5th day shall be a holiday, it should be submitted on the next working day.
5. The first party agrees to keep the deep freezer in perfect working condition and carry out repairs when ever necessary at its own expense and to indemnify the Govt. against any loss or damage that may be caused to the Deep Freezer or any part thereof.
6. The first party agrees to pay duties, license fee, taxes, energy charges and others what so ever payable for or in respect of the said deep freezer.
7. The first party shall permit any officer authorized by the A & N Administration the Zonal Assistant Director of Fisheries to examine the condition of the Deep Freezer in such manner as the said officer may deem fit.
8. If at any time the deep freezer is found neglected or in abandoned condition, it shall be lawful for the Govt. or any officer authorized by it to order the seizure of deep freezer and to recover from the first party.
9. The first party agrees to sell the fish in the manner and rates prescribed by the Govt. / Price Fixation Committee of the respective area.
10. If at any time during the period of agreement the Govt. notices that the first party misuse or mis-utilise the deep freezer for the purpose other than fish storage, the amount subsidized shall be turned into loan and shall be recovered from the first party.
11. This agreement shall remain in force for a period of five years.
12. In case of the breach of any condition of this agreement by the first party, the Govt. shall have the right to withdraw the subsidy by adopting legal methods.

For and on behalf of the first party set their hands the day the year first above written.

1st party

Government

Assistant Director of Fisheries,
Fisheries Zonal Office,
.....
(or and on behalf of the President
of India)

WITNESSES

1

2

WITNESSES

1

2

TRIPARTITE AGREEMENT

(To be made in Rs. 10/- non-judicial stamp paper)

This agreement is made this day of 20 between Sri/ Smt. s/o/ w/o/ d/o aged about years, residing at / carrying on business in the name and style M/s having its office at Port Blair hereinafter referred to as “**Beneficiary**” (which expression shall unless repugnant to the subject or context or meaning thereof be deemed to include his/ her/ their respective heirs, executors, administrator, legal representatives and assignees) of the FIRST PART, and

The Director of Fisheries, Andaman and Nicobar Administration, Port Blair, herein after referred to as the “**Administration**” (Which expression shall unless repugnant to the subject or context or meaning thereof be deemed to include its successors and assignees) of the SECOND PART, and

.....(Name of the Bank), a body corporate constituted under having its Registered/ Principal Office in Andaman & Nicobar Islands at and branch office at hereinafter referred to as “**the Bank**” (which expression shall unless repugnant to the subject or context or meaning thereof be deemed to include its successors in business and assignees) of the THIRD PART.

NOW WHEREAS:

2. The Administration has framed a programme called “**Purchase of Deep Sea Fishing Vessel for fishing in Andaman and Nicobar Islands**” under the Rashtriya Krishi Vikas Yojana – a plan scheme of the Ministry of Agriculture, Govt. of India (herein after referred to as “**the said programme**”) with a view to exploit the deep sea fishery resources available in Andaman and Nicobar waters to promote the growth of fishery

industry in Andaman and Nicobar Islands by granting subsidy to the Beneficiary to purchase / construct new deep sea fishing vessels and the said Beneficiary agrees to the terms and conditions laid down under the said programme.

3. Under the said programme, Beneficiary is eligible for subsidy to the extent of 25% of the cost of the deep sea fishing vessel subject to a maximum limit of Rs 25.00 lakh with long lining as one of the main components having provision for trolling/ gill netting/ trawling, etc. The said programme is credit linked.
4. The Beneficiary by his/ her/ their application dated the day of two thousand applied to the Administration for grant of subsidy amounting to Rs (Rupees..... only) for purchase/ construction of one (01) / two (02) new deep sea fishing vessels having the following dimension and particulars:-

Over All Length	:	.....
Breadth	:	.....
Draft	:	.....
Material of construction	:	.....
Main engine (Make / Hp)	:	.....
Fish hold capacity	:	.....
5. The Administration after considering the above application made by the Beneficiary forwarded the application with its annexures to the Bank for consideration for sanction of loan.
6. The Bank considered the application and firmed up the total cost of the project including the cost of the deep sea fishing vessel and fishing equipments as Rs..... (Rupees only).
7. Relying on the aforesaid application and at the request of the Beneficiary, the Bank has agreed to sanction loan of Rs..... (Rupees only) vide sanction letter no..... dated The Bank has also intimated the sanction of loan to the Administration.
8. The Bank loan is payable with interest @% p.a. subject to change from time to time and/ on specific undertaking by the Beneficiary to execute by way of security an equitable mortgage in favour of the Bank

with all the Beneficiary's right, title, interest and also on the undertaking by the Beneficiary that the borrower's right, title and interest shall remain charged/ mortgaged with the Bank on the terms and conditions agreed upon between the Bank and the Beneficiary.

9. The Administration has sanctioned the subsidy for the Beneficiary and agreed to deposit the subsidy amount of Rs..... (Rupees only) being 25% of the project cost vide Administration's order no. dated for the construction/ purchase of one/ two new Deep Sea Fishing Vessel from M/s. (Name & Address of the Boat Manufacturer).

NOW THIS AGREEMENT WITNESSETH and it is hereby agreed by and between the parties here to as under:-

- a) The Beneficiary agrees to construct/ purchase one/ two new Deep Sea Fishing Vessel from M/s. (Name & Address of the Boat Manufacturer/ Supplier) in accordance with the drawing, design and cost of the vessel as approved and sanctioned by the Bank within nine months from the date of sanction of loan.
- b) The beneficiary agrees to execute a document hypothecating the Deep Sea Fishing Vessel including the fishing equipments with the Bank in the prescribed form of the Bank and it is also agreed and declared that if the Deep Sea Fishing Vessel has not been purchased and hypothecated as aforesaid within nine month from the date of sanction of loan by the Bank or if the Beneficiary within that period becomes insolvent or dies, the whole amount of the loan and interest accrued thereon shall immediately become due and payable.
- c) At the request of the Beneficiary, the Bank has agreed to sanction loan of Rs..... (Rupees only) payable with interest @% p.a. subject to change from time to time and on the terms and conditions separately agreed between the Bank and the Beneficiary which are consistent with this tripartite agreement.

