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GOVERNMENT OF THE PEOPLE'S REPUBLIC OF BANGLEDESH

CABINET SECRETAR AT

Cabinet Division

NOTIFICATIONS

Dacca, the 7th March 1977.

No. S. R. O. 77-L/77.—In exercise of the powers conferred by section 21 of the Chittagong Hill Tracts Development Board Ordinance, 1976 (Crd. LXXVII of 1976), the Government is pleased to make the following rules, namely:—

THE CHITTAGONG HILL TRACTS DEVELOPMENT BOARD LOANS RULES, 1977.

- 1. Short title and commencement.—(1) These rules may be called the Chittagong Hill Tracts Development Board Loans Rules, 1977.
 - (2) These rules shall come into force immediately.
- 2. Definitions.—In these rules, unless there is anything repignant in the subject or context,—
 - (a) "private sector projects" means small schemes or projects in the private sector in small-scale industry, cottage industry, handicrafts, sericulture, horticulture, fishery, poultry, livestock, agriculture and agricultural—processing;
 - (b) "fixed capital" means funds required for provision of land, buildings, machinery and includes the initial working capital;
 - (c) "working capital" means funds required to meet the day to day expenditure, such as, purchase of raw materials and rayment of vares.

(4831)

- 3. Submission of loan application.—All applications for the grant of loans shall be submitted to the Board in the form specified in Schedule A annexed to these rules.
- 4. Grant of loan.—(1) Loans may be granted by the Board, both in the local and foreign currency, for a private sector project approved by the Board after such scrutiny as may be considered necessary.
- (2) Loans for fixed capital may be granted at a simple interest repayable over a period of five years in equal annual instalments against a private sector project by the Board up to Taka 5 lakhs, provided the applicant binds himself to contribute or has contributed at least 15 per cent of the fixed capital.
- (3) Loans for fixed capital shall be released in three instalments in the proportion of 40 per cent., 40 per cent., and 20 per cent.;

Provided that no subsequent instalment shall be released unless the Board is satisfied, after such on the spot inspection as may be necessary, that the previous instalment has been fully utilised for the purpose for which it was granted.

- (4) Loans for working capital may be granted for a private sector project (handicrafts and cottage industries) requiring no machinery up to Taka 15 thousand in each case repayable in two years in equal half-yearly instalments.
- 5. Rate of interest.—Interest shall be charged at such rate as the Board, with the prior approval of the Government, may, from time to time, determine.
- 6. Security for loan.—(I) Every applicant to whom a loan is granted shall be required to execute a deed of mortgage in respect of the immovable property offered as security in favour of the Board. In case the immovable property is not sufficient to provide adequate security, the structure, machinery tools and plant shall be required to be mortgaged for this purpose.
- () The borrower shall have to insure the property mortgaged to the Board both in his own name and also in the name of the Board to cover the risks:

Provided that the Board may, in suitable cases, grant exemption to the borrowers from the requirement of insurance if the amount of loan does not exceed Taka 15 thousand.

- 7. Commencement of repayment of loan.—(I) Repayment of the loan together with the interest accrued thereon shall commence on the completion of the period of one year from the drawal of the last instalment of the loan.
- () In case of default in repayment of a instalment of loan within a period of one month from the date on which the payment is due, the Board may charge such higher rate of interest as it may determine for the instalment in default.
- 8. Recovery of loan.—The Board shall take all necessary administrative and legal measures to recover the loans along with interest accrued thereon in accordance with the provisions laid down in the loan agreement between the Board and the borrower.

- 9. Prohibition to grant loans in certain cases.—(1) Loans shall not be granted for any private sector project in which any officer or employee of the Board or his relations has any interest, directly or indirectly.
- (2) Loans shall not be granted for any private sector project which has received long term loans from other financing institutions, such as, Bangladesh Krishi Bank, Bangladesh Shilpa Bank, Bangladesh Shilpa Rin Shagstha, Bangladesh Small Industries Corporation, Bangladesh Cottage Industries Corporation and scheduled banks.
- 10. Borrower to execute an agreement.—The borrower shall execute an agreement in the form specified in Schedule B annexed to these rules.

SCHEDULE A

[See rule 3]

পাৰ্বত্য চটুগ্ৰাম উল্লয়ন বোৰ্ড

	্মণের আবেদনপত্র।
51	আবেদনকারীর পূর্ণ নাম ও স্থায়ী ঠিকানা ঃ
	(ক) আবেদনকারীর পূর্ণ নাম
	ठिकाना—
154	গ্রাম—
	ভাক্ষর—
	थाना—
	किंगा—
	(খ) পিতার নাম
21	আবেদনকারীর বর্তমান বাবসা/পেশা ঃ
	(ক) ব্যবসা/পেশার নাম
	(খ) ঠিকানা
	(গ) ব্যবসা শ্রে করার তারিখ (ঘ) ব্যক্তিগত মালিকানা/অংশীদার ব্যবসা
01	যে শিল্প/প্রকলপ স্থাপন করার প্রস্তাব করা হইতেছে তাহার বিশদ বিবরণ ঃ
	(ক) শিলেপর/প্রকল্পের নাম
	(গ) বন্দ্রপাতির তালিকা ও ম্ল্য
	(ম) জমির পরিমাণ ও জমির আনুমানিক মূল্য (ক্রয় করিতে হইলে)
1	(৬) প্রস্তুত দ্রব্যাদির বিবরণ ও তাহার বাংসরিক পরিমাণ
	(চ) বিলিডং/ইমারত নির্মাণ থরচ
	(ছ) আনুমানিক লাভ (বাংসরিক)

81	বোর্ডের নিকট আবেদনকৃত খণের পরিমাণ
61	কি ভিত্তিতে ব্যবসা সংগঠিত হইবে তাহার বিবরণ (সঠিক ঘরে দাগ দিন)
407	(ক) ব্যবিগত মালিকানা
	(খ) পার্টনারশীপ হইলে পার্টনারদের নাম ও পিতার নামঃ
1	(১) পূর্ণ নাম
	পিতার নাম
	ठिकाना—
	EIN-
	णक्षत्र— धाना—
	बिला—
	(२)
	(0)
	(গ) সমবায় হইলে সমবায় সমিতির প্রেসিডেণ্ট ও সেক্রেটার্নীর নাম ও ঠিকানা (সমবায় সমিতির গঠনতণ্ত ও বাই-ল এবং রেজেড্রিকত দলিলের একটি করিয়া সত্যায়িত কপি দাখিল করিতে হইবে)
	(ঘ) সীমাবন্ধ কোম্পানী হইলে (কোম্পানীর মেমোরানভাম এবং আার্টকেলস অব এসো- সিয়েশন-এর সত্যায়িত কপি দাখিল করিতে হইবে)।
	মুখ্য পরিচালক ও পরিচালকদের নাম ও ঠিকানাঃ—
	মুখা পরিচালক ও পরিচালকদের নাম ও ঠিকানাঃ— (১)
	(5)
	(s)
91	(১)(৩)
91	(১)
91	(১)
61	(১) (২) (৩) (১) সাঁমাবন্ধ কোম্পানী/সমবার সমিতি হইলে— (ক) প'র্নজির পরিমাণ (খ) পরিচালকদের অংশের/সড়ের বিবরণ (২) ব্যক্তিগত মালিকানা/পার্টনারশীপ (রেজেন্ট্রিক্ত) হইলে— (ক) প'র্নজির পরিমাণ
81	(১) (২) (৩) (১) সাঁমাবন্ধ কোম্পানী/সমবার সমিতি হইলে— (ক) প'্রন্জির পরিমাণ (খ) পরিচালকদের অংশের/সড়ের বিবরণ (২) ব্যক্তিগত মালিকানা/পার্টনারশীপ (রেজেন্ট্রিকৃত) হইলে—

বিশেষ দুষ্টব্য-পার্টনারশীপ হইলে রেজেণ্ট্রিকৃত দলিলের সত্যায়িত কৃপি দাখিল করিতে হইবে।

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৭। জমির পূর্ণ বিবরণঃ					
(ক) জমির মা	লিকানা				
(খ) জমির ঠি	काना				
(গ) কারখানার পাওয়া যা	জন্য ঘর/গোদাম ঘ ইবে, না তৈয়ার করি	রে/রাস্তা ইত্যাদি তে হইবে।			
৮। কাঁচামালঃ					
(ক) কাঁচা মালে	র বিবরণ		The same		
(খ) পরিমাণ (ব	নংসরিক)		Marie Lag		
(গ) মোট ম্লা			4		
৯। কর্মচারী ও শ্রমিকদের	1.6				
(ক) প্রয়োজনীয়	কর্মচারী ও শ্রমিব	চদের সংখ্যা (আলাদ	নভাবে দিতে হইবে)		
(খ) কর্মচারী	ও শ্রমিকদের বেতন	ও মজারী বাবদ			
বাংসরিক :	থরচের পরিমাণ (আ	नामाভाবে मिरठ इं	ইবে)		
১০। অর্থের যোগান (টাকায়) ঃ					
(ক) নিজস্ব পৰ্বজ					
(খ) স্থানীয় ও বৈদেশিক ম্দ্রায় বোডেরি খণ					
(আলাদাভাবে দিতে হইবে)।					
(গ) অন্যান্য সূত্র হা করিতে হা	(গ) অন্যান্য সূত্র হইতে লখ্য অর্থ (কোথা হইতে পাওয়া যাইবে তাহাও উল্লেখ করিতে হইবে)				
১১। আবেদনকার্নীর সম্পত্তি	ও দায়ের বিবরণ ঃ				
(ক) সম্পত্তিঃ					
স্থাবর সম্পত্তি—					
(১) ভূমিঃ					
ভূমির বিবরণ, দাগ নং,		minutes.			
चंजियान नः, त्योधा नः,	ভূমির পরিমাণ।	पानुगानिक वाषांत्र गुना ।	দায়, বন্ধক, ইত্যাদি থাকিলে তাহার		
ইত্যাদি।	Automorphism of the second		বিবরণ।		

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(2)	হ্মারত	/বাড়ীঘর	

বিবরণ

আন্মানিক ম্ল্য

(৩) কারখানা ঃ
(ক) জমি, সম্পত্তি, ইমারত, যন্ত্রপাতি
ইত্যাদির বিবরণ ও উহাদের ম্লা।
(খ) অস্হাবর বা অস্হায়ী সম্পত্তির
বিবরণ ও উহাদের মূল্য।
১২। আবেদনকারী তাহার যে সম্পত্তি ঋণের জন্য জামানত হিসাবে দিতে চান তাহার বিবরণ ঃ
১৩। আবেদনকারী কোন ব্যাংক অথবা ঋণদান সংস্থার কাছে ঋণের জন্য আবেদন করিয়াছিলেন কিনা ? যদি করিয়া থাকেন তবে তাহার বিস্তারিত বিবরণ এবং ফলাফল কি হইয়াছিল ?
উপরে বণিত তথ্য আমার জানামতে সঠিক। এতে কোন তথ্য ইচ্ছাকৃতভাবে বিকৃত করির বণিত হইয়াছে প্রমাণিত হইলে আইনতঃ দায়ী থাকিব।
বোর্ডের বিধি মোতাবেক নির্দিণ্ট শর্তাধীনে মোট টাকার ঋণের জন্য আমি আবেদন করিতেছি।
(আবেদনকারীর পূর্ণ স্বাক্ষর ও তারিখ)।

SCHEDULE B [See rule 10]

CREDIT AGREEMENT

This DEED OF AGREEMENT is made atthis
19
Between
having registered/head office at, hereinafter called "the BORROWER(S)" (which
expression shall, where the context so admits, include its/his/their successors-in-interest, legal representatives and assigns) of the ONE PART
AND
The Chittagong Hill Tracts Development Board established under the Chittagong Hill Tracts Development Board Ordinance, 1976 (Ordinance No. LXXVII of 1976), having its head office at Rangamati, hereinafter called "the BOARD" (which expression shall, where the context so admits, include its successors-in-interest, legal representatives and assigns) of the OTHER PART;
WHEREAS the BORROWER(S) has/have made an application to the BOARD for accommodation by way of
AND WHEREAS the said loan/credit is required by the BORROWER(S) for the purposes of execution/expansion of the BORROWER(S)' scheme/project (hereinafter called "the project"), details of which are given in the Schedule
AND WHEREAS the BOARD has agreed to give accommodation to the BORROWER(S) by providing and/or advancing to the BORROWER(S) by
a sum of
Now, therefore, this agreement witnesses as follows:
1. The BOARD will provide/give to the BORROWER(S), on the terms and conditions herein setforth and in Schedulehereto annexed, accommodation of
in the said Schedule

- 2. Unless otherwise agreed between the parties, the BORROWER(S) shall have the right to repay at any time either the full loan or any instalment there of before the due date for repayment.
- 3. Subject to the terms and conditions herein mentioned and in accordance with the procedures prescribed from time to time by the BOARD, the BORRO-WER(S) shall be entitled to draw from the BOARD and/or avail the said loan/credit or such amount thereof which may be required bona fide by the BORRO-WER(S) for the said project.
- 4. When the BORROWER(S) shall desire to draw and/or avail of the loan/credit or any portion thereof, the BORROWER(S) shall apply in writing to the Board in this behalf and the said application shall be in such form and shall contain such statements and agreement and be supported by such documents and other evidence as the BOARD may require to satisfy as to the genuineness and bona fide of the need of the BORROWER(S).

