



नेपाल राजपत्र

भाग ५

श्री ५ को सरकारद्वारा प्रकाशित

खण्ड २०] काठमाडौं, फागुन ३ गते २०२७ साल [संख्या ४३

श्री ५ को सरकार

कानून तथा न्याय मन्त्रालय

श्री ५ को सरकार, नेपाल तथा जापान सरकारको बीचमा नेपाललाई जापानले कृषि सम्बन्धी सरसामान सहायताको रूपमा उपलब्ध गराउने सम्बन्धमा २ डिसेम्बर १९७० मा सम्झौता गरिएको पत्रहरूको आदान-प्रदान भएको र ती पत्रहरूको प्रामाणिक रूप अंग्रेजी भाषामा भएकोले सर्वसाधारणको जानकारीका लागि प्रकाशित गरिएको छ ।

जापान सरकारको पत्र

EMBASSY OF JAPAN

KATHMANDU

December 2, 1970.

Dear Dr. Thapa,

I have the honour to refer to the recent negotiations held between the Government of Japan and His Majesty's Government of Nepal concerning Japanese assistance to be extended in connection

(१)

आधिकारिकता मुद्रण विभागबाट प्रमाणित गरिएको छ, मात्र लागु हुनेछ।

with the Food Aid Convention of the International Grains Arrangement of 1967 (hereinafter referred to as "the Assistance"), and to propose the following arrangements:

1. The Government of Japan shall, in accordance with the relevant laws and regulations of Japan and the provisions of paragraphs 2 and 3 of the present arrangements, make available to His Majesty's Government of Nepal agricultural materials equivalent to two hundred thousand U.S. dollars (U.S. \$ 200,000) F.O.B., presently computed at seventy-two million yen (72,000,000,) in the form of grant.
2. The Assistance shall be made available during the period between the date of coming into force of the present arrangements and March 31, 1971 unless the period is extended by mutual agreement between the two Governments, for the purchase of agricultural materials from Japan under such contracts as may be entered into in Japanese yen between Japanese suppliers and Nepalese buyers, and recognized by the Government of Japan as eligible for the Assistance.
3. The Government of Japan shall, in accordance with the procedures to be determined under paragraph 10 of the present arrangements, make payments in Japanese yen to cover the obligations incurred by the Nepalese buyers under the contracts referred to in paragraph 2 above, to an account to be opened in the Tokyo office of an authorized foreign exchange bank of Japan (hereinafter referred to as "the Bank") in the name of His Majesty's Government of Nepal.
4. By and upon making a payment under the preceding paragraph, the Government of Japan shall be deemed to have made the Assistance available to His Majesty's Government of Nepal to the extent of the amount of such payment.
5. With respect to the supply of goods under the Assistance, Japanese suppliers shall be exempt from any duties, taxes and charges to be imposed by His Majesty's Government of Nepal.
6. All the expenses concerning shipping and marine insurance of the goods purchased under the Assistance shall be borne by Nepalese buyers and shall not be covered by the Assistance.
7. His Majesty's Government of Nepal shall ensure that the goods supplied by the Assistance will make effective contributions to the stabilization and development of the Nepalese economy, including an increase in food production.

8. With respect to the Assistance provided under paragraph 1, His Majesty's Government of Nepal shall deposit the equivalent in Nepalese currency of the yen disbursement in an account opened in its name in Nepal Rastra Bank. The currency thus deposited shall be utilized for economic development purposes, including food production, in Nepal in accordance with separate arrangements to be agreed upon between the two Governments.

9. The two Governments shall consult with each other in respect of any matter that may arise from or in connection with the present arrangements.

10. Further procedural details for the implementation of the present arrangements shall be agreed upon through consultation between the two Governments and between the Bank and Nepal Rastra Bank.

I have further the honour to propose that the present Note and your Note in reply confirming the foregoing arrangements on behalf of His Majesty's Government of Nepal shall be regarded as constituting an agreement between the two Governments, which will enter into force on the date of your reply.

I avail myself of this opportunity to renew to you the assurances of my highest consideration.

Dr. Bhekh Bahadur Thapa,
Secretary,

(Hidemichi Kira)

Ministry of Finance
His Majesty's Government of Nepal,

Ambassador

KATHMANDU

श्री ५ को सरकारको पत्र

His Majesty's Government

MINISTRY OF FINANCE

Singha Durbar,
KATHMANDU
NEPAL

December 2, 1970.