- d) The Administration agrees to deposit the subsidy amount of Rs..... (Rupees only) with the Bank and the Bank shall maintain a separate account for the Beneficiary and release the subsidy *pari paasu* with the release of loan. This account shall be operated by the Bank and not by the Beneficiary.
- e) The Bank agrees to refund the unspent balance amount of the subsidy if any to the Administration within 30 days of release of final payment of the Beneficiary.
- f) The Beneficiary agrees to purchase/ complete the construction of new deep sea fishing vessel and carry out its commissioning within a period of not more than nine months from the date of sanction of loan by the Bank.
- g) The Beneficiary agrees to inform the purchase / completion of construction and commissioning of new deep sea fishing vessel to the Bank/ Administration within the time prescribed alongwith original bills/ invoices towards the expenditure incurred for the deep sea fishing vessel including the machineries and fishing gears.
- h) The Beneficiary agrees to register the vessel/ obtain fishing license for the vessel and ID cards for crews as applicable under Act/ Regulation/ Rules in force in Andaman & Nicobar Islands.
- i) The Beneficiary agrees not to sell/ transfer/ dispose of the vessel or any part thereof for any reason and the vessel shall continue to be used / operated for at least 3 years in Andaman & Nicobar waters.
- j) The Beneficiary agrees to engage trained personnel as per the norms for manning the vessel of which atleast 60% manpower has to be employed locally from the Andaman and Nicobar Islands.
- k) The Beneficiary agrees to furnish all the information sought by the Administration/ Bank and furnish such other periodical statement in such form and by such dates as may be prescribed by the Administration/ Bank from time to time.
- l) If the Beneficiary fails or neglects to forthwith execute such further documents as may be required by the Administration or to duly comply with any directions given to it by the Administration,

or

If the Beneficiary fails to operate the vessel atleast for three years, the Beneficiary agree to repay the whole subsidy amount with interest thereon @ of 14% (fourteen percent) per annum or such other higher rate as the Administration may decide from time to time from the date of disbursement of the subsidy till the re-payment.

- m) Whenever any amount due and payable by the Beneficiary under these presents shall be in arrears, the same shall without prejudice to any other right and remedies of the Administration be recoverable from the Beneficiary in the same manner as an arrear of the land revenue under the law for the time being in force in that behalf.
- n) The Beneficiary agrees to permit any person or persons authorized by the Administration/ Bank in that behalf at any time and from time to time during the usual time of the business, to inspect and examine any part of the vessel and shall render to him / them such assistance as may be required for the purpose aforesaid. The Beneficiary agrees to furnish the Administration/ Bank or to such person or persons as aforesaid all such information relating to the said vessel as may be required by such person or persons.
- o) The Beneficiary agrees to observe and perform all instructions and directions that may be issued from time to time by the Administration/ Bank in relation to utilization of the said sum of Rs..... (Rupees..... only) and shall for three years herein after submit to the Administration yearly / periodical progress report on the working of the vessel at the time and in the form prescribed by the Administration or any of his authorized representatives.
- p) 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 Lt. Governor, Andaman and Nicobar Islands, under the provisions of the Arbitration and Conciliation Act 1996. The Arbitration proceedings shall be held at Port Blair.

- q) 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.
- r) 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/ construction of new deep sea fishing vessel 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
M/s
(Seal)

In the presence of
1.
2.

Signed and delivered for and on behalf of
(Name & Signature)
Director of Fisheries
Andaman and Nicobar Islands,
Port Blair
(Seal)

In the presence of
1.
2.

Signed and delivered for and on behalf of
(Name & Signature)
(Name & Address of the Bank)
(Seal)

In the presence of
1.
2.

UNDERTAKING ON RS. 5/- NON JUDICIAL STAMPED PAPERS

1. I/ We hereby undertake to construct/ purchase one/ two new Deep Sea Fishing Vessel from M/s.
(Name & Address of the Boat Manufacturer) in accordance with the drawing, design and cost of the vessel as approved and sanctioned by the Bank within nine months from the date of sanction of loan.
2. I/ We hereby undertake to execute a document hypothecating the Deep Sea Fishing Vessel including the fishing equipments with the Bank in the prescribed form of the Bank and declared that if the new Deep Sea Fishing Vessel has not been purchased and hypothecated as aforesaid within nine month from the date of sanction of loan by the Bank or if the Beneficiary within that period becomes insolvent or dies, the whole amount of the loan and interest accrued thereon shall immediately become due and payable.
3. I/ We hereby undertake to purchase/ complete the construction of new deep sea fishing vessel and carry out its commissioning within a period of not more than nine months from the date of sanction of loan by the Bank.
4. I/ We hereby undertake to inform the purchase / completion of construction and commissioning of new deep sea fishing vessel to the Bank/ Administration within the time prescribed and in such form alongwith original bills/ invoices towards the expenditure incurred for the deep sea fishing vessel including the machineries and fishing gears.
5. I/ We hereby undertake to register the vessel/ obtain fishing license for the vessel and ID cards for crews as applicable under Act/ Regulation/ Rules in force in Andaman & Nicobar Islands.
6. I/ We hereby undertake not to sell/ transfer/ dispose of the vessel or any part thereof for any reason and the vessel shall continue to be used / operated for at least 3 years in Andaman & Nicobar waters.
7. I/ We hereby undertake to engage trained personnel as per the norms for manning the vessel of which atleast 60% manpower has to be employed locally from the Andaman and Nicobar Islands.
8. I/ We hereby undertake to furnish all the information sought by the Administration/ Bank and furnish such other periodical statement in such form and by such dates as may be prescribed by the Administration/ Bank from time to time.
9. I/ We hereby undertake to permit any person or persons authorized by the Administration/ Bank in that behalf at any time and from time to time during

the usual time of the business, to inspect and examine any part of the vessel and shall render to him / them such assistance as may be required for the purpose aforesaid. The Beneficiary agrees to furnish the Administration/ Bank or to such person or persons as aforesaid all such information relating to the said vessel as may be required by such person or persons.

10. I/ We hereby undertake to observe and perform all instructions and directions that may be issued from time to time by the Administration/ Bank in relation to utilization of the said sum of Rs..... (Rupees..... only) and shall for three years herein after submit to the Administration yearly / periodical progress report on the working of the vessel at the time and in the form prescribed by the Administration or any of his authorized representatives.
11. I/ We hereby undertake to obtain comprehensive insurance cover for the vessel including all the Machineries, Equipments fitted onboard the vessel, before commissioning and commencement of fishing in A&N waters to take care of any unforeseen risk against fire or any natural disaster.
12. I/ We hereby undertake 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/ construction of new deep sea fishing vessel for which the subsidy is sanctioned.
13. I/ We hereby undertake that the subsidy shall be adjusted *pari passu* with the loan, in respect of assistance from Govt.
14. I/ We undertake that if the Administration ultimately decides for any reason whatsoever, that I/we are not entitled for the payment of subsidy in full or part, the amount found to be inadmissible would be refunded to the Administration within one month.
15. I/ We undertake to bear and pay all the cost/ charges and the expenses incidental to the preparation and the execution of this agreement.