5. The BORROWER(S) shall pay to the BOARD:-	5.	The	BORRO	WER(S)	shall pay	to	the	BOARD :-
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- (i) Commission at such rate as may be prescribed by the BOARD from time to time if the BOARD is required to open or establish or cause to be opened or established Letter(s) of credit or any other authority;

- 6. If the loan/credit agreed to be given/provided by the BOARD to the BORROWER(S) under this Agreement or any portion thereof is in foreign currency all the obligations of the BORROWER(S) to make payment or repayment of the principal and of interest in respect of the loan/credit or such portion thereof as is in foreign currency shall be computed and stated.....

- 7. The loan/credit and the obligations of the BORROWER(S) shall, at the discretion of the BOARD, be secured at such time and from time to time as the BOARD may determine by all or any of the following:—
 - (i) Mortgage, legal or equitable as the BOARD may from time to time require, of the BORROWER(S)' immovable properties, including fixed p ant, machinery and fixtures, as are mentioned in Schedulehereto annexed or as the BOARD may determine from time to time, including of any assets which may be acquired by the BORROWER(S) in future.
 - (ii) Pledge and/or first charge by way of hypothecation of machinery and movable properties of the BORROWER(S), including raw materials, which are mentioned in Schedule...... hereto annexed or as the BOARD may require from time to time.
 - (hi) such other securities, contracts, agreements of guarantee and indemnity, letters of hypothecation and such other documents as may be required by the BOARD from time to time.
 - 8. The BORROWER(S) agree (s) that-
 - (i) If the mortgage referred to in clause 7 hereinabove is legal mortgage, it shall contain such terms and conditions as the BOARD may determine. The equitable mortgage has to be executed and created in the form which the BOARD may determine.
 - (ii) The BORROWER(S) snall register and file such of the documents as are referred to in clause 7 hereinabove or any other clause in this agreement or any other documents or forms as require registration or filing under law at the entire cost and expense of the BORROWER(S)
 - (iii) The BORROWER(S) shall not create any further charge on its/his/their assets, movable and immovable, which have already been charged infavour of the BOARD as security or otherwise.
- 9. The BOARD shall have the right to sell, transfer, assign, repledge, hypo thecate, or otherwise dispose of all or any of the securities mentioned in clauses 7 and 8 above and other clauses in this Agreement and to take over the management, possession and control of the BORROWER(S), concern either directly itself or through any agent(s) appointed by the BOARD.
- 10. The BOARD reserves the right to amend, modify, delete any of the conditions of the sanction letter and/or withdraw the sanction itself without assigning any reason or without giving any notice in writing or otherwise, to the BORROWER(S).
- 11. The BORROWER(S) shall not have the right to draw and/or avail of the amount of the loan/creait or any portion thereof except on the fulfilment of the conditions laid down by the BOARD. The necessary arrangements to the satisfaction of the BOARD shall have to be made by the BORROWER(S) for implementing and carrying out the project.
 - 12. The BORROWER(S) undertake(s) and covenant(s) with the BOARD:-
 - (i) To apply the entire loan/credit and all amounts drawn thereunder exclusively to finance the project;

- (ii) To keep and maintain proper books of accounts and records to identify the goods, properties and services financed out of the loan/credit and to appoint a qualified auditor acceptable to the BOARD, to have the BORROWER(S)' accounts audited at regular intervals by such auditor and to submit to the BOARD audited financial statements within a prescribed time-limit and in such form as is acceptable to the BOARD;
- (iii) Except with the permission of the Board, the BORROWER shall, if it is a partnership firm or a Cooperative Society, not change its partnership deed or, as the case may be, the constitution, and, if the BORROWER(S) is /are a company incorporated under the Companies Act, 1913, it shall not alter its/their Memorandum and Articles of Association;
- (iv) Not to undertake any amalgamation, re-construction, consolidation, conversion, dissolution or voluntary winding up of the BORRO-WER(S);
- (v) Not to change its/his/their management or allow its/his/their Directors or Managing Agents or the shareholders, Directors/Partners/Proprietors or the Managing Agents to dispose of their share(s) or substantial part thereof in the BORROWER(S) or in the Managing Agency/Company/Firm/Concern;
- (vi) To execute all documents and do all acts and things which the BOARD may require to give effect to this Agreement;
- (vii) Except with the previous consent in writing of the BOARD, the BORROWER(S) shall not obtain from its bankers overdraft or other facilities against the security of a charge by way of hypothecation or pledge of its stocks of raw materials, stores and stock-in-trade not already under the charge of the BOARD;
- (viii) Not to pull down or remove any part of its/his/their fixtures, machinery, plant, other fixed assets without the prior approval of the BOARD;
 - (ix) Not to change its/his/their capital structure without the consent of the BOARD;
 - (x) Not to enter into any arrangement or composition with its/his/their creditors withou the consent of the BOARD;
 - (xi) Generally not to do anything which may be prejudicial to the interest of the BOARD.
- 13. The BORROWER(S) hereby represent(s) and warrant(s) as under :-
 - (i) That the BORROWER(S) has/have full powers to own the properties and goods and to carry on the business which it/he/they own(s) and carry/carries on and propose(s) to own and carry on for the purpose of the project.
 - (ii) That the BORROWER(S) has/have valid title to all the assets and properties to be charged in favour of the BOARD and is the exclusive owner thereof and such properties are free from all charges, liens and encumbrances of any kind.

14. The BORROWER(S) shall insure the project and all goods, assets and properties financed out of the loan/credit and/or such goods, assets and properties as form the security of the BOARD against such risks in such amount or amounts and with such insurance offices as shall be required by the BOARD from time to time.

15. The BOARD and the BORROWER(S) agree that :-

- (i) All the Schedules hereto annexed are and shall form integral parts of this Agreement and this Agreement shall also cover any further loan/credit which the BORROWER(S) may take from the BOARD. For any additional/further loan/credit no fresh Agreement may be executed but all terms and conditions of this Agreement shall be applicable to such loan/credit.
- 16. If and when the entire principal amount of the loan/credit including that of the additional/further loan/credit and all interest and other charges which shall have accrued on such loan/credit and all other sums payable by the BORROWER(S) to the BOARD hereunder shall have been paid in accordance with the provisions herein contained and all other conditions required to be fulfilled by the parties have been fulfilled, this Agreement and all obligations of the BORROWER(S) hereunder shall forthwith terminate.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and signed in their respective names the day, month and year first above written.

Signed sealed	and delivered in	nresence of	· For	and on behalf	of the s
Signed, scarca	and delivered in	presence of	, 101	and on benan	of the f
1.					
2.			2.		
2.					
Wide		-1	Directors	Administrator/	Partners
Datea)		Proprietor.	di incio)

For and on behalf of the Chittagong Hill Tracts Development Board.

No. S. R. O. 78-L/77. - In exercise of the powers conferred by section 21 of the Rajshahi Division Development Board Ordinance, 1976 (Ord. LXXX of 1976), Government is pleased to make the following rules, namely :-

THE RAJSHAHI DIVISION DEVELOPMENT BOARD LOANS RULES, 1977.

- 1. Short title and commencement .- (1) These rules may be called the Raishahi Division Development Board Loans Rules, 1977.
 - (2) These rules shall come into force immediately.
- 2. Definitions .- In these rules, unless there is anything repugnant in the subject or context,-
 - (a) "private sector projects" means small schemes or projects in the private sector in small-scale industry, cottage industry, handicrafts, sericulture, horticulture, fishery, poultry, livestock, agriculture and agricultural processing;
 - (b) "fixed capital" means funds required for provision of land, buildings. machinery and includes the initial working capital ;
 - (c) "working capital" means funds required to meet the day to day expenditure, such as, purchase of raw materials and payment of wages.
- 3. Submission of loan application.—All applications for the grant of loans shall be submitted to the Board in the form specified in Schedule A annexed to these rules.
- 4. Grant of loan .- (1) Loans may be granted by the Board, both in the local and foreign currency, for a private sector project approved by the Board after such scrutiny as may be considered necessary.
- (2) Loans for fixed capital may be granted at a simple interest repayable over a period of five years in equal annual instalments against a private sector project by the Board up to Taka 5 lakhs, provided the applicant binds himself to contribute or has contributed at least 15 per cent of the fixed capital.
- (3) Loans for fixed capital shall be released in three instalments in the proportion of 40 per cent, 40 per cent and 20 per cent;

Provided that no subsequent instalment shall be released unless the Board is satisfied, after such on the spot inspection as may be necessary, that the previous instalment has been fully utilised for the purpose for which it was granted.

- (4) Loans for working capital may be granted for a private sector project (handicrafts and cottage industries) requiring no machinery up to Taka 15 thousand in each case repayable in two years in equal half-yearly instalments.
- 5. Rate of interest.-Interest shall be charged at such rate as the Board with the prior approval of the Government, may, from time to time, determine.

- 6. Security for loan.—(1) Every applicant to whom a loan is granted shall be required to execute a deed of mortgage in respect of the immovable property offered as security in favour of the Board. In case the immovable property is not sufficient to provide adequate security, the structure, machinery, tools and plant shall be required to be mortgaged for this purpose.
- (2) The borrower shall have to insure the property mortgaged to the Board both in his own name and also in the name of the Board to cover the risks:

Provided that the Board may, in suitable cases, grant exemption to the borrowers from the requirement of insurance if the amount of loan does not exceed Taka 15 thousand.

- 7. Commencement of repayment of loan.—(1) Repayment of the loan together with the interest accrued thereon shall commence on the completion of the period of one year from the drawal of the last instalment of the loan.
- (2) In case of default in repayment of a instalment of loan within a period of one month from the date on which the payment is due, the Board may charge such higher rate of interest as it may determine for the instalment in default.
- 8. Recovery of loan.—The Board shall take all necessary administrative and legal measures to recover the loans along with interest accrued thereon in accordance with the provisions laid down in the loan agreement between the Board and the borrower.
- 9. Prohibition to grant loans in certain cases,—(1) Loans shall not be granted for any private sector project in which any officer or employee of the Board or his relations has any interest, directly or indirectly.
- (2) Loans shall not be granted for any private sector project which has received long term loans from other financing institutions, such as, Bangladesh Krishi Bank, Bangladesh Shilpa Bank, Bangladesh Shilpa Rin Shagstha, Bangladesh Small Industries Corporation, Bangladesh Cottage Industries Corporation and scheduled banks.
- 10. Borrower to execute an agreement.—The borrower shall execute an agreement in the form specified in Schedule B annexed to these rules.