Excellency:

I have the honour to acknowledge the receipt of Your Excellency's Note of today's date which reads as follows:

"I have the honour to refer to the recent negotiations held between the Government of Japan and His Majesty's Government of Nepal concerning Japanese assistance to be extended in connection with the Food Aid Convention of the International Grains Arrangement of 1967 (hereinafter referred to as "the Assistance"), and to propose the following arrangements:

1. The Government of Japan shall, in accordance with the relevant laws and regulations of Japan and the provisions of paragraphs 2 and 3 of the present arrangements, make available to His Majesty's Government of Nepal agricultural materials equivalent to two hundred thousand U.S. dollars (U. S. \$ 200,000) F.O.B., presently computed at seventy-two million yen (72,000,000) in the form of grant.
2. The Assistance shall be made available during the period between the date of coming into force of the present arrangements and March 31, 1971, unless the period is extended by mutual agreement between the two Governments, for the purchase of agricultural materials from Japan under such contracts as may be entered into in Japanese yen between Japanese suppliers and Nepalese buyers, and recognized by the Government of Japan as eligible for the Assistance.
3. The Government of Japan shall, in accordance with the procedures to be determined under paragraph 10 of the present arrangements, make payments in Japanese yen to cover the obligations incurred by the Nepalese buyers under the contracts referred to in paragraph 2 above, to an account to be opened in the Tokyo office of an authorized foreign exchange bank of Japan (hereinafter referred to as "the Bank") in the name of His Majesty's Government of Nepal.

4. By and upon making a payment under the preceding paragraph, the Government of Japan shall be deemed to have made the Assistance available to His Majesty's Government of Nepal to the extent of the amount of such payment.
5. With respect to the supply of goods under the Assistance, Japanese suppliers shall be exempt from any duties, taxes and charges to be imposed by His Majesty's Government of Nepal.
6. All the expenses concerning shipping and marine insurance of the goods purchased under the Assistance shall be borne by Nepalese buyers and shall not be covered by the Assistance.
7. His Majesty's Government of Nepal shall ensure that the goods supplied by the Assistance will make effective contributions to the stabilization and development of the Nepalese economy, including an increase in food production.
8. With respect to the Assistance provided under paragraph 1, His Majesty's Government of Nepal shall deposit the equivalent in Nepalese currency of the yen disbursement in an account opened in its name in Nepal Rastra Bank. The currency thus deposited shall be utilized for economic development purposes, including food production in Nepal, in accordance with separate arrangements to be agreed upon between the two Governments.
9. The two Governments shall consult with each other in respect of any matter that may arise from or in connection with the present arrangements.
10. Further procedural details for the implementation of the present arrangements shall be agreed upon through consultation between the two Governments and between the Bank and Nepal Rastra Bank.

I have further the honour to propose that the present Note and your Note in reply confirming the foregoing arrangements on behalf of His Majesty's Government of Nepal shall be regarded as constituting an agreement between the two Governments, which will enter into force on the date of your reply.

I avail myself of this opportunity to renew to you the assurances of my highest consideration".

I have further the honour to confirm the foregoing arrangements on behalf of His Majesty's Government of Nepal and to agree

that Your Excellency's Note and this Note shall be regarded as constituting an agreement between the two Governments, which will enter into force on the date of this reply.

I avail myself of this opportunity to renew to Your Excellency the assurances of my highest consideration.

Bhekh B. Thapa
Secretary to

His Majesty's Government of Nepal

His Excellency Mr. Hidemichi Kira
Ambassador Extraordinary and Plenipotentiary
of Japan to Nepal
Japanese Embassy
Kanti Path
Kathmandu.

जापान सरकारको पत्रEMBASSY OF JAPAN
KATHMANDU

December 2, 1970.