Signed and delivered
(Name of the Beneficiary)
For and behalf of
M/s
(Seal)

Place :
Dated :

AGREEMENT BOND

(To be made in Rs. 5/- non-judicial stamp paper)

For grant of 50% Subsidy for purchase of freshwater fish harvesting net

This agreement is made at Port Blair on this day of 20 between Sri/ Smt. s/o/ w/o/ d/o aged about years, residing at and carrying on fresh water fish culture activity in the pond located at (Village) bearing (Survey No. of the Plot) in (Tehsil) of (Name of the District) in Andaman & Nicobar Islands hereinafter referred to as "**Beneficiary**" (which expression shall unless repugnant to the subject or context or meaning thereof be deemed to include his/ her/ their respective heirs, executors, administrator, legal representatives and assignees) of the FIRST PART, and

The President of India acting through the Assistant Director of Fisheries, Andaman and Nicobar Administration, Port Blair, herein after referred to as the "**Administration**" (Which expression shall unless repugnant to the subject or context or meaning thereof be deemed to include its successors and assignees) of the SECOND PART, and

NOW WHEREAS

10. The Administration has framed a programme called "**Subsidy for purchase of freshwater fish harvesting net**" under the Rashtriya Krishi Vikas Yojana – a plan scheme of the Ministry of Agriculture, Govt. of India (herein after referred to as "**the said programme**") with a view to provide subsidy to the pisciculturists of A&N Islands to acquire their own fish harvesting net for harvesting of fresh water fish from their fish ponds and the said Beneficiary agrees to the terms and conditions laid down under the said programme.
11. Under the said programme, the Beneficiary is eligible for subsidy to the extent of 50% subject to a maximum of Rs.9,000/- for purchase of fish harvesting net made of nylon webbing of size (210/3/3), fitted with head and foot rope, PVC floats, lead sinker, with 50% required hanging of length not less than 200ft, width 20ft and mesh size of 1 inch.
12. The Beneficiary has applied to the Administration for providing of subsidy for procurement of one fish harvesting net and the Administration have agreed to provide Rs. being the 50% cost of the item as subsidy for procurement of the fish harvesting net.

NOW THIS AGREEMENT WITNESSETH and it is hereby agreed by and between the parties here to as under:-

- s) The Beneficiary agrees to procure one fish harvesting net within 90 days from the date of sanction of subsidy under the said Programme.
- t) The Beneficiary has agreed that no part of the subsidy shall be utilized for purposes other than those for which it is sanctioned.
- u) The Beneficiary agrees that assets created out of the subsidy shall not be disposed off or sold.
- v) The Beneficiary agrees to keep the fish harvesting net in perfect working condition and carry out repairs when ever necessary at its own expense and to indemnify the Administration against any loss or damage that may be caused to the fish harvesting net or any part thereof.
- w) The Beneficiary shall permit any officer authorized by the Administration to inspect the condition of the fish harvesting net in such manner as the said officer may deem fit.
- x) If at any time the fish harvesting net is found neglected or in abandoned condition, it shall be lawful for the Administration or any officer authorized by it to order the seizure of fish harvesting net and to recover the cost from the Beneficiary as arrears of land revenue.
- y) If at any time during the period of agreement the Administration notices that the first party misuse or mis-utilise the fish harvesting net for the purpose other than fish harvesting, the amount subsidized shall be turned into loan and shall be recovered from the Beneficiary.
- z) This agreement shall remain in force for a period of five years.
- aa) In case of the breach of any condition of this agreement by the Beneficiary, the Administration shall have the right to withdraw the subsidy and order it's recovery as arrears of land revenue.
- bb) 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 Commissioner.-cum.-Secy (Fy)., A&N Administration, under the provisions of the Arbitration and Conciliation Act 1996. The Arbitration proceedings shall be held at Port Blair.
- cc) 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.

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

BENEFICIARY

ADMINISTRATION

Assistant Director of Fisheries,
Fisheries Zonal Office,
.....
(or and on behalf of the President
of India)

In the presence of

1
2

In the presence of

1
2

TRIPARTITE AGREEMENT

(To be made in Rs. 10/- non-judicial stamp paper)

This agreement is made this day of 200 between Sri/Smt. s/o/ w/o/ d/o aged about years, residing at / carrying on business in the name and style M/s having its office at Port Blair

hereinafter referred to as **Beneficiary** (which expression shall unless repugnant to the subject or context or meaning thereof be deemed to include his/ her/ their respective heirs, executors, administrator, legal representatives and assignees) of the FIRST PART, and

The Director of Fisheries, Andaman and Nicobar Administration, Port Blair, herein after referred to as the **“Administration”** (Which expression shall unless repugnant to the subject or context or meaning thereof be deemed to include its successors and assignees) of the SECOND PART, and

.....(Name of the Bank), a body corporate constituted under having its Registered/ Principal Office in Andaman & Nicobar Islands at and branch office at hereinafter referred to as **“the Bank”** (which expression shall unless repugnant to the subject or context or meaning thereof be deemed to include its successors in business and assignees) of the THIRD PART.

NOW WHEREAS:

13. The Administration has framed a programme called **“Setting up of Ice Plant & Cold Storage in Andaman & Nicobar Islands”** under the Rashtriya Krishi Vikas Yojana – a plan scheme of the Ministry of Agriculture, Govt. of India (herein after referred to as **“the said programme”**) with a view to promote the creation of new Ice Plant/ Ice Storage/ Walk-in-Freezer/ Cold Storage/ Walk-in-cold Storage/ Blast Freezer facilities (herein after referred to as **“the unit”**) for the growth of fishery industries in the Andaman and Nicobar Islands by granting subsidy to the persons/ entities who setup new Ice Plant/ Ice Storage/ Walk-in-Freezer/ Cold Storage/ Walk-in-cold Storage/ Blast Freezer in the Andaman and Nicobar Islands and the Beneficiary agrees to the terms and conditions laid down under the programme.

14. Under the said programme Beneficiary is eligible for subsidy to the extent of 25% of the total cost of plant machinery and equipments as under:

Items	Approximate Cost/ ton	Admissible subsidy @ 25%/ ton	Maximum limit of subsidy	Minimum capacity for availing subsidy
Ice Plant	Rs.3.00 lakh	Rs.0.75 lakh	Rs.15.00 lakh for 20 MT and above	05 MT
Ice Storage	Rs.1.00 lakh	Rs.0.25 lakh	Rs.5.00 lakh for 20 MT and above	05 MT
Walk-in Freezer	Rs.1.30 lakh	Rs.0.325 lakh	Rs.3.25 lakh for 10 MT and above	10 MT
Cold Storage/ Walk-in cold Storage	Rs.1.50 lakh	Rs.0.375 lakh	Rs.15.00 lakh for 40 MT and above	10 MT
Blast Freezer	Rs.45.00 lakh	Rs.11.25 lakh	Rs.11.25 lakh for 1 MT and above	01 MT

15. The said programme is credit linked.

16. The Beneficiary by his/her/their application dated the day of 20 applied to the Administration for grant of subsidy for setting up of the unit at (Village) bearing (Survey No. of the Plot) in (Tehsil) of (Name of the District) in Andaman & Nicobar Islands with following particulars:-

- | | |
|--------------------|--------------------------|
| a) Ice plant | i) Capacity .....MT/ day |
| | ii) Output .....MT/ day |
| b) Ice Store | i) Capacity .....MT |
| c) Walk-in Freezer | i) Capacity .....MT |
| d) Cold storage | i) Capacity .....MT |
| e) Blast Freezer | i) Capacity .....MT |

17. The Administration after considering the above application made by the Beneficiary forwarded the application with its annexures to the Bank for consideration for sanction of loan.