SCHEDULE A

[See rule 3]

त्राजभारी विचाश केल्यन द्वार्छ।

	খণের আবেদনপত্ত।
51	আবেদনকারীর পূর্ণ নাম ও স্হায়ী ঠিকানা ঃ
	(ক) আবেদনকারীর প্রেণ্নাম
	ठिकाना—
	গ্রাম—
	ডাকঘর—
URL.	थाना—
	जिला—
	(খ) পিতার নাম
11	আবেদনকারীর বর্তমান বাবসা/পেশা ঃ
	(ক) ব্যবসা/পেশার নাম
	(খ) ঠিকানা
	(গ) বাবসা শর্র করার তারিখ
	(ঘ) ব্যক্তিগত মালিকানা/অংশীদার ব্যবসা
01	যে শিল্প/প্রকল্প স্থাপন করার প্রস্তাব করা হইতেছে তাহার বিশদ বিষরণ :
	(ক) শিলেপর/প্রকলেপর নাম
	(খ) ফ্যান্টরী ষেখানে স্হাপিত হইবে তাহার ঠিকানা
	(গ) যন্ত্রপাতির তালিকা ও মূল্য
	(খ) জমির পরিমাণ ও জমির আলুমানিক মলো (ক্লয় করিতে হইলে)
	(৬) প্রস্তৃত দ্ব্যাদির বিবরণ ও তাহার বাংসরিক পরিমাণ
	(চ) বিশিডং/ইমারত নির্মাণ খরচ
-	(ছ) আনুমানিক লাভ (বাংসরিক)
81	বোডের নিকট হইতে আবেদনকৃত ঋণের প্রারমাণ্
Œ1	কি ভিত্তিতে ব্যবসা সংগঠিত হইবে তাহার বিবরণ। (সঠিক বরে দাগ দিন)।
	(ক) ব্যক্তিগত মালিকানা

	(খ)	পার্টনারশীপ হইলে পার্টনারদের নাম ও পিতার নাম
	(2)	পূর্ণ নাম
-1.0		পিতার নাম
		ठिकाना—
		श्राम—
		ভাক্ষর—
		থানা—
	-	्री - जिला-
		(২)
		(0)
	(গ)	সমবার হইলে সমবার সমিতির প্রেসিডেণ্ট ও সেক্টোরীর নাম ও ঠিকানা (সমবার সমিতির গঠনতন্ত ও বাই-ল এবং রেজেন্টিক্ত দলিলের একটি করিয়া সত্যায়িত কপি দাখিল করিতে হইবে)।
	(ঘ)	সীমাবাধ কোম্পানী হইলে (কোম্পানীর মেমোরানভাম এবং আর্টিকেলস অব এসোঁ- সিয়েশন-এর সত্যায়িত কপি দাখিল করিতে হইবে)।
		মুখ্য পরিচালক ও পরিচালকদের নাম ও ঠিকানা—
		(5)
		(২)
		(0)
81	(5)	সীমাবন্ধ কোম্পানী/সমবায় সমিতি হইলে—
15		(ক) পার্নজর পরিমাণ
		(খ) পরিচালকুদের অংশের/সম্বের বিবরণ
	(4)	ব্যবিগত মালিকানা/পার্টনারশীপ (রেজেড্রিকৃত) হইলে—
		(ক) প'্রজির পরিমাণ
		(খ) অংশীদারগণের অংশের/সড়ের বিবরণ
বি	रंभव	দুভাষা-পার্টনারশীপ হইলে রেজেন্ট্রিকৃত দলিলের স্ত্যারিত কৃপি দাখিল করিতে
ইবে।		
91	क्य	র পূর্ণ বিবরণ ঃ
	1	(ক) জমির মালিকানা
		(খ) জমির ঠিকানা
		(গ) কারখানার জন্য ঘর/গোদাম ঘর/রাস্তা ইত্যাদি পাওয়া যাইবে, না তৈয়ার করিতে হইবে।

৮। কাঁচামাল : (ক) কাঁচা মালে: (খ) পরিমাণ (ব (গ) মোট মূল্যা.	াংসরিক)		
৯। কর্মচারী ও শ্রমিকদের (ক) প্রয়োজনীয় (থ) কর্মচারী		ও মজ্বী বাবদ	
১০। জর্মের যোগান (টাকার ক) নিজপ্র পশ্রিজ (থ) স্থানীয় ও বৈদে (আলাদাভাবে দ্রি গ) অন্যান্য সূত্র হর্ত্ত করিতে হইবে)। ১১। আবেদনকারীর সম্পত্তি (ক) সম্পত্তিঃ স্থাবর সম্পত্তি— (১) ভূমিঃ	শিক মন্ত্রায় বোডেরি তে হইবে)। ইতে লম্ধ অথ ও দায়ের বিবরণঃ	(কোথা হইতে পা	ওয়া যাইবে হোহাত বিজ্ঞাখ
ভূমির বিবরণ, দাগ নং, থতিয়ান নং. মৌজা নং, ইত্যাদি।	ভূমির পরিমাণ।	जानु गानिक वाक्षात मून्छ।	দায়, বন্ধক, ইত্যাদি থাকিলে তাহার বিবরণ।
(২) ইমারড/বা	ভীঘর ঃ		

जान, भागिक भ, जा

विवन्नग

having registered/head office at, hereinafter called "the BORROWER(S)" (which expression shall, where the context so admits, include its/his/their successors-in-interest, legal representatives and assigns) of the ONE PART.

AND

The Rajshahi D'vision Development Board established under the Rajshahi Division Development Board Ordinance, 1976 (Ordinance No. LXXX of 1976), having its head office at Rajshahi, hereinafter called "the BOARD" (which expression shall, where the context so admits, include its successors-ininterest, legal representatives and assigns) of the OTHER PART.

WHEREAS the BORROWER(S) has/have made an application to the BOARD
for accommodation by way of
(hereinafter called "the loan/credit");
AND WHEREAS the said loan/credit is required by the BORROWER(S) for ithe purposes of execution/expansion of the BORROWER(S)' scheme/project (hereinafter called "the project"), details of which are given in the Schedule
AND WHEREAS the BOARD has agreed to give accommodation to the BOR-ROWER(S) by providing and/or advancing to the BORROWER(S) by
a sum of
Now, THEREFORE, THIS, AGREEMENT WITNESSES AS FOLLOWS:-
1. The BOARD will provide/give to the BORROWER(S), on the terms and conditions herein setforth and in Schedulehereto annexed, accommodation of
by way of loan/credit in the manner stated
in the said Schedule
2. Unless otherwise agreed between the parties, the BORROWER(S) shall have the right to repay at any time either the full loan or any instalment thereof before the due date for repayment.

- 3. Subject to the terms and conditions herein metnioned and in accordance with the procedures prescribed from time to time by the BOARD, the BORRO-WER(S) shall be entitled to draw from the BOARD and/or avail the said loan/ credit or such amount thereof which may be required bona fide by the BORRO-WER(S) for the said project.
- 4. When the BORROWER(S) shall desire to draw and/or avail of the loan/ credit or any portion thereof, the BORROWER(S) shall apply in writing to the Board in this behalf and the said application shall be in such form and shall

contain such statement and agreement and be supported by such documents and other evidence as the BOARD may require to satisfy as to the genuineness and bona fide of the need of the BORROWER(S).

- 5. The BORROWER(S) shall pay to the BOARD:-
- (i) Commission at such rate as may be prescribed by the BOARD from time to time if the BOARD is required to open or establish or cause to be opened or established Letter(s) of credit or any other authority;
- (ii) Interest on the loan/credit at the rate of......per cent. per annum which shall be payable half-yearly/annually on the principal amount of the loan/credit drawn and/or availed of by the BORROWER(S) from the BOARD and outstanding from time to time. The interest shall be computed on a daily basis using a 365 days factor and shall be due and payable on...........in each year. In no case the interest will be exempted and/or reduced;

BORI rency ment	all of	ver(the the	S) unde obligation principal	r this Ag	reement e BORR interest	or any portico OWER(S) to in respect o	n thereof i make payi f the loan	BOARD to the s in foreign cur- ment or repay- /credit or such ated	
	2020202								

- 7. The loan/credit and the obligations of the BORROWER(S) shall, at the discretion of the BOARD, be secured at such time and from time to time as the BOARD may determine by all or any of the following—

 - (ii) Pledge and/or first charge by way of hypothecation of machinery and movable properties of the BORROWER(S), including raw materials, which are mentioned in Schedule.....hereto annexed or as the BOARD may require from time tio time.

- (iii) Such other securities, contracts, agreements of guarantee and indemnity letters of hypothecation and such other documents as may be required by the BOARD from time to time.
- 8. The BORROWER(S) agree(s) that-
- (i) If the mortgage referred to in clause 7 hereinabove is legal mortgage, it shall contain such terms and conditions as the BOARD may determine. The equitable mortgage has to be executed and created in the form which the BOARD may determine.
- (ii) The BORROWER(S) shall register and file such of the documents as are referred to in clause 7 hereinabove or any other clause in this agreement or any other documents or forms as require registration or filing under law at the entire cost and expense of the BORROWER(S).
- (iii) The BORROWER(S) shall not create any further charge on its/his/their assets, movable and immovable, which have already been charged in favour of the BOARD as security or otherwise.
- 9. The BOARD shall have the right to sell, transfer, assign, repledge, hypothecate, or otherwise dispose of all or any of the securities mentioned in clauses 7 and 8 above and other clauses in this Agreement and to take over the management, possession and control of the BORROWER(S), concern either directly itself or through any agent(s) appointed by the BOARD.
- 10. The BOARD reserves the right to amend, modify, delete any of the conditions of the sanction letter and/or withdraw the sanction itself without assigning any reason or without giving any notice in writing or otherwise, to the BORROWER(S).
- 11. The BORROWER(S) shall not have the right to draw and/or avail of the amount of the loan/credit or any portion thereof except on the fulfilment of the conditions laid down by the BOARD. The necessary arrangements to the satisfaction of the BOARD shall have to be made by the BORROWER(S) for implementing and carrying out the project.
 - 12. The BORROWER(S) undertake(s) and covenant(s) with the BOARD-
 - (i) To apply the entire loan/credit and all amounts drawn thereunder exclusively to finance the project;
 - (ii) To keep and maintain proper books of accounts and records to identify the goods, properties and services financed out of the loan/credit and to appoint a qualified auditor acceptable to the BOARD, to have the BORROWER(S)' accounts audited at regular intervals by such auditor and to submit to the BOARD audited financial statements within a prescribed time-limit and in such form as is acceptable to the BOARD;
 - (iii) Except with the permission of the Board, the BORROWER shall, if it is a partnership firm or a Cooperative Society, not change its partnership deed or, as the case may be, the constitution, and, if the BORROWER(S) is/are a company incorporated under the Companies Act, 1913, it shall not alter its/their Memorandum and Articles of Association;

- (iv) Not to undertake any amalgamation, re-construction, consolidation, conversion, dissolution or voluntary winding up of the BORRO-WER(S);
- (v) Not to change its/his/their management or allow its/his/their Directors or Managing Agents or the shareholders, Directors/Partners/Proprietors or the Managing Agents to dispose of their share(s) or substantial part thereof in the BORROWER(S) or in the Managing Agents/Company/Firm/Concern;
- (vi) To execute all documents and do all acts and things which the BORAD may require to give effect to this Agreement;
- (vii) Except with the previous consent in writing of the BOARD, the BORROWER(S) shall not obtain from its bankers overdraft or other facilities against the security of a charge by way of hypothecation or pledge of its stocks of raw materials, stores and stock-in-trade not already under the charge of the BOARD;
- (viit) Not to pull down or remove any part of its/his/their fixtures, machinery, plant, other fixed assets without the prior approval of the BOARD;
 - (ix) Not to change its/his/their capital structure without the consent of the BOARD;
 - (x) Not to enter into any arrangement or composition with its/his/their creditors without the consent of the BOARD;
 - (xi) Generally not to do anything which may be prejudicial to the interest of the BOARD.
- 13. The BORROWER(S) hereby represent(s) and warrant(s) as under :-
 - (i) That the BORROWER(S) has/have full powers to own the properties and goods and to carry on the business which it/he/they own(s) and carry/carries on and propose(s) to own and carry on for the purpose of the project.
 - (ii) That the BORROWER(S) has/have valid title to all the assets and properties to be charged in favour of the BOARD and is the exclusive owner thereof and such properties are free from all charges, liens and encumbrances of any kind.
- 14. The BORROWER(S) shall insure the project and all goods, assets and properties financed out of the loan/credit and/or such goods, assets and properties as form the security of the BOARD against such risks in such amount or amounts and with such insurance offices as shall be required by the BOARD from time to time.
 - 15. The BOARD and the BORROWER(S) agree that :-
 - (i) All the Schedules hereto annexed are and shall form integral parts of this Agreement and this Agreement shall also cover any further loan/credit which the BORROWER(S) may take from the BOARD. For any additional/further loan/credit no fresh Agreement may be executed but all terms and conditions of this Agreement shall be applicable to such loan/credit.

16. If and when the entire principal amount of the loan/credit including that of the additional/further loan/credit and all interest and other charges which shall have accrued on such loan/credit and all other sums payable by the BORROWER(S) to the BOARD hereunder shall have been paid in accordance with the provisions herein contained and all other conditions required to be fulfilled by the parties have been fulfilled, this Agreement and all obligations of the BORROWER(S) hereunder shall forthwith terminate.

IN WITNESS WHER OF, the parties hereto have caused this Agreement to be executed and signed in their respective names the day, month and year first above written.

Signed, sealed and delivered in presence of	of: For and on behalf of the:
1.	1.
2.	2.
(Vide)	Directors Administrator Partners Proprietor.
	For and on behalf of the Rajshahi Division Development Board,

No. S. R. O. 79-L/77.—In exercise of the powers conferred by section 21 of the Khulna Division Development Board Ordinance, 1976 (Ord. LXXV of 1976), the Government is pleased to make the following rules, namely:—

THE KHULNA DIVISION DEVELOPMENT BOARD LOANS RULES, 1977

- Short title and commencement.—(I) These rules may be called the Khulna Division Development Board Loans Rules, 1977.
 - (2) These rules shall come into force immediately.
- 2. Definitions.—In these rules, unless there is anything repugnant in the subject or context,—
 - (a) "private sector projects" means small schemes or projects in the private sector in small-scale industry, cottage industry, handicrafts, sericulture, horticulture, fishery, poultry, livestock, agriculture and agricultural processing;

- (b) "fixed capital," means funds required for provision of land, buildings, machinery and includes the initial working capital;
- (c) "working capital" means fun's required to meet the day to day expenditure, such as, purchase of raw materials and payment of wages.
- 3. Submission of loan application.—All applications for the grant of loans shall be submitted to the Board in the form specified in Schedule A annexed to these rules.
- 4. Grant of loan.—(1) Loans may be granted by the BOARD, both in the local an 1 foreign currency, for a private sector project approved by the Board after such scrutiny as may be considered necessary.
- (2) Loans for fixed capital may be granted at a simple interest repayable over a period of five years in equal annual instalments against a private sector project by the Board up to Taka 5 lakhs, provided the applicant binds himself to contribute or has contributed at least 15 per cent of the fixed capital.
- (3) Loans for fixed capital shall be released in three instalments in the proportion of 40 per cent, 40 per cent and 20 per cent:

Provided that no subsequent instalment shall be released unless the Board is satisfied, after such on the spot inspection as may be necessary, that the previous instalment has been fully utilised for the purpose for which it was granted.

