

AGREEMENT

This Agreement is made on this day of.....between
Sh/Smt/Ms.....S/O/D/O/W/O
Sh.....,resident of
Village.....P.O.....Tehsil.....District.....
..... HP the Fish Farmer, here in after referred as Ist party and Director–Cum-
Warden of Fisheries, H.P. through Assistant Director of Fisheries,....., here in
after referred to as the second party.

Where as the first party has applied to the Assistant Director Fisheries
....., H.P. for subsidy of Rs.....)
for the purpose of construction of fish
pond.....

- (1) That the sum of Subsidy of Rs..... /-(Rupees
.....) shall be paid in two equal instalments by second party
to the first party.
- (2) That the first instalment shall be released on completion of 50% of the construction
work of the pond as per sanctioned area and the final instalment shall be payable to
the beneficiary after completion of the civil work as per sanction and filling of
water as per scheme and stocking of prescribed number of fingerlings in the
constructed fish pond.
- (3) That the first party agrees to undertake works in accordance to the estimates framed
by the Junior Engineer/AE/XEN of the fisheries department or Technical Assistant
or other competent officer. The second party does not allow the first party for any
deviation from the work shown in the estimates framed for the purpose.
- (4) That in case of any deviation by the first party in undertaking work as per the
estimates the second party shall recover whole of the amount already paid to first
party alongwith applicable interest there lending on in lumsum as land revenue
under the prevailing H.P. land Revenue Act.
- (5) That the first party fully agrees to abide by the direction advices and instruction
given by the second party from time to time in regard to the development of fish
culture in the water area owned/hired by him or provided to him.
- (6) That the first party agrees to under go training in fish culture at the place selected
by second party. The first party undertakes to refund the entire expenditure incurred
by the second party for the entire duration of the training, if the party leaves the
training in between.
- (7) If applicable, the first party accepts the water area given to him
by.....oron lease for a period ofYears
for the development of fisheries by him. The first party also agrees to pay the lease
amount so fixed in time to the gram panchyat concerned/owner.

- (8) As the first party is not interested in raising loan from the bank and as such the first party agrees to raise the balance amount of the estimated cost of the construction or renovation of the pond whichever is applicable from his own reasources.
- (9) The first party agrees to inform the second party about weightment of fish caught, revenue earned by way of sale of fish from the pond every year.
- (10) The first party agrees to repay the loan if any taken from the bank for this purpose in time as stipulated. The first party further agrees that the second party has full authority to collect the amount from him in case of any default.
- (11) That in case of death, insolvency, insanity of the first party or his otherwise becoming incapable for repayment of loan or in case of his utilizing the subsidy for the purpose other than that specified here in before or incase of breach of any of the condition of the grant of loan/ subsidy, first party binds itself and successors interest to personally liable for the repayment of loan of subsidy alongwith applicable interest on lending in lumsum as land revenue under the prevailing H.P. land Revenue Act.
- (12) That first party agrees to offer full opportunities to the representatives of the second party to examine the books, accounts, sale proceeds and the pond where the first party is carrying out the fish culture.
- (13) That the first party shall obtain necessary no objection certificate/clearance from Town and Country Planner if the proposed areas fall with in jurisdiction of the TCP before release of subsidy.
- (14) That the first party undertake that he shall not use subsidy for mining purpose.
- (15) The first party agrees to send to the department particulars of fish catches by filling up the fish catch coupons supply to him by the department.
- (16) The first party undertake to complete the construction work of fish ponds with in 6 month as per conditions laid in the sanction letter.
- (17) That the first party agrees to undertake fish culture in the developed water area, projects charter given by the department and as directed advidsed and instructed by the department and would take care of fish. The first party will not put forth any excuse particularly of the nature of the theft for any non payment of the dues.
- (18) IN WITNESS where of the parties have signed this agreement on this day.....month.....year.... in token of its correctness and acceptance.

Signature of first party

Signature of second party

for on behalf of Director-cum-warden of Fisheries,

HP

Witnesses:-

1.....

2.....

Witnesses:-

1.....

2.....