18. The Bank considered the application and firmed up the total cost of the project for Machineries and equipments of the unit as Rs..... (Rupees only).

19. Relying on the aforesaid application and at the request of the Beneficiary, the Bank has agreed to sanction loan of Rs..... (Rupees only) vide sanction letter no..... dated The Bank has also intimated the sanction of loan to the Administration.
20. The Bank loan is payable with interest @% p.a. subject to change from time to time and/ on specific undertaking by the Beneficiary to execute by way of security an equitable mortgage in favour of the Bank with all the Beneficiary's right, title, interest and also on the undertaking by the Beneficiary that the borrower's right, title, interest shall remain charged/ mortgaged with the Bank and further on the terms and conditions agreed upon between the Bank and the Beneficiary.
21. The Administration has sanctioned the subsidy for the Beneficiary and agreed to deposit the subsidy amount of Rs..... (Rupees only) with the Bank being 25% of the project cost vide Administration's order no. dated for setting up of the unit.

NOW THIS AGREEMENT WITNESSETH and it is hereby agreed by and between the parties here to as under:-

- dd) The Beneficiary agrees to set up the unit at (Village) bearing (Survey No. of the Plot) in (Tehsil) of (Name of the District) in Andaman & Nicobar Islands in accordance with the layout, design cost of the unit as approved and sanctioned by the Bank within nine months from the date of sanction of loan.
- ee) The beneficiary agrees to execute a document hypothecating the Machineries and equipments of the unit with the Bank in the prescribed form of the Bank and it is also agreed and declared that if the unit is not set up and hypothecated as aforesaid within nine months from the date of sanction of loan by the Bank or if the Beneficiary within that period becomes insolvent or dies, the whole amount of the loan and interest accrued thereon shall immediately become due and payable.
- ff) At the request of the Beneficiary, the Bank has agreed to sanction loan of Rs..... (Rupees only) payable with interest @% p.a. subject to change from time to time and on the

terms and conditions separately agreed between the Bank and the Beneficiary which are consistent with this tripartite agreement.

- gg) The Administration agrees to deposit the subsidy amount of Rs..... (Rupees only) with the Bank and the Bank shall maintain a separate account for the Beneficiary and release the subsidy pari passu with the release of loan. This account shall be operated by the Bank and not by the Beneficiary.
- hh) The Bank agrees to refund the unspent balance amount of the subsidy if any to the Administration within 30 days of release of final payment to the Beneficiary.
- ii) The Beneficiary agrees to set up the unit and carry out its commissioning within a period of not more than nine months from the date of sanction of loan by the Bank.
- jj) The Beneficiary agrees to inform the purchase of machineries/ completion of construction and commissioning of the unit to the Bank/ Administration within the time prescribed alongwith original bills/ invoices towards the expenditure incurred for the plant machineries and equipments.
- kk) The Beneficiary agrees to register the unit as applicable under Act/ Regulation/ Rules in force in Andaman & Nicobar Islands.
- ll) The Beneficiary agrees to obtain comprehensive insurance cover for the Ice Plant/ Ice Storage/ Walk-in-Freezer/ Cold Storage/ Walk-in-cold Storage/ Blast Freezer unit including all the Machineries and Equipments to take care of any unforeseen risk against fire or any natural disaster.
- mm) The Beneficiary agrees not to sell/ transfer/ dispose of the plant machineries and equipments/ any part thereof for any reason and the unit shall continue to be used / operated for at least five years.
- nn) The Beneficiary agrees to engage trained personnel as per the norms for operating the unit of which atleast 60% manpower has to be employed locally from the Andaman and Nicobar Islands.
- oo) The Beneficiary agrees to furnish all the information sought by the Administration/ Bank and furnish such other periodical statement in such form and by such dates as may be prescribed by the Administration/ Bank from time to time.
- pp) If the Beneficiary fails or neglects to forthwith execute such further documents as may be required by the Administration or to duly comply with any directions given to it by the Administration,

or

If the Beneficiary fails to operate the unit atleast for five years, the Beneficiary agree to repay the whole subsidy amount with interest thereon @ 14% (fourteen percent) per annum or such other higher rate as the Administration may decide from time to time from the date of disbursement of the subsidy till the re-payment.

- qq) Whenever any amount due and payable by the Beneficiary under these presents shall be in arrears, the same shall without prejudice to any other right and remedies of the Administration be recoverable from the Beneficiary in the same manner as an arrear of the land revenue under the law for the time being in force in that behalf.
- rr) The Beneficiary agrees to permit any person or persons authorized by the Administration/ Bank in that behalf at any time and from time to time during the usual time of the business, to inspect and examine any part of the unit and shall render to him / them such assistance as may be required for the purpose aforesaid. The Beneficiary agrees to furnish to the Administration/ Bank or to such person or persons as aforesaid all such information relating to the said unit as may be required by such person or persons.
- ss) The Beneficiary agrees to observe and perform all instructions and directions that may be issued from time to time by the Administration/ Bank in relation to utilization of the said sum of Rs..... (Rupees..... only) and shall for five years herein after submit to the Administration yearly / periodical progress report on the working of the unit at the time and in the form prescribed by the Administration or any of his authorized representatives.
- tt) 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 Lt. Governor, Andaman and Nicobar Islands, under the provisions of the Arbitration and Conciliation Act 1996. The Arbitration proceedings shall be held at Port Blair.
- uu) 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.
- vv) 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 creation of the unit 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
M/s
(Seal)

In the presence of
1.
2.

Signed and delivered for and on behalf of
(Name & Signature)
Director of Fisheries
Andaman and Nicobar Islands,
Port Blair
(Seal)

In the presence of
1.
2.

Signed and delivered for and on behalf of
(Name & Signature)
(Name & Address of the Bank)
(Seal)

In the presence of
1.
2.