- (4) Loans for working capital may be granted for a private sector project (handicrafts and cottage industries) requiring no machinery up to Taka 15 thousand in each case repayable in two years in equal half-yearly instalments.
- 5. Rate of interest.—Interest shall be charged at such rate as the Board, with the prior approval of the Government, may, from time to time, determine.
- 6. Security for loan.—(1) Every applicant to whom a loan is granted shall be required to execute a deed of mortgage in respect of the immovable property offered as security in favour of the Board. In case the immovable property is not sufficient to provide adequate security, the structure, machinery, tools and plant shall be required to be mortgaged for this purpose.
- (2) The borrower shall have to insure the property mortgaged to the Board both in his own name and also in the name of the Board to cover the risks:

Provided that the Board may, in suitable cases, grant exemption to the borrowers from the requirement of insurance if the amount of loan does not exceed Taka 15 thousand.

- 7. Commencement of repayment of loan.—(1) Repayment of the loan together with the interest accrued thereon shall commence on the completion of the period of one year from the drawal of the last instalment of the loan.
- (2) In case of default in repayment of a instalment of loan within a period of one month from the date on which the payment is due, the Board may charge such higher rate of interest as it may determine for the instalment in default.

- 8. Recovery of loan.—The Board shall take all necessary administrative and legal measures to recover the loans along with interest accrued thereon in accordance with the provisions laid down in the loan agreement between the Board and the borrower.
- 9. Prohibition to grant loans in certain cases.—(1) Loans shall not be granted for any private sector project in which any officer or employee of the Board or his relations has any interest, directly or indirectly.
- (2) Loans shall not be granted for any private sector project which has received long term loans from other financing institutions, such as, Bangladesh Krishi Bank, Bangladesh Shilpa Bank, Bangladesh Shilpa Rin Shagstha, Bangladesh Small Industries Corporation, Bangladesh Cottage Industries Corporation and scheduled banks.
- 10. Borrower to execute an agreement.—The borrower shall execute an agreement in the form specified in Schedule B annexed to these rules.

SCHEDULE A

[See rule 3]

খ্লনা বিভাগ উল্লয়ন বোর্ড।

51	আবেদনকারীর পূর্ণ নাম ও স্থায়ী ঠিকানা ঃ
	(ক) আবেদনকারীর পূর্ণ নাম
	ठिकाना—
	গ্রাম—
	ভাকখন—
	शाना—
	किया—
	(খ) পিতার নাম
21	আবেদনকারীর বর্তমান বাবসা/পেশা ঃ
	(ক) বাবসা/পেশার নাম
	(খ) ठिकाना
	(গ) বাবসা শ্রে করার তারিখ
	(ঘ) ব্যক্তিগত মালিকানা/অংশীদার বাবসা
01	যে শিল্প/প্রকলপ স্হাপন করার প্রস্তাব করা হইতেছে তাহার বিশদ বিবরণ ঃ
	(ক) শিল্পের/প্রকল্পের নাম
	(খ) ফারেবী যেখানে স্তাপিত হুটবে ভাহার ঠিকানা

-	(গ) যন্ত্রপাতির তালিকা ও মূলা
	(ঘ) জমির পরিমাণ ও জমির আনুমানিক মূল্য (ক্রয় করিতে হইলে)
	(৬) প্রস্তুত দ্রবাদির বিবরণ ও তাহার বাংসরিক পরিমাণ
	(চ) বিল্ডিং/ইমারত নির্মাণ খরচ
	(ছ) আনুমানিক লাভ (বাংসরিক).
- 47	
81	বোডের নিকট্ হইতে আবেদনকৃত ঋণের পরিমাণ
41	কি ভিত্তিতে বাবসা সংগঠিত হইবে তাহার বিবরণ। (সঠিক ঘরে দাগ দিন)।
	(ক) ব্যক্তিগত মালিকানা
	(খ) পার্টনারশীপ হইলে পার্টনারদের নাম ও পিতার নাম
	(১) পূর্ণ নাম
600	পিতার নাম
	ठिकाना—
	SIM—
	ভাক্ষর—
	शाना—
	जिला—
	(२)
	(0)
	(গ) সমবার হইলে সমবার সমিতির প্রেসিডেণ্ট ও সেক্রেটারীর নাম ও ঠিকানা (সমবার সমিতির গঠনতন্ত ও বাই-ল এবং রেজেম্মিকত দলিলের একটি করিয়া সত্যায়িত
	ক্ষিপ দাখিল করিতে ইইবে)।
	(ঘ) সীমাবন্ধ কোম্পানী হইলে (কোম্পানীর মেমোরান্ডাম এবং আর্টিকেলস অব এসো-
	সিয়েশন-এর সত্যায়িত কপি দাখিল করিতে হইবে)।
	মূখ্য পরিচালক ও পরিচালকদের নাম ও ঠিকানাঃ—
	(5)
	(२)
	(0)
91	(১) সীমাবন্ধ কোনপানী/সমবায় সমিতি হইলে—
	(ক) প'্রজির পরিমাণ
	(খ) পরিচালকদেশ্ব অংশের/সত্বের বিবরণ
	(২) ব্যক্তিগত মালিকানা/পার্টনারশীপ (রেজেন্ট্রিকত) হইলে—
	(ক) প'্রজির পরিমাণ
	(খ) অংশীদারগণের অংশের/সড়ের বিবরণ
-	
	বিশেষ দুণ্টব্য-পার্টনারশীপ হইলে রেজেণ্ট্রিকৃত দলিলের সত্যায়িত কপি দাখিল করিতে
इट्रंब)	

৭। জমির প্র্ণ বিবরণ ঃ								
(ক) জমির মার্	व्यकाना							
(খ) জমির ঠিকানা								
	জন্য ঘর/গোদাম ঘ বে, না তৈয়ার করিব							
४। काँ हाभान :								
(ক) কাঁচা মালের বিবরণ								
(থ) পরিমাণ (বাংসরিক)								
(গ) মোট মূল্য.								
১। কর্মচারী ও শ্রমিকদের	বিবরণ ঃ							
(ক) প্রয়োজনীয়	কর্মকারী ও শ্রমিক	দদের সংখ্যা (আলাদ	ভাবে দিতে হইবে)					
	ও শ্রমিকদের বেতন ারচের পরিমাণ (আ	ও মজ্বী বাবদ লাদাভাবে দিতে হই	বৈ)					
১০। অর্থের যোগান (টাকার	1):							
(ক) নিজস্ব পার্জি								
(খ) স্থানীয় ও বৈদে (আলাদাভাবে দি		র ঋণ						
(গ) অন্যান্য সূত্র হই করিতে হইবে)।	ট্ৰেত লখ্য অৰ্থ	(কোথা হইতে প	াওয়া যাইবে তাহাও উল্লেখ					
১১। আবেদনকারীর সম্পত্তি	ও দারের বিবরণ ঃ							
(ক) সম্পত্তিঃ								
স্থাবর সম্পত্তি—								
(১) ভূমি ঃ								
ভূমির বিবরণ, দাগ নং, খতিয়ান নং, মৌজা নং, ইত্যাদি।	ভূমির পরিমাণ।	আনুমানিক বাজার মূল্য।	দায়, বন্ধখ, ইত্যাদি থাকিলে তাহার বিবরণ।					
		C-10138 6						
		-						

(২) ইমারত/বাড়ীঘর ঃ

বিবরণ	আন্মানিক ম্লা
(4)	
(७) कात्रथाना इ	
জাম, সম্পাত, ইমারত, যন্তপাত ইত্যাদির বিবরণ ও উহাদের ম্লা .	
১২। আবেদনকারী তাহার যে সম্পত্তি ঋণের জন্য জা	মানত হিসাবে দিতে চান তাহার বিবরণ ঃ
১৩। আবেদনকারী কোন ব্যাংক অথবা ঋণদান সংস্থা কিনা? যদি করিয়া থাকেন তবে তাহার বিস্ত	
উপরে বর্ণিত তথ্য আমার জানামতে সঠিক। এথ বর্ণিত হইরাছে প্রমাণিত হ <u>ইলে</u> আইনতঃ দায়ী থাকি	
বোর্ডের বিধি মোতাবেক নির্দিণ্ট শর্তাধীনে মে টাকার ঋণের জন্য আমি আবেদন করিতেছি।	пв
(3	াবেদনকারীর পূর্ণ স্বাক্ষর ও তারিখ)।
SCHEDULE [See rule 10	
CREDIT AGREE	
This DEED of AGREEMENT is made a	
BETWEEN	
having registered/head office at	

expression shall, where the context so admits, include its/his/their successors-in-interest, legal representatives and assigns) of the ONE PART.

AND

Khulna Division Development Board established under the Khulna Divis on Development Board Ordinance, 1976 (Ordinance No. LXXV of 1976), having its head office at Khulna, hereinafter called "the BOARD" (which expression shall, where the context so admits, include its successors-in-interest, legal representatives and assigns) of the OTHER PART.

for accommodation by way of
(hereinafter called "the loan/credit");
AND WHEREAS the said loan/credit is required by the BORROWER(S) for the purposes of execution/expansion of the BORROWER(S)' scheme/project (hereinafter called "the project"), details of which are given in the Schedule annexed hereto;
AND WHEREAS the BOARD has agreed to give accommodation to the BORROWER(S) by providing and/or advancing to the BORROWER(S) by
upon the terms and conditions stated hereinafter and the BORROWER(S) has/have agreed to the same;
Now, Therfore, this agreement witnesses as follows :
1. The BOARD will provide/give to the BORROWER(S), on the terms and conditions herein set forth and in Schedule
annexed, accommodation of by way of loan/credit in the manner stated
in the said Schedule and the BORROWER(S) shall repay the loan/credit in accordance with the terms and conditions mentioned in Schedule annexed hereto.

- 2. Unless otherwise agreed between the parties, the BORROWER(S) shall have the right to repay at any time either the full loan or any instalment thereof before the due date for repayment.
- 3. Subject to the terms and conditions herein metnioned and in accordance with the procedures prescribed from time to time by the BOARD, the BORRO-WER(S) shall be entitled to draw from the BOARD and/or avail the said loan/credit or such amount thereof which may be required bona fide by the BORRO-WER(S) for the said project.
- 4. When the BORROWER(S) shall desire to draw and/or avail of the loan/credit or any portion thereof, the BORROWER(S) shall apply in writing to the BOARD in this behalf and the said application shall be in such form and shall contain such statement sand agreement and be supported by such documents and other evidence as the BOARD may require to satisfy as to the genuineness and bona fide of the need of the BORROWER(S).

- 5. The BORROWER(S) shall pay to the BOARD:-
- (i) Commission at such rate as may be prescribed by the BOARD from time to time if the BOARD is required to open or establishe or cause to be opened or established Letter(s) of credit or any other authority;

BORROWER(S) rency all the ob- ment of the pri	under this Agr bligations of the ncipal and of	BORROWE interest in	R(S) to make respect of the	the BOARD to the reof is in foreign cur- payment or repay- loan/credit or such and stated
*****				*

- 7. The loan/credit and the obligations of the BORROWER(S) shall, at the discretion of the BOARD, be secured at such time and from time to time as the BOARD may determine by all or any of the following:—
 - (i) Mortgage, legal or equitable as the BOARD may from time to time require, of the BORROWER(S)' immovable properties, including fixed plant, machinery and fixtures, as are mentioned in Schedulehereto annexed or as the BOARD may determine from time to time, including of any assets which may be acquired by the BORROWER(S) in future.
 - (ii) Pledge and/or first charge by way of hypothecation of machinery and movable properties of the BORROWER(S), including raw materials, which are mentioned in Schedule...... hereto annexed or as the BOARD may require from time to time.
 - (iii) Such other securities, contracts, agreements of guarantee and indemnity, letters of hypothecation and such other documents as may be required by the BOARD from time to time.

