# No. 7069

# NEW ZEALAND and INDIA

Agreement regarding the granting of a credit for the purpose of financing purchases of wool in New Zealand (with Protocol of signature). Signed at Wellington, on 22 February 1963

Official text: English,

Registered by New Zealand on 14 January 1964.

# NOUVELLE-ZÉLANDE et INDE

Accord relatif à l'octroi d'un crédit pour le financement d'achats de laine en Nouvelle-Zélande (avec Protocole de signature). Signé à Wellington, le 22 février 1963

Texte officiel anglais.

Enregistré par la Nouvelle-Zélande le 14 janvier 1964.

No. 7069. AGREEMENT¹ BETWEEN THE GOVERNMENT OF NEW ZEALAND AND THE GOVERNMENT OF INDIA REGARDING THE GRANTING OF A CREDIT FOR THE PURPOSE OF FINANCING PURCHASES OF WOOL IN NEW ZEALAND. SIGNED AT WELLINGTON, ON 22 FEBRUARY 1963

The Government of New Zealand and the Government of India, wishing to facilitate the purchase by India of New Zealand wool, have agreed upon the following provisions:

## Article I

- (1) The Reserve Bank of New Zealand acting on behalf of the Government of New Zealand will make available in New Zealand to the Government of India a credit of an amount equivalent to Two Hundred and Fifty Thousand Pounds (£250,000) in United Kingdom currency.
- (2) This total amount of credit shall be applied by the Government of India exclusively in payment for New Zealand grown wool (including freight and insurance thereon), the said wool to be purchased in New Zealand and exported to India.

#### Article II

- (1) There shall be only one drawing under the credit and such drawing shall be of a sum up to but not exceeding the amount of the credit. Such drawing shall not be made until the Government of India has certified to the purchase of wool in New Zealand at a cost (including freight and insurance) equal to the amount of the drawing.
- (2) The total amount drawn under the credit shall be repaid in five equal annual instalments. The first of such instalments will be payable on the first anniversary of the date of the drawing.
- (3) The Government of India shall be entitled, in addition to the annual instalments, to repay, before the redemption date, the whole or portions of any sum outstanding and interest on any sum or sums so repaid shall cease as from the date of payment.

<sup>&</sup>lt;sup>1</sup> Came into force on 22 February 1963, the date of signature.

#### Article III

- (1) The Reserve Bank of New Zealand shall open in the name of the Government of India an account in which shall be recorded all operations under the said credit.
- (2) No interest shall be payable by the Government of India on the debit balance in the account in respect of the first two years from the date of drawing but the Government of India will pay interest on the debit balance from time to time in the account as from the second anniversary of the date of drawing at the rate of five per centum per annum, all such interest to be paid annually on each anniversary of the date of drawing commencing with the third anniversary of the date of drawing whilst any debit balance remains.

### Article IV

All payments of interest and repayments of principal shall be effected either by lodgments in United Kingdom currency to the credit of the Reserve Bank of New Zealand at the Bank of England or alternatively by payments in New Zealand currency made to the Reserve Bank of New Zealand at Wellington and converted for accounting purposes into United Kingdom currency.

IN WITNESS WHEREOF the undersigned, being duly authorized thereto by their respective Governments, have signed the present Agreement.

Done at Wellington this 22nd day of February 1963 in duplicate in the English language.

For the Government of New Zealand:
Keith HOLYOAKE

For the Government of India:
V. K. Ahuja

#### PROTOCOL OF SIGNATURE

At the time of signing the Agreement of this day's date<sup>1</sup> between the Government of New Zealand and the Government of India Regarding the Granting of a Credit for the Purpose of Financing Purchases of Wool in New Zealand, the undersigned, being duly authorised thereto by their respective Governments, have agreed to set out the methods of applying the Agreement in the following terms which shall have the same validity as the Agreement itself:

#### Ad Article II

Ad paragraph (1): The parties agree that the advance is to be drawn once for all and is not recurring.

<sup>&</sup>lt;sup>1</sup> See p. 20 of this volume.

The utilization of the credit account will be checked according to the following conditions:

A certificate signed by the High Commissioner or the Acting High Commissioner for India in New Zealand will certify that New Zealand wool purchased in New Zealand including freight and insurance has been exported to India since 1 December 1962 up to the value of  $f_{\rm c}$  (Stg.) 250,000.

#### Ad Article III

Ad paragraph (1): The account of the Government of India shall be operated by the Reserve Bank of New Zealand under the following conditions:

- (1) The amount of the drawing and interest thereon will be debited by the Reserve Bank of New Zealand to the account of the Government of India, and the amount of the repayments of principal and the payments of interest will be credited by the Reserve Bank of New Zealand to the account of the Government of India, in terms of United Kingdom currency.
- (2) The Reserve Bank of New Zealand will forward as soon as practicable advice of the debits to the said account to the High Commissioner or the Acting High Commissioner for India in New Zealand.

### Ad Article IV

For the purpose of conversion from New Zealand currency into United Kingdom currency the rate of exchange shall be the rate current for telegraphic transfers from London to Wellington at the date of the drawing or repayment of principal or payment of interest as the case may be.

In witness whereof the undersigned have signed the present Protocol.

Done at Wellington this 22nd day of February 1963 in duplicate in the English language.

For the Government of New Zealand:
Keith HOLYOAKE

For the Government of India:
V. K. Ahuja