UNDERTAKING ON RS. 5/- NON JUDICIAL STAMPED PAPERS

16. I/ We hereby undertake to set up a new **Ice Plant** of MT capacity per day,/ **Ice Storage** ofMT capacity/ **Walk-in Freezer** of MT capacity/ **Cold Storage** of MT capacity/ **Blast Freezer** of.....MT capacity (Strike off whichever is not applicable) at (Village) bearing (Survey No. of the Plot) in (Tehsil) of (Name of the District) in Andaman & Nicobar Islands in accordance with the layout, design and cost of the unit as approved and sanctioned by the..... (name of the bank) within nine months from the date of sanction of loan by the said bank.
17. I/ We hereby undertake to execute a document hypothecating the machineries and equipments of the Ice Plant/ Ice Storage/ Walk-in-Freezer/ Cold Storage/ Walk-in-cold Storage/ Blast Freezer with the Bank in the prescribed form of the Bank and declare that if the Ice Plant/ Ice Storage/ Walk-in-Freezer/ Cold Storage/ Walk-in-cold Storage/ Blast Freezer unit is not set up and hypothecated as aforesaid within nine months from the date of sanction of loan by the Bank or if the Beneficiary within that period becomes insolvent or dies, the whole amount of the loan and interest accrued thereon shall immediately become due and payable.
18. I/ We hereby undertake to inform about the purchase of machineries/ completion of construction and commissioning of the Ice Plant/ Ice Storage/ Walk-in-Freezer/ Cold Storage/ Walk-in-cold Storage/ Blast Freezer Unit to the Bank/ Administration within the time prescribed and in such form alongwith original bills/ invoices towards the expenditure incurred for the plant machineries and equipments.
19. I/ We hereby undertake to register the unit as applicable under Act/ Regulation/ Rules in force in Andaman & Nicobar Islands.
20. I/ We hereby undertake not to sell/ transfer/ dispose of the plant machineries and equipments/ any part thereof for any reason and the Ice Plant/ Ice Storage/ Walk-in-Freezer/ Cold Storage/ Walk-in-cold Storage/ Blast Freezer unit shall continue to be used / operated for at least 05 (five) years.
21. I/ We hereby undertake to engage trained personnel as per the norms for operating the unit of which atleast 60% manpower has to be employed locally from the Andaman and Nicobar Islands.

22. I/ We hereby undertake to furnish all the information sought by the Administration/ Bank and furnish such other periodical statement in such form and by such dates as may be prescribed by the Administration/ Bank from time to time.
23. I/ We hereby undertake to permit any person or persons authorized by the Administration/ Bank in that behalf at any time and from time to time during the usual time of the business, to inspect and examine any part of the said Unit and shall render to him / them such assistance as may be required for the purpose aforesaid. The Beneficiary agrees to furnish the Administration/ Bank or to such person or persons as aforesaid all such information relating to the said Unit as may be required by such person or persons.
24. I/ We hereby undertake to observe and perform all instructions and directions that may be issued from time to time by the Administration/ Bank in relation to utilization of the said sum of Rs..... (Rupees..... only) and shall for five years herein after submit to the Administration yearly / periodical progress report on the working of the unit at the time and in the form prescribed by the Administration or any of his authorized representatives.
25. I/ We hereby undertake to obtain comprehensive insurance cover for the Ice Plant/ Ice Storage/ Walk-in-Freezer/ Cold Storage/ Walk-in-cold Storage/ Blast Freezer unit including all the Machineries and Equipments to take care of any unforeseen risk against fire or any natural disaster.
26. I/ We hereby undertake to obtain necessary clearances from Pollution Control Committee, No Objection Certificate for electricity and water from the concerned Authorities.
27. I/ We hereby undertake 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 construction of new Ice Plant/ Ice Storage/ Walk-in-Freezer/ Cold Storage/ Walk-in-cold Storage/ Blast Freezer unit for which the subsidy is sanctioned.
28. I/ We hereby undertake that the subsidy shall be adjusted *pari passu* with the loan, in respect of assistance from Govt.
29. I/We undertake that if the Administration ultimately decides for any reason whatsoever, that I/we are not entitled for the payment of subsidy in full or part, the amount found to be inadmissible would be refunded to the Administration within one month.

30. I/We undertake to bear and pay all the cost/ charges and the expenses incidental to the preparation and the execution of this agreement.

Place :

Dated :

Signed and delivered
(Name of the Beneficiary)

For and behalf of

M/s

(Seal)

AGREEMENT**(To be executed in Non - Judicial Stamp paper of Rs. 5/-)****For Grant of 50% subsidy to fishers for procurement of Insulated Ice Box under Rashtriya Krishi Vikas Yojana.**

This agreement is made at Port Blair on the day of 20.... between, Shri..... s/o R/o bearing fishing craft registration and Fishing license No..... in the District of/ M/s (**Name of the Society/ Federation**) having its registered office at (Address of the Society/ Federation) engaged in fishing activity/ retail marketing for fish/ M/s ... (**Name of the Self Help Group**) having its office at (Address of the Self Help Group) engaged in fishing activity/ retail marketing for fish/ Shri./ Smti..... (**Name of the Fish Vendor**) S/o/D/o/W/o R/o..... engaged in retail fish marketing in the(Name of the locality) (**Strike off whichever is not applicable**) (Here-in-after called the "**FIRST PARTY**", which expression shall includes the successors and assigns) of the one 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 called the "**GOVERNMENT**", which expression shall includes his successors and assigns) of the other part:-

Whereas the first party has applied to the Govt. for providing of subsidy for procurement of Nos. having capacity of litres Insulated Ice Box and the Govt. have agreed to provide Rs. being the 50% cost of the item as subsidy for procurement of Nos. Insulated Ice Box.

Now, it is hereby agreed between the parties here to that in consideration of the grant of subsidy for procurement of Insulated Ice Box by the Govt., the first party agrees with the Govt. as here in after mentioned.

13. The first party will be given a amount of Rs. (Rupees) subsidy for procurement of

..... No. Insulated Ice Box of litres capacity within 30 days from the procurement of asset by the beneficiary.

14. The first party has agreed that no part of the subsidy shall be utilized for purposes other than those for which it is sanctioned.
15. The first party agrees that assets created out of the subsidy shall not be disposed off or sold.
16. The first party agrees to keep the Insulated Ice Box in good working condition and carry out repairs when ever necessary at its own expense and to indemnify the Govt. against any loss or damage that may be caused to the Insulated Ice Box or any part thereof.
17. The first party shall permit any officer authorized by the A & N Administration the Zonal Assistant Director of Fisheries to examine the condition of the Insulated Ice Box in such manner as the said officer may deem fit.
18. If at any time the Insulated Ice Box is found neglected or in abandoned condition, it shall be lawful for the Govt. or any officer authorized by it to order the seizure of Insulated Ice Box.
19. If at any time during the period of agreement the Govt. notices that the first party misuses the Insulated Ice Box for the purpose other than fish storage, the amount of subsidy shall be turned into loan and shall be recovered from the first party in lump sum with interest @ of 8% per annum, as if it were an arrear of land revenue.

For and on behalf of the first party set their hands the day the year first above written.

1st party

Government

Assistant Director of Fisheries,
Fisheries Zonal Office,

.....
(or and on behalf of the President of India)

WITNESSES

WITNESSES

1

TRIPARTITE AGREEMENT

(To be made in ` 10/- non-judicial stamp paper)

This agreement is made this day of 20 between Sri/ Smt. s/o/ w/o/ d/o aged about years, residing at hereinafter referred to as “**Beneficiary**” (which expression shall unless repugnant to the subject or context or meaning thereof be deemed to include his/ her/ their respective heirs, executors, administrator, legal representatives and assignees) of the FIRST PART, and

The Director of Fisheries, Andaman and Nicobar Administration, Port Blair, herein after referred to as the “**Administration**” (Which expression shall unless repugnant to the subject or context or meaning thereof be deemed to include its successors and assignees) of the SECOND PART, and

.....(Name of the Bank), a body corporate constituted under having its Registered/ Principal Office in Andaman & Nicobar Islands at and branch office at hereinafter referred to as “**the Bank**” (which expression shall unless repugnant to the subject or context or meaning thereof be deemed to include its successors in business and assignees) of the THIRD PART.