8. The BORROWER(S) agree(s) that:-

- (i) If the mortgage referred to in clause 7 hereinapove is legal mortgage, it shall contain such terms and conditions as the BOARD may determine. The equitable mortgage has to be executed and created in the form which the BOARD may determine.
- (ii) The BORROWER(S) shall register and file such of the documents as are referred to in clause 7 hereinabove or any other clause in this agreement or any other documents or forms as required registration or filing under law at the entire cost and expense of the BORROWER(S).
- (iii) The BORROWER(S) shall not create any further charge onits/his/their assets, movable and immovable, which have already been charged in favour of the BOARD as security or otherwise.
- 9. The BOARD shall have the right to sell, transfer, assign, repledge, hypothecate, or otherwise despose of all or any of the securities mentioned in clauses 7 and 8 above and other clauses in this Agreement and to take over the management, possession and control of the BORROWER(S)' concern either directly itself or through any agent(s) appointed by the BOARD.
- 10. The BOARD reserves the right to amend, modify, delete any of the conditions of the sanction letter and/or withdraw the sanction itself without assigning any reason or without giving any notice in writing or otherwise, to the BORROWER(S).
- 11. The BORROWER(S) shall not have the right to draw and/or avail of the amount of the loan/credit or any portion thereof except on the fulfilment of the conditions laid down by the BOARD. The necessary arrangements to the satisfaction of the BOARD shall have to be made by the BORROWER(S) for implementing and carrying out the project.
 - 12. The BORROWER(S) undertake(s) and covenant(s) with the BOARD:-
 - (i) To apply the entire loan/credit and all amounts drawn thereunder exclusively to finance the project;
 - (ii) To keep and maintain proper books of accounts and records to identify the goods, properties and services financed out of the loan/credit and to appoint a qualified auditor acceptable to the BOARD to have the BORROWER(S)' accounts audited at regular intervals by such auditor and to submit to the BOARD audited financial statements within a prescribed time-limit and in such form as is acceptable to the BOARD;
 - (iii) Except with the permission of the BOARD, the BORROWER shall, if it is a partnership firm or a Cooperative Society, not change its partnership deed or, as the case may be, the constitution, and, if the BORROWER(S) is/are a company incorporated under the Companies Act, 1913, it shall not alter its/their Memorandum and Articles of Association;

- (iv) Not to undertake any amalgamation, re-construction, consolidation, conversion, dissolution or voluntary winding up of the BORRO-WER(S);
- (v) Not to change its/his/their management or allow its/his/their Directors or Managing Agents or the shareholders, Directors/Partners/Proprietors or the Managing Agents to dispose of their share(s) or substantial part thereof in the BORROWER(S) or in the Managing Agent/Company/Firm/Concern;
- (vi) To execute all documents and do all acts and things which the BOARD may require to give effect to this Agreement;
- (vii) Except with the previous consent in writing of the BOARD, the BORROWER(S) shall not obtain from its bankers overdraft or other facilities against the security of a charge by way of hypothecation or pledge of its stocks of raw materials, stores and stock-in-trade not already under the charge of the BOARD;
- (viii) Not to pull down or remove any part of its/his/their fixtures, machinery, plant, other fixed assets without the prior approval of the BOARD;
 - (ix) Not to change its/his/their capital structure without the consent of the BOARD;
 - (x) Not to enter into any arrangement or composition with its/his/their creditors without the consent of the BOARD;
- (xi) Generally not to do anything which may be prejudicial to the interest of the BOARD.
- 13. The BORROWER(S) hereby represent(s) and warrant(s) as under :-
 - (i) That the BORROWER(S) has/have full powers to own the properties and goods and to carry on the business which it/he/they own(s) and carry/carries on and propose(s) to own and carry on for the purpose of the project.
 - (ii) That the BORROWER(S) has/have valid title to all the assets and properties to be charged in favour of the BOARD and is the exclusive owner thereof and such properties are free from all charges, liens and encumbrances of any kind.
- 14. The BORROWER(S) shall insure the project and all goods, assets and properties financed out of the loan/credit and/or such goods, assets and properties as form the security of the BOARD against such risks in such amount or amounts and with such insurance offices as shall be required by the BOARD from time to time.
 - 15. The BOARD and the BORROWER(S) agree that :-
 - (i) All the Schedules hereto annexed are and shall form integral parts of this Agreement and this Agreement shall also cover any further loan/credit which the BORROWER(S) may take from the BOARD. For any additional/further loan/credit no fresh Agreement may be executed but all terms and conditions of this Agreement shall be applicable to such loan/credit.

16. If and when the entire principal amount of the loan/credit including that of the additional/further loan/credit and all interest and other charges which shall have accrued on such loan/credit and all other sums payable by the BORROWER(S) to the BOARD hereunder shall have been paid in accordance with the provisions herein contained and all other conditions required to be fulfilled by the parties have been fulfilled, this Agreement and all obligations of the BORROWER(S) hereunder shall forthwith terminate.

In witness where or, the parties hereto have caused this Agreement to be executed and signed in their respective names the day, month and year first above written.

Signed, sealed and delivered in presence of:	For and on behalf of the:
1.	1.
2.	2.
(Vide	Director/Administrator/Partners/ Proprietor.
	For and on behalf of the

No. S. R. O. 80-L/77,—In exercise of the powers conferred by section 21 of the Dacca Division Development Board Ordinance, 1976 (Ord. LXXXI of 1976), the Government is pleased to make the following rules, namely:—

Khulna Division Development Board.

THE DACCA DIVISION DEVELOPMENT BOARD LOANS RULES, 1977

- 1. Short title and commencement.—(1) These rules may be called the Dacca Division Development Board Loans Rules, 1977.
 - (2) These rules shall come into force immediately.
- 2. Definitions.—In these rules, unless there is anything repugnant in the subject or context,—
 - (a) "private sector projects" means small schemes or projects in the private sector in small-scale industry, cottage industry, handicrafts, sericulture, horticulture, fishery, puoltry, livestock, agriculture and agricultural processing;

- (b) "fixed capital" means funds required for provision of land, buildings, machinery and includes the initial working capital;
- (c) "working capital" means funds required to meet the day to day expenditure, such as, purchase of raw materials and payment of wages.
- 3. Submission of loan application.—All applications for the grant of loans shall be submitted to the Board in the form specified in Schedule A annexed to these rules.
- 4. Grant of loau.—(1) Loans may be granted by the Board, both in the local and foreign currency, for a private sector project approved by the Board after such scrutiny as may be considered necessary.
- (2) Loans for fixed capital may be granted at a simple interest repayable over a period of five years in equal annual instalments against a private sector project by the Board up to Taka 5 lakhs, provided the applicant binds himself to contribute or has contributed at least 15 per cent of the fixed capital.
- (3) Loans for fixed capital shall be released in three instalments in the proportion of 40 per cent, 40 per cent, and 20 per cent:

Provided that no subsequent instalment shall be released unless the Board is satisfied, after such on the spot inspection as may be necessary, that the previous instalment has been fully utilised for the purpose for which it was granted.

- (4) Loans for working capital may be granted for a private sector project (handicrafts and cottage industries) requiring no machinery up to Taka 15 thousand in each case repayable in two years in equal half-yearly instalments.
- 5. Rate of interest.—Interest shall be charged at such rate as the Board, with the prior approval of the Government, may, from time to time, determine.
- 6. Security for loan.—(1) Every applicant to whom a loan is granted shall be required to execute a deed of mortgage in respect of the immovable property offered as security in favour of the Board. In case the immovable property is not sufficient to provide adequate security, the structure, machinery, tools and plant shall be required to be mortgaged for this purpose.
- (2) The borrower shall have to insure the property mortgaged to the Board both in his own name and also in the name of the Board to cover the risks:

Provided that the Board may, in suitable cases, grant exemption to the borrowers from the requirement of insurance if the amount of loan does not exceed Taka 15 thousand.

- 7. Commencement of repayment of loan.—(1) Repayment of the loan together with the interest accrued thereon shall commence on the completion of the period of one year from the drawal of the last instalment of the loan.
- (2) In case of default in repayment of a instalment of loan within a period of one month from the date on which the payment is due, the Board may charge such higher rate of interest as it may determine for the instalment in default.

- 8. Recovery of loan.-The Board shall take all necessary administrative and legal measures to recover the loans along with interest accrued thereon in accordance with the provisions laid down in the loan agreement between the Board and the borrower.
- 9. Prohibition to grant loans in certain cases .- (') Loans shall not be granted for any private sector project in which any officer or employee of the Board or his relations has any interest, directly or indirectly.
- () Loans shall not be granted for any private sector project which has received long term loans from other financing institutions, such as, Bangladesh Krishi Bank, Bangladesh Shilpa Bank, Bangladesh Shilpa Rin Shangstha, Bangladesh Small Industries Corporation, Bangladesh Cottage Industries Corporation and scheduled banks.
- 10. Borrower to execute an agreement.-The borrower shall execute an agreement in the form specified in Schedule B annexed to these rules.

SCHEDULE A

[See rule 3]

ঢাকা বিভাগ উল্লয়ন বোর্ড।

	ঋণের আবেদনপর।	
51	व्याद्यमनकात्रीत भूर्ण नाम ७ श्राप्ती ठिकाना :	
	(ক) আবেদনকারীর পূর্ণ নাম	THE STATE OF
	ठिकाना—	+
	গ্রাম—	
	ভাক্ষর—	
	थाना	
	खिला—	1 - 1
	(খ) পিতার নাম	
	(4) 17014 414	
21	আবেদনকারীর বর্তমান ব্যবসা/পেশা ঃ	
	(ক) ব্যবসা/পেশার নাম	200
	(খ) ठिकाना	
	(গ) বাবসা শ্রুর করার তারিখ	
	(ঘ) ব্যক্তিগত মালিকানা/অংশীদার বাবসা	
01	ষে শিল্প/প্রকলপ স্হাপন করার প্রস্তাব করা হইতেছে তাহার বিশদ বিবরণ ঃ	
	(ক) শিলেপর/প্রকলেপর নাম	
	(খ) ফ্যাক্টরী ষেখানে স্হাপিত হইবে তাহার ঠিকানা	
	(গ্র) ফ্রন্স্পাতির তালিকা ও মূল্য	

	(호) (C.) (100) (그는 C.) (C.)
	(ঘ) জমির পরিমাণ ও জমির আন্মানিক ম্লা (ক্লয় করিতে হইলে)
((৬) প্রস্তুত দ্রব্যাদির বিবরণ ও তাহার বাংসরিক পরিমাণ
	(চ) বিল্ডিং/ইমারত নির্মাণ খরচ
TEN	ছে) আনুমানিক লাভ (বাংসরিক)
81 7	বোর্ডের নিকট হইতে আবেদনকৃত খণের পরিমাণ
di f	কি ভিত্তিতে বাবসা সংগঠিত হইবে তাহার বিবরণ। (সঠিক ঘরে দাগ দিন)।
	(ক) ব্যক্তিগত মালিকানা
((খ) পার্টনারশীপ হইলে পার্টনারদের নাম ও পিতার নাম
	3
	(১) পূর্ণ নাম
	পিতার নাম
	ठिकाना—
	গ্রাম—
	ভাকঘর—
	धाना—
	बिना—
	(२)
	(0)
	(গ) সমবার হইলে সমবার সমিতির প্রেসিডেণ্ট ও সেরেটারীর নাম ও ঠিকানা (সমবার
	সমিতির গঠনতন্ত্র ও বাই-ল এবং রেজেন্ট্রিকত দলিলের একটি করিয়া সত্যায়িত
	কপি দাখিল করিতে হইবে)।
	(ঘ) সীমাবন্ধ কোম্পানী হইলে (কোম্পানীর মেমোরানডাম এবং আর্চিকেলস অব এসো-
*	সিয়েশন-এর সত্যায়িত কপি দাখিল করিতে হইবে)।
	মুখ্য পরিচালক ও পরিচালকদের নাম ও ঠিকানাঃ—
	(5)
	(8)
	(0)
91 ((১) সীমাবন্ধ কোম্পানী/সমবায় সমিতি হইলে—
	(ক) প'্রজির পরিমাণ
	(খ) পরিচালকদের অংশের/সত্বের বিবরণ
((২) ব্যক্তিগত মালিকানা/পার্টনারশীপ (রেজেম্ট্রিক্ত) হইলে—
	(ক) প'র্জির পরিমাণ
	(খ) অংশীদারগণের অংশের/সড়ের বিবরণ
- 15	वरभाग प्राचीता आर्देशावभीश करेला रवरक्षियेकर प्रतिसंख्य अस्तिशत क्रिश्न स्वित्रक