Dear Dr. Thapa,

With reference to paragraph 10 of the Exchange of Notes between the Government of Japan and His Majesty's Government of Nepal dated December 2, 1970, (hereinafter referred to as "the Exchange of Notes") concerning the Japanese Assistance to be extended in the form of agricultural materials to Nepal (hereinafter referred to as "the Assistance") I wish to propose the following procedural arrangements:

1. The Assistance shall be made available in accordance with such contracts as may be entered into between Japanese suppliers, being Japanese nationals or Juridical persons, and buyers in Nepal (hereinafter referred to as "the Contract").
2. The purpose of the account to be opened in accordance with paragraph 3 of the Exchange of Notes (hereinafter referred to as "the Account") is only to receive the payment in Japanese yen by the Government of Japan and to pay to the Japanese suppliers for the Contracts.
3. The payment by the Government of Japan to the Account shall be made when the payment request is made by an authorized foreign exchange bank of Japan (hereinafter referred to as "the Bank") for His Majesty's Government of Nepal under the letter of credit to be opened by Nepal Rastra Bank.
4. The closing date for payment under the Assistance shall be March 31, 1971.
5. The letter of credit shall be opened at the latest by December 31, 1970, and the validity of the letter of credit shall expire on or before March 15, 1971.
6. The letter of credit shall be opened for each Contract and the amount thereof shall correspond to the amount of the Contract.
7. The letter of credit shall be opened in Japanese yen.
8. The amount of each Contract shall not be less than nine million yen (9,000,000).
9. With respect to paragraph 8 of the Exchange of Notes,

(८)

नेपाल राजपत्र भाग ५

(a) His Majesty's Government of Nepal shall deposit the Nepalese currency equivalent to two hundred thousand U.S. dollars (U.S. \$200,000) by the end of September 1971, in the account referred to in paragraph 8.

(b) The amount of Nepalese currency to be deposited in the above account shall be computed under the I.M.F. rate on the date of each deposit by His Majesty's Government of Nepal.

10. The Nepalese currency referred to in (a) of the preceding paragraph shall be used solely in Nepal.

11. Banking charges or fees in connection with the extension of the Assistance shall be borne and paid to the Bank by His Majesty's Government of Nepal from sources other than the Assistance.

12. Further procedural details for the implementation of the present arrangements may be agreed upon through consultation between the Bank and Nepal Rastra Bank.

I would appreciate it very much if you would confirm that the above arrangements are acceptable to your Government.

Dr. Bhekh Bahadur Thapa,
Secretary,

Ministry of Finance,
His Majesty's Government of Nepal,
Singha Durbar,

KATHMANDU.

(Hidemichi Kira)
Ambassador

श्री ५ को सरकारको पत्र

His Majesty's Government

MINISTRY OF FINANCE

Singha Durbar,
KATHMANDU
NEPAL

December 2, 1970.

Excellency:

I wish to acknowledge the receipt of your letter dated December 2, 1970, in which you suggested the procedural arrangements pursuant to paragraph 10 of the Exchange of Notes dated December 2, 1970, concerning the Japanese assistance in the form of agricultural materials to Nepal.

I wish to confirm that the suggested arrangements are acceptable to my Government.

Sincerely yours,
Bhekh B. Thapa
Secretary to

His Majesty's Government of Nepal

His Excellency Mr. Hidemichi Kira
Ambassador Extraordinary and Plenipotentiary
of Japan to Nepal
Japanese Embassy
Kanti Path
Kathmandu.

आज्ञाले-

चूडामणिराज सिंह मल्ल
श्री ५ को सरकारको का. मु. सचिव

श्री ५ को सरकारको छापाखानामा मुद्रित ।

आधिकारिकता मुद्रण विभागबाट प्रमाणित गरिएपछि मात्र लागु हुनेछ।

(2)

MINISTRY OF FINANCE

His Majesty's Government

MINISTRY OF FINANCE

SECRET

SECRET

SECRET

December 2, 1945

I wish to acknowledge the receipt of your letter dated 11th Nov. 1945 in which you requested the proposed arrangements for the payment of the interest on the loan of £100 million for the purpose of the reconstruction of India.

I wish to confirm that the suggested arrangements are acceptable to my Government.

I am, Sir, very truly yours,
Herbert Morrison
Secretary of State for India
His Majesty's Government of India

The Secretary, The Government of India, New Delhi
The Secretary, Ministry of Finance, Government of India, New Delhi
The Secretary, Ministry of Finance, Government of India, New Delhi
The Secretary, Ministry of Finance, Government of India, New Delhi

Yours faithfully,
Herbert Morrison
Secretary of State for India

सिद्धेश्वर
विभाग,
मुद्रण