NOW WHEREAS:

22. The Administration has framed a programme called “**Introduction of Intermediary Mechanized Fishing Craft**” under the Rashtriya Krishi Vikas Yojana – a plan scheme of the Ministry of Agriculture, Govt. of India (herein after referred to as “**the said programme**”) with a view to encourage the individuals/ fishers of Andaman & Nicobar Islands to go for Offshore/ Deep Sea fishing activities by granting subsidy to the Beneficiary to purchase / construct a new Intermediary Mechanized Fishing Craft and the said Beneficiary agrees to the terms and conditions laid down under the said programme.

23. Under the said programme, Beneficiary is eligible for subsidy to the extent of 50% of the cost of the Intermediary Mechanized Fishing Craft restricted

to ` 7.50 lakh whichever is lower for the construction/ purchase of an Intermediate fishing craft having overall length not less than 10 mtrs to with long lining as the main fishing components with provision for trolling, gill netting. The programme is Bank linked and the subsidy is back-ended.

24. The Beneficiary by his/ her/ their application dated the day of two thousand applied to the Administration for grant of subsidy amounting to ` (Rupees..... only) for purchase/ construction of one (01) / two (02) Intermediary Mechanized Fishing Craft having the following dimension and particulars:-

Over All Length	:	.....
Breadth	:	.....
Draft	:	.....
Material of construction	:	.....
Main engine (Make / Hp)	:	.....
Fish hold capacity	:	.....

25. The Administration after considering the above application made by the Beneficiary forwarded the application with its annexures to the Bank for consideration for sanction of loan.

26. The Bank considered the application and firmed up the total cost of the project including the cost of the Intermediary Mechanized Fishing Craft as ` (Rupees only).

27. Relying on the aforesaid application and at the request of the Beneficiary, the Bank has agreed to sanction loan of ` (Rupees only) vide sanction letter no..... dated The Bank has also intimated the sanction of loan to the Administration.

28. The Bank loan is payable with interest @% p.a. subject to change from time to time and on specific undertaking by the Beneficiary to execute by way of security an equitable mortgage in favour of the Bank with all the Beneficiary's right, title, interest and also on the undertaking by the Beneficiary that the borrower's right, title and interest shall remain charged/ mortgaged with the Bank on the terms and conditions agreed upon between the Bank and the Beneficiary.

29. The Administration has sanctioned the subsidy for the Beneficiary and agreed to deposit the subsidy amount of ` (Rupees only) being

50% of the project cost vide Administration's order No.
dated for the construction/ purchase of one/ two new
Intermediary Mechanized Fishing Craft from M/s.
..... (Name & Address of the Boat
Manufacturer).

NOW THIS AGREEMENT WITNESSETH and it is hereby agreed by and between
the parties here to as under:-

ww) The Beneficiary agrees to construct/ purchase one/ two new
Intermediary Mechanized Fishing Craft from M/s.
..... (Name & Address of the Boat
Manufacturer/ Supplier) in accordance with the drawing, design and cost
of the Intermediary Mechanized Fishing Craft as approved and sanctioned
by the Administration within nine months from the date of sanction of loan.

xx) The beneficiary agrees to execute a document hypothecating the
Intermediary Mechanized Fishing Craft with the Bank in the prescribed
form of the Bank and it is also agreed and declared that if the Intermediary
Mechanized Fishing Craft has not been purchased and hypothecated as
aforesaid within nine month from the date of sanction of loan by the Bank
or if the Beneficiary within that period becomes insolvent or dies, the whole
amount of the loan, subsidy and interest accrued thereon shall
immediately become due and payable.

yy) At the request of the Beneficiary, the Bank has agreed to sanction loan of `
..... (Rupees only) payable
with interest @% p.a. subject to change from time to time and on
the terms and conditions separately agreed between the Bank and the
Beneficiary which are consistent with this tripartite agreement.

zz) The Administration agrees to deposit the subsidy amount of
` (Rupees only) with
the Bank and the Bank shall maintain a separate account for the
Beneficiary. This account shall be operated by the Bank and not by the
Beneficiary.

aaa) The Bank agrees to furnish the completion report along with the Bills/
vouchers of the Intermediary Mechanized Fishing Craft purchased/
constructed by the Beneficiary to the Administration, and on receipt of
sanction of actual admissible subsidy by the Administration adjust the

- subsidy amount already deposited with the Bank to the loan availed by the Beneficiary.
- bbb) The Bank agrees to refund the unspent balance amount of the subsidy if any to the Administration within 30 days of adjustment of subsidy to the loan account of the Beneficiary.
- ccc) The Beneficiary agrees to purchase/ complete the construction of new Intermediary Mechanized Fishing Craft and carry out its commissioning within a period of not more than nine months from the date of sanction of loan by the Bank.
- ddd) The Beneficiary agrees to inform the purchase / completion of construction and commissioning of new Intermediary Mechanized Fishing Craft to the Bank/ Administration within the time prescribed alongwith original bills/ invoices towards the expenditure incurred for the Intermediary Mechanized Fishing Craft.
- eee) The Beneficiary agrees to register/ obtain fishing license for the Intermediary Mechanized Fishing Craft and fisher Identity cards for crews as applicable under Act/ Regulation/ Rules in force in Andaman & Nicobar Islands, and obtain Clearance Certificate of repayment of loan from the Bank for renewal of fishing license for the Intermediary Mechanized Fishing Craft every year.
- fff) The Beneficiary agrees not to sell/ transfer/ dispose of the Intermediary Mechanized Fishing Craft or any part thereof for any reason and the Intermediary Mechanized Fishing Craft shall continue to be used / operated for at least 05 years in Andaman & Nicobar waters.
- ggg) The Beneficiary agrees to engage trained personnel as per the norms for manning the Intermediary Mechanized Fishing Craft of which atleast 60% manpower has to be employed locally from the Andaman and Nicobar Islands.
- hhh) The Beneficiary agrees to furnish all the information sought by the Administration/ Bank and furnish such other periodical statement in such form and by such dates as may be prescribed by the Administration/ Bank from time to time.
- iii) If the Beneficiary fails or neglects to forthwith execute such further documents as may be required by the Administration or to duly comply with any directions given to it by the Administration,

or

If the Beneficiary fails to operate the Intermediary Mechanized Fishing Craft atleast for five years, the Beneficiary agree to repay the whole subsidy amount with interest thereon @ of 14% (fourteen percent) per annum or such other higher rate as the Administration may decide from time to time from the date of disbursement of the subsidy till the repayment to the Administration.

jjj) Whenever any amount due and payable by the Beneficiary under these presents shall be in arrears, the same shall without prejudice to any other right and remedies of the Administration be recoverable from the Beneficiary in the same manner as an arrear of the land revenue under the law for the time being in force in that behalf.