(বিশেষ হইবে)।

१। क्रीमत्र भूग विवत्रण :			and the second			
(ক) জমির মালি	াকানা		***			
(খ) জমির ঠিকা	FU					
্ (গ) কারথানার	জন্য ঘর/গোদাম ঘর	/রাস্তা ইত্যাদি				
পাওরা যাই	বে, বা তৈয়ারী করি	তে হইবে।				
४। कौठायान :						
	বিবরণ		and every series of the series			
(খ) পরিমাণ (বা	ৎসরিক)					
(গ্) মোট ম্লা						
ঠ। কর্মচারী ও শ্রমিকদের	विवद्रण:					
(ক) প্রয়োজনীয়	কম্চারী ও শ্রমিক	দের সংখ্যা (আলাদা	ভাবে দিতে হইবে)			
The same of the sa	শ্রমিকদের বেতন ও		San San San			
ৰাংসরিক থ	রচের পরিমাণ (আ	নাদাভাবে দিতে হই	ব)			
১০। অর্থের বোগান (টাকার):					
(ক) নিজ্ঞৰ পৰ্যুদ্ধ						
	(থ) স্হানীর ও বৈদেশিক ম্দ্রার বোডেরি ঋণ (আলাদাভাবে দিতে হইবে)।					
্ (গ) অন্যান্য সূত্র হই করিতে হইবে)।	্গ) অন্যান্য সূত্র হইতে লখ্য অর্থ (কোথা হইতে পাওরা যাইবে তাহাও উল্লেখ করিতে হইবে)।					
১১। আবেদনকারীর সম্পত্তি	ও দায়ের বিবরণ ঃ					
(ক) সম্পত্তিঃ						
স্থাবর সম্পত্তি						
(১) ভূমি:						
ভূমির বিৰরণ, দাগ নং,	-6 45-14	খানুমানিক	দার, বন্ধক, ইত্যাদি			
শীতিয়ান নং, মৌজা নং ইত্যাদি।	ভূমির পরিমাণ।	বাজার বুল্য।	থাকিলে তাহার বিবরণ।			
			The state of the s			
	100-	Marin - I				

(२) हमात्रक/वाफ़ीयत :

विवद्गन

जान्यानिक भ्राता

কিনা ? যদি করিয়া থাকেন তবে তাহার বিস্তারিত বিবরণ এবং ফলাফল কি হইয়াছিল : উপরে বর্ণিত তথ্য আমার জানামতে সঠিক। এতে কোন তথ্য ইচ্ছাকৃতভাবে বিকৃত করিয় বর্ণিত হইয়াছে প্রমাণিত হইলে আইনতঃ দায়া থাকিব। ব্যান্ডের বিধি মোতাবেক নির্দিষ্ট শর্তাধানে মোট ভাকার পণের জন্য আমি আবেদন করিতেছি। SCHEDULE B [See rule 10] CREDIT AGREEMENT This DEED of AGREEMENT is made at	
১৩। আবেদনকারী কোন ব্যাংক অথবা ঋণদান সংস্হার কাছে ঋণের জন্য আবেদন করিয়াছিলেন কিনা ? যদি করিয়া থাকেন তবে তাহার বিস্তারিত বিবরণ এবং ফলাফল কি হইয়াছিল । উপরে বর্ণিত তথ্য আমার জানামতে সঠিক। এতে কোন তথ্য ইচ্ছাকৃতভাবে বিকৃত করিয় বর্ণিত হইয়াছে প্রমাণিত হইলে আইনতঃ দায়ী থাকিব। ব্যান্ডের বিধি মোতাবেক নিদিন্টি শর্তাধানে মোট ভাকার ঋণের জন্য আমি আবেদন করিতেছি। SCHEDULE B [See rule 10] CREDIT AGREEMENT This DEED of AGREEMENT is made at	জমি, সম্পত্তি, ইমারত, যন্ত্রপাতি ইত্যাদির বিবরণ ও উহাদের মূল্য ঃ (খ) অস্হাবর বা অস্হারী সম্পত্তির
কিনা ? যদি করিয়া থাকেন তবে তাহার বিস্তারিত বিবরণ এবং ফলাফল কি হইয়াছিল : উপরে বর্ণিত তথ্য আমার জানামতে সঠিক। এতে কোন তথ্য ইচ্ছাকৃতভাবে বিকৃত করিয় বর্ণিত হইয়াছে প্রমাণিত হইলে আইনতঃ দায়া থাকিব। ব্যান্ডের বিধি মোতাবেক নির্দিষ্ট শর্তাধানে মোট ভাকার পণের জন্য আমি আবেদন করিতেছি। SCHEDULE B [See rule 10] CREDIT AGREEMENT This DEED of AGREEMENT is made at	১২। আবেদনকারী তাহার যে সম্পত্তি ঋণের জন্য জামানত হিসাবে দিতে চান তাহার বিবরণ ঃ
(আবেদনকারীব পূর্ণ স্বাক্ষর ও তরিখ)। SCHEDULE B [See rule 10] CREDIT AGREEMENT This DEED of AGREEMENT is made at	ৰোডের বিধি মোতাবেক নিদিভি শতাধীনে মোট
[See rule 10] CREDIT AGREEMENT This DEED of AGREEMENT is made at	
BETWEEN having registered/head office at	[See rule 10]
having registered/head office at	This DEED of AGREEMENT is made at
having registered/head office at	
in-interest, legal representatives and assigns) of the ONE PART.	having registered/head office at, hereinafter called "the BORROWER(S)" (which expression shall, where the context so admits, include its/his/their successors-

AND

Dacca Division Development Board established under the Dacca Division Development Board Ordinance, 1976 (Ordinance No. LXXXI of 1976), having its head office at Dacca, hereinafter called "the BOARD" (which expression shall, where the context so admits, include its successors-in-interest, legal representatives and assigns) of the OTHER PART.

tives and assigns) of the OTHER PART.
WHEREAS the BORROWER(S) has/have made an application to the BOARD for accommodation by way of
(hereinafter called "the loan/credit");
AND WHEREAS the said loan/credit is required by the BORROWER(S) for the purposes of execution/expansion of the BORROWER(S)' scheme/project (hereinafter called "the project"), details of which are given in the Schedule annexed hereto;
AND WHEREAS the BOARD has agreed to give a commodation to the BORROWER(S) by providing and/or advancing to the BORROWER(S) by
a sum of
Now, therefore, this Agreements witnesses as follows—
1. The BOARD will provide/give to the BORROWER(S), on the terms and conditions herein setforth and in Schedule
in the said Schedule and the BORROWER(S) shall repay
the loan/credit in accordance with the terms and conditions mentioned in Sche-

2. Unless otherwise agreed between the parties, the BORROWER(S) shall have the right to repay at any time either the full loan or any instalment thereof before the due date for repayment.

.....annexed hereto.

- 3. Subject to the terms and conditions herein mentioned and in accordance with the procedures prescribed from time to time by the BOARD, the BORRO-WER(S) shall be entitled to draw from the BOARD and/or avail the said loan/credit or such amount thereof which may be required bonafide by the BORRO-WER(S) for the said project.
- 4. When the BORROWER(S) shall desire to draw and/or avail of the loan/credit or any partian tagreof, the BORROWER(S) shall apply in writing to the BOARD in this behalf and the said application shall be in such form and shall contain such statements and agreement and be supported by such accuments and other evidence as the BOARD may require to satisfy as to the genuineness and bona fide of the need of the BORROWER(S).

- 5. The BORROWER(S) shall pay to the BOARD:
- (i) Commission at such rate as may be prescribed by the BOARD from time to time if the BOARD is required to open or establish or cause to be opened or established Letter(s) of credit or any other authority;

- 6. If the loan/credit agreed to be given/provided by the BOARD to the BORROWER(S) under this Agreement or any portion thereof is in foreign currency all the obligations of the BORROWER(S) to make payment or repayment of the principal and of interest in respect of the loan/credit or such portion thereof as is in foreign currency shall be computed and stated.....
- 7. The loan/credit and the obligations of the BORROWER(S) shall, at the discretion of the BOARD, be secured at such time and from time to time as the BOARD may determine by all or any of the following;—

 - (ii) Pledge and/or first charge by way of hypothecation of machinery and movable properties of the BORROWER(S), including raw materials, which are mentioned in Schedule...... hereto annexed or as the BOARD may require from time to time.
 - (iii) Such offer securities, contracts, agreements of guarantee and indemnity letters of hy otheratio and such other documents as may be required by the BOARD from time to time.

- 8. The BORROWER(S) agree (s) that;-
- (i) If the mortgage referred to in clause 7 hereinabove is legal mortgage, it shall contain such terms and conditions as the BOARD may determine. The equitable mortgage has to be executed and created in the form which the BOARD may determine.
- (ii) The BORROWER(S) shall register and file such of the documents as are referred to in clause 7 hereinabove or any other clause in this agreement or any other documents or forms as require registration or filing under law at the entire cost and expense of the BORROWER(S)
- (iii) The BORROWER(S) shall not create any further charge on its/his/their assets, moyable and immovable, which have already been charged in favour of the BOARD as security or otherwise.
- 9. The BOARD shall have the right to sell, transfer, assign, repledge, hypothecate, or other rise dispose of all or any of the securities mentioned in clauses 7 and 8 above and other clauses in this Agreement and to take over the management, possession and control of the BORROWER(S) concern either directly itself or through any agent(s) appointed by the BOARD.
- 10. The BOARD reserves the right to amend, modify, delete any of the conditions of the sanction letter and/or withdraw the sanction itself without assigning any reason or without giving any notice in writing or otherwise, to the BORROWER(S).
- 11. The BORROWER(S) shall not have the right to draw and/or avail of the amount of the loan/cre it or a upportion there of except on the fulfilment of the conditions laid down by the BOARD. The necessary arrangements to the satisfaction of the BOARD shall have to be made by the BORROWER(S) for implementing and carrying out the project.
 - 12. The BORROWER(S) undertake(s) and covenant(s) with the BOARD-
 - (i) To apply the entire loan/credit and all amounts drawn thereunder exclusively to finance the project;
 - (ii) To keep and maintain proper books of accounts and records to identify the goods, properties and services financed out of the loan/credit and to appoint a qualified auditor acceptable to the BOARD, to have the BORROWER(S)' accounts audited at regular intervals by such auditor and to submit to the BOARD audited financial statements within a prescribed time-limit and in such form as is acceptable to the BOARD;
 - (iii) Except with the permission of the Board, the BORROWER(s) shall, if it is a partnership firm or a Cooperative Society, not change its partnership deed or, as the case may be, the constitution, and, if the BORROWER(S) is are a company incorporated under the Companies Act, 1913, it shall not alter its/their Memorandum and Articles of Association;
 - (iv) Not to undertake any amalgamation, re-construction, consolidation, conversion, dissolution or voluntary winding up of the BORRO-WER(S);

- (v) Not to change its/his/their management or allow its/his/their Directors or Managing Agents or the shareholders. Directors/Partners/Proprietors or the Managing Agents to dispose of their share(s) or substantial part thereof in the BORROWER(S) or in the Managing Agency/Company Firm Concern;
- (vi) To execute all documents and do all acts and things which the BOARD may require to give effect to this Agreement;
- (vii) Except with the previous consent in writing of the BOARD, the BORROWER(S) shall not obtain from its bankers overdraft or other facilities against the security of a charge by way of hypothecation or pledge of its stocks of raw materials, stores and stock-in-trade not already under the charge of the BOARD;
- (viii) Not to pull down or remove any part of its/his/their fixtures, machinery, plant, other fixed assets without the prior approval of the BOARD:
 - (ix) Not to change its/his/their capital structure without the consent of the BOARD;
 - (x) Not to enter into any arrangement or composition with its/his/their creditors without the consent of the BOARD;
- (xi) Generally not to do anything which may be prejudicial to the interest of the BOARD.
- 13. The BORROWER(S) hereby represent(s) and warrant(s) as under :-
 - (f) That the BORROWER(S) has have full powers to own the properties and goods and to carry on the business which it he they own(s) and carry/carries on and propose(s) to own and carry on for the purpose of the project.
 - (ii) That the BORROWER(S) has/have valid title to all the assets and properties to be charged in favour of the BOARD and is the exclusive owner thereof and such properties are free from all charges, liens and encumbrances of any kind.
- 14. The BORROWER(S) shall insure the project and all goods, assets and properties financed out of the loan/credit and/or such goods assets and properties as form the security of the BOARD against such risks in such amount or amounts and with such insurance offices as shall be required by the BOARD from time to time.
- 15. The BOARD and the BORROWER(S) agree that :-
 - (i) All the Schedules hereto annexed are and shall form integral parts of this Agreement and this Agreement shall also cover any further loan/credit which the BORROWER(S) may take from the BOARD. For any additional/further loan/credit no fresh Agreement may be executed but all terms and conditions of this Agreement shall be applicable to such loan/credit.

16. If and when the entire principal amount of the loan/credit including that of the additional/further loan/credit and all interest and other charges which shall have accrued on such loan/credit and all other sums payable by the BORROWER(S) to the BOARD hereunder shall have been paid in accordance with the provisions herein contained and all other conditions required to be fulfilled by the parties have been fulfilled, this Agreement and all obligations of the BORROWER(S) hereunder shall forthwith t rminate.

In witness whereor, the parties hereto have caused this Agreement to be executed signed in their respective names the day, month and year first above written.

