

FORM 'C'
AGREEMENT

This agreement made on theday ofbetween Shri.....s/o Shri.....Caste.....resident of village.....Post office.....Tehsil.....District.....(Fish Farmer) hereinafter referred to as the first party, and the Director-cum-Warden of Fisheries, Himachal Pradesh, through Assistant Director of Fisheries..... hereafter referred to as the 2nd party.

Whereas the first party has applied to the Assistant Director of Fisheries.....through the Senior Fisheries Officer.....District for subsidy of Rs.....(Rupees.....) only for the purpose of

And whereas the Assistant Director of Fisheries.....has accordingly agreed to the grant of said subsidy to the first party subject to the term and condition laid down in rules governing grant of subsidy to Fish Farmers and Fishermen in Himachal Pradesh.

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

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

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

Witness:-

1. Signature
Complete address

Signature/Thumb
impression of the
First party

2. Signature
Complete address

For and on behalf of the
Director-cum -Warden of Fisheries
Himachal Pradesh.

Signature and seal of the
Assistant Director of Fisheries