kkk) The Beneficiary agrees to permit any person or persons authorized by the Administration/ Bank in that behalf at any time and from time to time during the usual time of the business, to inspect and examine any part of the Intermediary Mechanized Fishing Craft and shall render to him / them such assistance as may be required for the purpose aforesaid. The Beneficiary agrees to furnish the Administration/ Bank or to such person or persons as aforesaid all such information relating to the said Intermediary Mechanized Fishing Craft as may be required by such person or persons.

lll) The Beneficiary agrees to observe and perform all instructions and directions that may be issued from time to time by the Administration/ Bank in relation to utilization of the said sum of ` (Rupees..... only) and shall for five years herein after submit to the Administration yearly / periodical progress report on the working of the Intermediary Mechanized Fishing Craft at the time and in the form prescribed by the Administration or any of his authorized representatives.

mmm) 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 Lt. Governor, Andaman and Nicobar Islands, under the provisions of the Arbitration and Conciliation Act 1996. The Arbitration proceedings shall be held at Port Blair.

nnn) 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.

ooo) 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/ construction of new Intermediary Mechanized Fishing Craft 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
M/s
(Seal)

In the presence of
1.
2.

Signed and delivered for and on behalf of
(Name & Signature)
Director of Fisheries
Andaman and Nicobar Islands,
Port Blair
(Seal)

In the presence of
1.
2.

Signed and delivered for and on behalf of
(Name & Signature)
(Name & Address of the Bank)
(Seal)

In the presence of
1.
2.

UNDERTAKING ON ` 5/- NON JUDICIAL STAMPED PAPERS

31. I hereby undertake to construct/ purchase one/ two new Intermediary Mechanized Fishing Craft from M/s. (Name & Address of the Boat Manufacturer) in accordance with the drawing, design and cost of the Intermediary Mechanized Fishing Craft as approved and sanctioned by the Bank within nine months from the date of sanction of loan.
32. I hereby undertake to execute a document hypothecating the Intermediary Mechanized Fishing Craft with the Bank in the prescribed form of the Bank and declared that if the new Intermediary Mechanized Fishing Craft has not been purchased and hypothecated as aforesaid within nine month from the date of sanction of loan by the Bank or if the Beneficiary within that period becomes insolvent or dies, the whole amount of the loan, subsidy and interest accrued thereon shall immediately become due and payable.
33. I hereby undertake to purchase/ complete the construction of new Intermediary Mechanized Fishing Craft and carry out its commissioning within a period of not more than nine months from the date of sanction of loan by the Bank.
34. I hereby undertake to inform the purchase / completion of construction and commissioning of new Intermediary Mechanized Fishing Craft to the Bank/ Administration within the time prescribed and in such form alongwith original bills/ invoices towards the expenditure incurred for the Intermediary Mechanized Fishing Craft.
35. I hereby undertake to register the Intermediary Mechanized Fishing Craft/ obtain fishing license for the Intermediary Mechanized Fishing Craft and fisher Identity cards for crews as applicable under Act/ Regulation/ Rules in force in Andaman & Nicobar Islands, and obtain Clearance Certificate of repayment of loan from the Bank for renewal of fishing license for the Intermediary Mechanized Fishing Craft every year.
36. I hereby undertake not to sell/ transfer/ dispose of the Intermediary Mechanized Fishing Craft or any part thereof for any reason and the Intermediary Mechanized Fishing Craft shall continue to be used / operated for at least 05 years in Andaman & Nicobar waters.
37. I hereby undertake to engage trained personnel as per the norms for manning the Intermediary Mechanized Fishing Craft of which atleast 60% manpower has to be employed locally from the Andaman and Nicobar Islands.
38. I hereby undertake to furnish all the information sought by the Administration/ Bank and furnish such other periodical statement in such

form and by such dates as may be prescribed by the Administration/ Bank from time to time.

39. I hereby undertake to permit any person or persons authorized by the Administration/ Bank in that behalf at any time and from time to time during the usual time of the business, to inspect and examine any part of the Intermediary Mechanized Fishing Craft and shall render to him / them such assistance as may be required for the purpose aforesaid. The Beneficiary agrees to furnish the Administration/ Bank or to such person or persons as aforesaid all such information relating to the said Intermediary Mechanized Fishing Craft as may be required by such person or persons.
40. I hereby undertake to observe and perform all instructions and directions that may be issued from time to time by the Administration/ Bank in relation to utilization of the said sum of `..... (Rupees..... only) and shall for 05 years herein after submit to the Administration yearly / periodical progress report on the working of the Intermediary Mechanized Fishing Craft at the time and in the form prescribed by the Administration or any of his authorized representatives.
41. I hereby undertake to obtain comprehensive insurance cover for the Intermediary Mechanized Fishing Craft including all the Machineries, Equipments fitted onboard the said Craft, before commissioning and commencement of fishing in A&N waters to take care of any unforeseen risk against fire or any natural disaster.
42. I hereby undertake 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/ construction of new Intermediary Mechanized Fishing Craft for which the subsidy is sanctioned.
43. I hereby undertake that the subsidy shall be adjusted with the loan on completion of purchase/ construction of Intermediary Mechanized Fishing Craft, in respect of assistance from the Administration.
44. I undertake that if the Administration ultimately decides for any reason whatsoever, that I/we are not entitled for the payment of subsidy in full or part, the amount found to be inadmissible would be refunded to the Administration within one month.
45. I undertake to bear and pay all the cost/ charges and the expenses incidental to the preparation and the execution of this agreement.

Place :

Dated :

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

M/s
(Seal)

AGREEMENT

(To be executed in Non-Judicial Stamp paper of ` 10/-)

For Grant of 50% subsidy to setup Modern Fish Retail Outlet under Rashtriya Krishi Vikas Yojana.

This agreement is made at Port Blair on the day of 20.... between, Shri..... s/o R/o in the District of/ M/s (**Name of the Society/ Federation**) having its registered office at (Address of the Society/ Federation) / M/s ... (**Name of the Self Help Group/ Joint liability Group**) having its office at (Address of the Self Help Group/ Joint Liability Group) (**Strike off whichever is not applicable**) (Here-in-after called the "**BENEFICIARY**", which expression shall includes the successors and assigns) of the one part, and

The President of India acting through the Assistant Director of Fisheries (South Andaman/ North & Middle Andaman/ Nicobars), Department of Fisheries, Andaman and Nicobar Administration (Here-in- after called the "**ADMINISTRATION**", which expression shall includes his successors and assigns) of the other part:-

NOW WHEREAS:

30. The Administration has framed a programme called "**Financial assistance for establishment of Modern Fish Retail Outlet**" under the Rashtriya Krishi Vikas Yojana (RKVY) – a plan scheme of the Ministry of Agriculture, Govt. of India (herein after referred to as "**the said programme**") with a view to encourage hygienic retail marketing of Fish and Fishery Products in Andaman and Nicobar Islands by granting subsidy to the Beneficiary to set up the Modern Fish Retail Outlet in Andaman and Nicobar Islands and the said Beneficiary agrees to the terms and conditions laid down under the said programme.
31. Under the said programme, Beneficiary is eligible for subsidy to the extent of 50% of the total cost subject to a maximum of ` 1.00 lakh for meeting the expenditure towards various items as specified in the Guidelines of the programme. The subsidy is back-ended.
32. The beneficiary was selected by the Administration vide Directorate of Fisheries Order No. dated for availing the subsidy for the said programme.