For and on behalf of the:
1.
2.
2.
Directors/Administrator/Partners/ Proprietor.
For and on behalf of the Dacca Division Development Board.

No. S. R. O. 81-L/77.—In exercise of the powers conferred by section 21 of the Chittagong Division Development Board Ordinance, 1976 (Ord. LXXXIX of 1976), the Government is pleased to make the following rules, namely:—

THE CHITTAGONG DIVISION DEVELOPMENT BOARD LOANS RULES, 1977.

- Short tile and commencement.—(1) These rules may be called the Chittagong Division Development Board Loans Rules, 1977.
 - (2) These rules shall come into force immediately.
- 2. Definitions.—In these rules, unless there is anything repugnant in the subject or context,—
 - (a) "private sector projects" means small schemes or projects in the private sector in small-scale industry, cottage industry, handicrafts, sericulture, horticulture, fishery, poultry, livestock, agriculture and agricultural processing;

- (b) "fixed capital" means funds required for provision of land, buildings, machinery and includes the initial working capital;
- (c) "working capital" means funds required to meet the day-to-day expenditure, such as, purchase of raw materials and payment of wages.
- 3. Submission of loan application,—All applications for the grant of loans shall be submitted to the Board in the form specified in Schedule A annexed to these rules.
- 4. Grant of loan.—(1) Loans may be granted by the Board, both in the local and foreign currency, for a private sector project approved by the Board after such scrutiny as may be considered necessary.
- (2) Loans for fixed capital may be granted at a simple interest repayable over a period of five years in equal annual instalments against a private sector project by the Board up to Taka 5 lakhs, provided the applicant binds himself to contribute or has contributed at least 15 per cent of the fixed capital.
- (3) Loans for fixed capital shall be released in three instalments in the proportion of 40 per cent, 40 per cent and 20 per cent:

Provided that no subsequent instalment shall be released unless the Board is satisfied, after such on the spot inspection as may be necessary, that the previous instalment has been fully utilised for the purpose for which it was granted.

- (4) Loans for working capital may be granted for a private sector project (handicrafts and cottage industries) requiring no machinery up to Taka 15 thousand in each case repayable in two years in equal half-yearly instalments.
- 5. Rate of interest.—Interest shall be charged at such rate as the Board, with the prior approval of the Government, may, from time to time, determine.
- 6. Security for loan.—(/) Every applicant to whom a loan is granted shall be required to execute a deed of mortgage in respect of the immovable property offered as security in favour of the Board. In case the immovable property is not sufficient to provide adequate security, the structure, machinery, tools and plant shall be required to be mortgaged for this purpose.
- (2) The borrower shall have to insure the property mortgaged to the Board both in his own name and also in the name of the Board to cover the risks:

Provided that the Board may, in suitable cases, grant exemption to the borrowers from the requirement of insurance if the amount of loan does not exceed Taka 15 thousand.

- 7. Commencement of repayment of loan.—(1) Repayment of the loan together with the interest accrued thereon shall commence on the completion of the period of one year from the drawal of the last instalment of the loan.
- (') In case of default in repayment of a instalment of loan within a period of one month from the date on which the payment is due, the Board may charge such higher rate of interest as it may determine for the instalment in default.

- 8. Recovery of loan.—The Board shall take all necessary administrative and legal measures to recover the loans along with interest accrued thereon in accordance with the provisions laid down in the loan agreement between the Board and the borrower.
- 9. Prohibition to grant loans in certain cases.—(!) Loans shall not be granted for any private sector project in which any officer or employee of the Board or his relations has any interest, directly or indirectly.
- (2) Loans shall not be granted for any private sector project which has received long term loans from other financing institutions, such as, Bangladesh Krishi Bank, Bangladesh Shilpa Bank, Bangladesh Shilpa Rin Shangstha, Bangladesh Small Industries Corporation, Bangladesh Cottage Industries Corporation and scheduled banks.
- 10. Borrower to execute an agreement.—The borrower shall execute an agreement in the form specified in Schedule B annexed to these rules.

SCHEDULE A

[See rule 3]

চট্টগ্রাম বিভাগ উল্লয়ন বোর্ড।

	খণের আবেদনপত্র।
51	আবেদনকারীর পূর্ণ নাম ও স্থারী ঠিকানা ঃ
	(ক) আবেদনকারীর পূর্ণ নাম
	ठिकाना-
mr.	धाम-
	ডাক্ঘর—
1	शाना—
	िवना—
	(খ) পিতার নাম
21	আবেদনকারীর বর্তমান বাবসা/পেশা ঃ
	(ক) ব্যবসা/পেশার নাম
	(थ) ठिकाना
	(গ) ব্যবসা শ্রুর করার তারিখ
	(ঘ) ব্যক্তিগত মালিকানা/অংশীদার বাবসা
01	যে শিল্প/প্রকল্প স্থাপন করার প্রস্তাব করা হইতেছে তাহার বিশ্বন, বিবরণ ঃ
	(ক) শিলেপর/প্রকলেপর নাম
	(খ) ফ্যাক্টরী ষেখানে স্থাপিত হইবে তাহার ঠিকানা
	(et) executive refract o error

(®)	জমির পরিমাণ ও জমির আন্মানিক ম্লা (কর করিতে হইলে). প্রস্তুত দ্রব্যাদির বিবরণ ও তাহার বাংসরিক পরিমাণ. বিলিডং/ইমারত নির্মাণ থরচ. আন্মানিক লাভ (বাংসরিক).
৪। বোটে	র্ডার নিকট আবেদনকৃত ঋণের পরিমাণ
	ভিত্তিতে বাবসা সংগঠিত হইবে তাহার বিবরণ। (সঠিক ঘরে দাগ দিন)। ব্যক্তিগত মালিকানা
700	পার্টনারশীপু হইলে পার্টনারদের নাম ও পিতার নাম
(5)	প্রণ নাম পিতার নাম
1	ठिकाना—
Litera	III—
***********	ডাক্ষর—
-	धाना— जिला—
L.	(2)
F.	(৩) সমবায় হইলে সমবায় সমিতির প্রেসিডেণ্ট ও সেক্রেটারীর নাম ও ঠিকানা (সমবায় সমিতির গঠনতন্ত ও বাই-ল এবং রেজেন্ট্রিকৃত দলিলের একটি করিয়া সত্যায়িত কপি দ্যাখিল করিতে হইবে)।
(ঘ)	সীমাবাদ্ধ কোম্পানী হইলে (কোম্পানীর মেমোরানভার্ম এবং আর্চিকেলস অব এসো- সিরেশন-এর সত্যায়িত কপি দাখিল করিতে হইবে)।
	মুখ্য পরিচালক ও পরিচালকদের নাম ও ঠিকানাঃ— (২) (৩)
61 (5)	সীমাবন্ধ কোম্পানী/সমবার সমিতি হইলে— ক্রে পার্কির পরিমাণ পে) পরিচালকদের অংশের/সম্বের বিবরণ
(२)	ব্যক্তিগত মালিকানা/পার্টনারশীপ (রেজেণ্ট্রিকৃত) হইলে— (ক) প*্রিজর পরিমাণ
্ৰিশেষ হুইবে।	দ্বন্দ্র-পার্টনারশীপ হইলে রেজেণ্ট্রিকৃত দলিলের সত্যায়িত কপি দাখিল করিতে

91	জমির পূর্ণ বিবরণ ঃ			THE STREET
	(ক) জমির মালি	কানা		
	(খ) জমির ঠিকা	ना		
		জন্য ঘর/গোদাম ঘর ব, না তৈয়ার করিজে		
41	কাঁচামাল ঃ			
-	(ক) কাঁচা মালের	বিবরণ	y9	4
7	(খ) পরিমাণ (বা	ৎসরিক)		
	(গ) মোট ম্লা			
21	কর্মাচারী ও শ্রমিকদের	বিবরণ ঃ		
	(ক) প্রয়োজনীয়	ক্মচারী ও শ্রমিক	দের সংখ্যা (আলাদা	ভাবে দিতে হইবে)
127		র শ্রমিকদের বেতন ধ রচের পরিমাণ (আব	ও মজনুরী বাবদ নাদাভাবে দিতে হইং	ৰ)
501	অথেরি যোগান (টাকার):		
	(ক) নিজম্ব পার্জি			****
	(খ) স্হানীয় ও বৈদে (আলাদাভাবে দি		খাণ	
	(গ) অন্যান্য সূত্র হই করিতে হইবে)।	তে লখ অৰ্থ	(কোধা হইতে পা	ওয়া যাইবে তাহাও উল্লেখ
221	আবেদনকারীর সম্পত্তি	ও দায়ের বিবরণ ঃ		
	(ক) সম্পত্তিঃ			
	স্থাবর সম্পত্তি—			
	(১) ভূমিঃ			The state of the s
	নির বিবরণ, দাগ নং, তিয়ান নং, নৌজা নং, ইত্যাদি।	ভূমির পরিমাণ।	আনুমানিক ৰাজার মূল্য।	দায়, বন্ধক, ইত্যাদি থাকিলে তাহার বিবরণ।

(২) ইমারত/বাড়ীঘর ঃ

বিবরণ আন্মানিক ম্লা
(७) कान्नथाना :
জমি, সম্পত্তি, ইমারত, ফলপাতি ইত্যাদির বিবরণ ও উহাদের মূল্য ঃ
(থ) অস্হাবর বা অস্হারী সম্পত্তির
বিবরণ ও উহাদের মূল্য ঃ
১২। আবেদনকারী তাহার যে সম্পত্তি খণের জন্য জামানত হিসাবে দিতে চান তাহার বিবরণ:
and the second of the second o
১০। আবেদনকারী কোন ব্যাংক অথবা ঋণদান সংস্থার কাছে ঋণের জন্য আবেদন করিয়াছিলেন কিনা ? যদি করিয়া থাকেন তবে তাহার বিস্তারিত বিবরণ এবং ফলাফল কি হইরাছিল ?
উপরে বর্ণিত তথ্য আমার জানামতে সঠিক। এতে কোন তথ্য ইচ্ছাকৃতভাবে বিকৃত করিয়া বর্ণিত হইয়াছে প্রমাণিত হইলে আইনতঃ দায়ী থাকিব।
বোডের বিধি মোতাবেক নিদিশ্ট শৃত্যিধীনে মোট
টাকার ঋণের জন্য অর্ণম আবেদন করিতেছি।
(আবেদনকারীর পূর্ণ স্বাক্ষর ও তারিখ)।
SCHEDULE B
(See rule 10)
CREDIT AGREEMENT
This DEED of AGREEMENT is made atthis
day of
Between

having registered/head office at

expression shall, where the context so admits, include its/his/their successors-in-interest, legal representatives and assigns) of the ONE PART,

AND

The Chittagong Division Development Board established under the Chittagong Division Development Board Ordinance, 1976 (Ordinance No. LXXXIX of 1976), having its head office at Rangamati, hereinafter called "the BOARD"-(which expression shall, where the context so admits, include its successors-in interest, legal representatives and assigns) of the OTHER PART.

Wirm to the BODDOWED(S) has/have made an application to the BOADD

for accommodation by way of
(hereinafter called "the loan/credit");
AND WHEREAS the said loan/credit is required by the BORROWER(S) for the purposes of execution/expansion of the BORROWER(S)' scheme/project (hereinafter called "the project"), details of which are given in the Schedule annexed hereto;
AND WHEREAS the BOARD has agreed to give accommodation to the BORROWER(S) by providing and/or advancing to the BORROWER(S) by
· · · · · · · · · · · · · · · · · · ·
a sum ofupon the terms and conditions stated hereinafter and the BORROWER(S) has/have agreed to the same;
Now, THEREFORE, THIS AGREEMENT WITNESSES AS FOLLOWS:-
1. The BOARD will provide/give to the BORROWER(S), on the terms and conditions herein setforth and in Schedule
by way of loan/credit in the manner stated in the said Schedule and the BORROWER(S) shall repay the loan/credit in accordance with the terms and conditions mentioned in Schedule annexed hereto.

- 2. Unless otherwise agreed between the parties, the BORROWER(S) shall have the right to repay at any time either the full loan or any instalment thereof before the due date for repayment.
- 3. Subject to the terms and conditions herein metnioned and in accordance with the procedures prescribed from time to time by the BOARD, the BORRO-WER(S) shall be entitled to draw from the BOARD and/or avail the said loan/credit or such amount thereof which may be required bonafide by the BORRO-WER(S) for the said project.
- 4. When the BORROWER(S) shall desire to draw and/or avail of the loan/credit or any portion thereof, the BORROWER(S) shall apply in writing to the BOARD in this behalf and the said application shall be in such form and shall contain such statements and a treement and be supported by such documents and other evidence as the BOARD may req ire to satisfy as to the genuineness and bona fide of the need of the BORROWER(S).