33. The beneficiary has completed the establishment of the Modern Fish Retail Outlet as per the terms and conditions laid down under the said programme.

NOW THIS AGREEMENT WITNESSETH and it is hereby agreed by and between the parties here to as under:-

1. The Beneficiary agrees to utilize the Modern Fish Retail Outlet to sell fish and fishery products for period of not less than 03 years.
2. The beneficiary agrees to sell the fish in the manner and rates prescribed by the Govt. / Price Fixation Committee of the respective area.
3. The beneficiary agrees to pay duties, license fee, taxes, energy charges and others what so ever payable for or in respect of the Modern Fish Retail Outlet.
4. The beneficiary agrees to keep the Modern Fish Retail Outlet in good hygienic condition and carry out repairs when ever necessary at its own expense and to indemnify the Administration against any loss or damage that may be caused.
5. The beneficiary shall permit any officer authorized by the Administration to inspect the Modern Fish Retail Outlet in such manner as the said officer may deem fit.
6. The beneficiary agrees that assets created out of the subsidy shall not be disposed off or sold or sublet.
7. If at any time the Modern Fish Retail Outlet is found neglected or in abandoned condition, it shall be lawful for the Administration or any officer authorized by it to order the seizure of various items for which the subsidy has been granted.
8. This agreement shall remain in force for a period of three years.
9. If at any time during the period of agreement the Administration notices that the beneficiary misuses the Modern Fish Retail Outlet for the purpose other than fish selling, the amount of subsidy shall be recovered as arrears of land revenue from the beneficiary.
10. 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 Lt. Governor, Andaman and Nicobar Islands, under the provisions of the Arbitration and Conciliation Act 1996. The Arbitration proceedings shall be held at Port Blair.

For and on behalf of the first party set their hands the day the year first above written.

Beneficiary

Administration

Assistant Director of Fisheries,
Fisheries Zonal Office,

.....

(or and on behalf of the President of India)

WITNESSES

1.

2.

WITNESSES

1.

2.

Annexure-II

AGREEMENT

(To be made in ` 5/- non-judicial stamp paper)

For grant of 50% subsidy for Construction of Nursery ponds and Breeding materials for freshwater fish seed production

This agreement is made at Port Blair on this day of 20 between Sri/ Smt. s/o/ w/o/ d/o aged about years, residing at in Andaman & Nicobar Islands hereinafter referred to as “**Beneficiary**” (which expression shall unless repugnant to the subject or context or meaning thereof be deemed to include his/ her/ their respective heirs, executors, administrator, legal representatives and assignees) of the FIRST PART, and

The President of India acting through the Assistant Director of Fisheries, Andaman and Nicobar Administration, Port Blair, herein after referred to as the “**Administration**” (Which expression shall unless repugnant to the subject or context or meaning thereof be deemed to include its successors and assignees) of the SECOND PART, and

NOW WHEREAS

34. The Administration has framed a programme called “**Subsidy for Construction of Nursery ponds and breeding materials for freshwater fish seed production**” under the Rashtriya Krishi Vikas Yojana – a plan scheme of the Ministry of Agriculture, Govt. of India (herein after referred to as “**the said programme**”) with a view to provide subsidy to the local farmers to construct nursery ponds and procure breeding materials to

produce fresh water fish seed in A&N Islands and the said Beneficiary agrees to the terms and conditions laid down under the said programme.

35. Under the said programme, the Beneficiary is eligible for subsidy to the extent of 50% subject to a maximum of ` 9,000/- for construction of nursery pond of size 10 x 10 x 1.5 mtr and ` 15,000/- for purchase of one set of breeding materials including 05 Breeding happas, 15 Hatching happas (outer/ inner), 01 Fry collection net, 05 vials (10 ml. each) of inducing agents (ovaprim / ovatide).

36. The Beneficiary by his/her application dated the day of 20 has applied to the Administration for grant of subsidy for construction of one/ two nursery ponds of size 10 x 10 x 1.5 mtr at (Village) bearing (Survey No. of the Plot) in (Tehsil) of (Name of the District) in Andaman & Nicobar Islands and purchase of one/ two sets of breeding materials including 05 Breeding happas, 15 Hatching happas (outer/ inner), 01 Fry collection net, 05 vials (10 ml. each) of inducing agents (ovaprim / ovatide).

37. The Administration have agreed to provide ` being the 50% cost of construction of one/ two nursery ponds and ` being the 50% cost of the item for procurement of one/ two sets of fish breeding materials as subsidy.

NOW THIS AGREEMENT WITNESSETH and it is hereby agreed by and between the parties here to as under:-

- a) The Beneficiary agrees to construct one/ two nursery ponds of size 10 x 10 x 1.5 mtr at (Village) bearing (Survey No. of the Plot) in (Tehsil) of (Name of the District) in Andaman & Nicobar Islands in accordance with the layout, design cost of the nursery pond as approved and sanctioned by the Administration and procure one/ two sets of fish breeding materials within nine months from the date of sanction of subsidy under the said programme.
- b) The Beneficiary has agreed that no part of the subsidy shall be utilized for purposes other than those for which it is sanctioned.
- c) The Beneficiary agrees that assets created out of the subsidy shall not be disposed off or sold.
- d) The Beneficiary agrees to keep the nursery pond and fish breeding materials in good working condition and carry out repairs when ever necessary at its own expense and to indemnify the Administration against any damage to the nursery pond and loss or damage that may be caused to the fish breeding materials or any part thereof.

- e) The Beneficiary shall permit any officer authorized by the Administration to inspect the condition of the nursery pond and fish breeding materials in such manner as the said officer may deem fit.
- f) If at any time the nursery pond and fish breeding materials are found neglected or in abandoned condition, it shall be lawful for the Administration or any officer authorized by it to order the seizure of fish breeding materials.
- g) If at any time during the period of agreement the Administration notices that the first party misuses or mis-utilises the nursery pond and fish breeding materials for the purpose other than those for which it is sanctioned, the amount subsidized shall be turned into loan and shall be recovered from the Beneficiary in three annual installments with simple interest @ 9% per annum.
- h) This agreement shall remain in force for a period of five years.
- i) In case of the breach of any condition of this agreement by the Beneficiary, the Administration shall have the right to recover the subsidy as arrears of land revenue.

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

BENEFICIARY

ADMINISTRATION

Assistant Director of Fisheries,
 Fisheries Zonal Office,

 (or and on behalf of the President
 of India)

In the presence of

1
 2

In the presence of

1
 2