- 5. The BORROWER(S) shall pay to the BOARD:-
 - (i) Commission at such rate as may be prescribed by the BOARD from time to time if the BOARD is required to open or establish or cause to be opened or established Letter(s) of credit or any other authority;

6. If the loan/credit agreed to be given/provided by the BOARD to the BORROWER(S) under this Agreement or any portion thereof is in foreign currency all the obligations of the BORROWER(S) to make payment or repayment of the principal and of interest in respect of the loan/credit or such portion thereof as is in foreign currency shall be computed and stated	

- 7. The loan/credit and the obligations of the BORROWER(S) shall, at the discretion of the BOARD, be secured at such time and from time to time as the BOARD may determine by all or any of the following:—
 - (i) Mortgage, legal or equitable as the BOARD may from time to time require, of the BORROWER(S)' immovable properties, including fixed plant, machinery and fixtures, as are mentioned in Schedulehereto annexed or as the BOARD may determine from time to time, in luding of any assets which may be acquired by the BORROWER(S) in future.
 - (ii) Pledge and/or first charge by way of hypothecation of machinery and movable properties of the BORROWER(S), including raw materials, which are mentioned in Schedule......hereto annexed or as the BOARD may require from time to time.
 - (iii) Such other securities, contracts, agreements of guarantee and indemnity letters of hypothecation and such other documents as may be required by the BOARD from time to time.

8. The BORROWER(S) agree(s) that-

- (i) If the mortgage referred to in clause 7 hereinabove is legal mortgage, it shall contain such terms and conditions as the BOARD may determine. The equitable mortgage has to be executed and treated in the form which the BOARD may determine.
- (ii) The BORROWER(S) shall register and file such of the documents as are referred to in clause 7 hereinabove or any other clause in this agreement or any other documents or forms as require registration or filing under law at the entire cost and expense of the BORROWER(S).
- (iii) The BORROWER(S) shall not create any further charge on its/his/their assets, movable and immovable, which have already been charged in favour of the BOARD as security or otherwise.
- 9. The BOARD shall have the right to sell, transfer, assign, repledge, hypothecate, or otherwise dispose of all or any of the secureties mentioned in clauses 7 and 8 above and other clauses in this Agreement and to take over the management, possession and control of the BORROWER(S), concern either directly itself or through any agent(s) appointed by the BOARD.
- 10. The BOARD reserves the right to amend, modify, delete any of the conditions of the sanction letter and/or withdraw the sanction itself without assigning any reason or without giving any notice in writing or otherwise, to the BORROWER(S).
- 11. The BORROWER(S) shall not have the right to draw and/or avail of the amount of the loan/credit or any portion thereof except on the fullilment of the conditions laid down by the BOARD. The necessary arrangements to the satisfaction of the BOARD shall have to be made by the BORROWER(S) for implementing and carrying out the project.
 - 12. The BORROWER(S) undertake(s) andcovenant(s) with the BOARD-
 - (i) To apply the entire loan/credit and all amounts drawn thereunder exclusively to finance the project;
 - (ii) To keep and maintain proper books of accounts and records to identify the goods, properties and services financed out of the loan credit and to appoint a qualified auditor acceptable to the BOARD, to have the BORROWER(S)' accounts audited at regular intervals by such auditor and to submit to the BOARD audited financial statements within a prescribed time-limit and in such form as is acceptable to the BOARD;
 - (iii) Except with the permission of the Board, the BORROWER shall if it is a partnership firm or a Cooperative Society, no t change its partnership deed or, as the case may be, the constitution, and, if the BORROWER(S) is /are a company incorporated under the Companies Act, 1913, it shall not alter its/their Memorandum and Articles of Association;

- (iv) Not to undertake any amalgamation, re-construction, consolidation conversion, dissolution or voluntary winding up of the BORRO-WER(S);
- (v) Not to change its/his/their management or allow its/his/their Directors or Managing Agents or the shareholders, Directors/Fartners/Proprietors or the Managing Agents to dispose of their share(s) or substantial part thereof in the BORROWER(S) or in the Managing Agency/Company/Firm/Concern;
- (vl) To execute all documents and do all acts and things which the BOARD may require to give effect to this Agreement:
- (vii) Except with the previous consent in writing of the BOARD. the BORROWER(S) shall not obtain from its bankers overdraft or other facilities against the security of a charge by way of hypotheation or pledge of its stocks of raw materials, stores and stock-in-trade not already under the charge of the BOARD;
- (vitt) Not to pull down or remove any part of its, his, their fixtures, machnery, plant, other fixed assets without to prior approval of the BOARD;
 - (ix) Not to change its/his/their capital structure without the consent of the BOARD;
 - (x) Not to enter into any arrangement or composition with its his their creditor without the consent of the BOARD
 - (xi) Generally not to do anything which may be prejudicial to the interest of the BOARD.
- 13. The BORROWER(S) hereby represent(s) and warrant(s) as under :-
 - (i) That the BORROWER(S) has/have full powers to own the properties and goods and to carry on the business which it/he/they own(s) and carry/carries on and propose(s) to own and carry on for the purpose of the project.
 - (ii) That the BORROWER(S) has/have valid title to all the assets and properties to be charged in favour of the BOARD and is the exclusive owner thereof and such properties are free from all charges, liens and encumbrances of any kind.
- 14. The BORROWER(S) shall insure the project and all goods, assets and properties financed out of the loan/credit and/or such goods, assets and properties as form the security of the BOARD against such risks in such amount or amounts and with such insurance offices as shall be required by the BOARD from time to time.
 - 15. The BOARD and the BORROWER(S) agree that :-
 - (i) All the Schedules hereto annexed are and shall form integral parts of this Agreement and this Agreement shall also cover any further loan/credit which the BORROWER(S) may take from the BOARD. For any additional/further loan/credit no fresh Agreement may be executed but all terms and conditions of this Agreement shall be applicable to such loan/credit.

16. If and when the entire principal amount of the loan/credit including that of the additional/further loan/credit and all interest and other charges which shall have accrued on such loan/credit and all other sums payable by the BORROWER(S) to the BOARD hereunder shall have been paid in accordance with the provisions herein contained and all other conditions required to be fulfilled by the parties have been fulfilled, this Agreement and all obligations of the BORROWER(S) hereunder shall forthwith terminate.

IN WITNESS WHERTOF, the parties hereto have caused this Agreement to be executed and signed in their respective names the day, month and year first above written.

Signed, sealed and delivered in presence of:	For and on behalf of thes
1.	1.
2.	2.
(Vide)	Directors/Administrator/Partners/ Proprietor
	For and on behalf of the Khulna Division Development Board.

No. S. R. O. 82-L/77—In exercise of the powers conferred by section 22 of the ff-shore Islands Development Board Ordinance, 1975 (Ord. IV of 1977 the Government is pleased to make the following rules, namely:—

THE OFF-SHORE ISLANDS DEVELOPMENT BOARD LOANS RULES, 1977.

- I. Short title and commencement.—(1) These rules may be called the Cff-shore Islands Development Board Loans Rules, 1977.
 - (2) These rules shall come into force immediately.
- 2. Definitions.—In these rules, unless there is anything repugnant in the subject or context,—
 - (a) "private sector projects" means small schemes or projects in the private sector in small-scale industry, cottage industry, handicrafts, sericulture, horticulture, fishery, puoltry, livestock, agriculture and agricultural processing;

- (b) "fixed capital" means funds required for provision of land, buildings, machinery and includes the initial working capital:
- (c) "working capital" means funds required to meet the day to day expenditure, such as, purchase of raw materials and payment of wages.
- 3. Submission of loan application.—All applications for the grant of loans shall be submitted to the Board in the form specified in Schedule A annexed to these rules.
- 4. Grant of loan.—(1) Loans may be granted by the Board, both in the local and foreign currency, for a private sector project approved by the Board after such scrutiny as may be considered necessary.
- (2) Loans for fixed capital may be granted at a simple interest repayable over a period of five years in equal annual instalments against a private sector project by the Board up to Taka 5 lakhs, provided the applicant binds himself to contribute or has contributed at least 15 per cent, of the fixed capital.
- (3) Loans for fixed capital shall be released in three instalmanets in the proportion of 40 per cent, 40 per cent and 20 per cent:

Provided that no subsequent instalment shall be released unless the Board is satisfied, after such on the spot inspection as may be necessary, that the previous instalment has been fully utilised for the purpose for which it was granted.

- (4) Loans for working capital may be granted for a private sector project (handicrafts and cottage industries) requiring no machinery up to Taka 15 thousand in each case repayable in two years in equal half-yearly instalments.
- 5. Rate of interest.—Interest shall be charged at such rate as the Board, with the prior approval of the Government, may, from time to time, determine.
- 6. Security for loan.—(1) Every applicant to whom a loan is granted shall be required to execute a deed of mortgage in respect of the immovable property offered as security in favour of the Board. In case the immovable property is not sufficient to provide adequate security, the structure, machinery, tools and plant shall be required to be mortgaged for this purpose.
- . (2) The borrower shall have to insure the property mortgaged to the Board both in his own name and also in the name of the Board to cover the risks:

Provided that the Board may, in suitable cases, grant exemption to the borrowers from the requirement of insurance if the amount of loan does not exceed Taka 15 thousand.

- 7. Commencement of repayment of loan.—(1) Repayment of the loan together with the interest accrued thereon shall commence on the completion of the period of one year from the drawal of the last instalment of the loan.
- (2) In case of default in repayment of a instalment of loan within a period of one month from the date on which the payment is due, the Board may charge such higher rate of interest as it may determine for the instalment n default.

- 8. Recovery of loan.—The Board sha'l take all necessary administrative and legal measures to recover the loans along with interest accrued thereon in accordance with the provisions laid down in the loan agreement between the Board and the borrower.
- 9. Prohibition to grant loans in certain cases.—(1) Loans shall not be granted for any private sector project in which any officer or employee of the Board or his relations has any interest, directly or indirectly.
- (2) Loans shall not be granted for any private sector project which has received long term loans from other financing institutions, such as, Bangladesh Krishi Bank, Bangladesh Shilpa Bank, Bangladesh Shilpa Rin Shagstha, Bangladesh Small Industries Corporation, Bangladesh Cottage Industries Corporation and scheduled banks.
- 10. Borrower to execute an agreement.—The borrower shall execute an agreement in the form specified in Schedule B annexed to these rules.

SCHEDULE A

[See rule 3]

উপক্লীয় শ্বীপাওল উল্লয়ন ৰোড।

	খণের আবেদনপ্র।
51	আবেদনকারীর পূর্ণ নাম ও স্হার্মী ঠিকানা ঃ
	(ক) আবেদনকারীর পূর্ণ নাম
	ठिकाना—
	গ্রাম—
	ভাক্ষর—
	થાના—
	জিলা—
	(খ) পিতার নাম
	The second section of the second seco
31	আবেদনকারীর বর্তমান বাবসা/পেশা ঃ
+	(ক) ব্যবসা/পেশার নাম
-	(थ) ठिकाना
	(গ) বাবসা শর্র্ করার তারিখ
	(ঘ) ব্যক্তিগত মালিকানা/অংশীদার ব্যবসা
01	যে গ্রিলপ/প্রকল্প স্থাপন করার প্রস্তাব করা হইতেছে তাহার বিশ্বদ বিবরণ ঃ
	(ক) শিক্তেগর/প্রকল্পের নাম
	(খ) ফ্যাক্টরী বেখানে স্হাপিত হইবে তাহার ঠিকানা
	(গ) যলগতির তালিকা ও মূল্যা
	(ছ) জামুর পরিমাণ ও জামুর আনুমানিক মুল্য (ক্রম করিতে হইলে)

	(0)	প্রস্তুত দ্রব্যাদির বিবরণ ও তাহার বাংসরিক পরিমাণ
		বিলিডং/ইমারত নির্মাণ খরচ
81		র্বর নিকট আবেদনকৃত ঋণের পরিমাণ
٥ ا		ভিত্তিতে বাবসা সংগঠিত হইবে তাহার বিবরণ। (সঠিক হরে দাগ দিন)।
	The same of the sa	ব্যবিগত মালিকানাপার্টনারশীপ হইলে পার্টনারদের নাম ও পিতার নাম
		পূর্ণ নাম
		পিতার নাম
		ग्रम— श्रम—
		ভাকঘর— খানা—
		জিলা—
		(2)
	(গ)	সমবায় হইলে সমবায় সমিতির প্রেসিডেন্ট ও সেক্লোরীর নাম ও ঠিকানা (সমবায়
		সমিতির গঠনতন্ত ও বাই-ল এবং রেজেন্ট্রিকত দলিলের একটি করিয়া সত্যায়িত কপি দাখিল করিতে হইবে)।
+	(뒥) ·	সীমাবর্ষ্থ কোম্পানী হইলে (কোম্পানীর মেমোরান্ডাম এবং আর্টিকেলস অব এসো- সিয়েশন-এর সত্যায়িত কপি দাখিল করিতে হইবে)।
		মুখ্য পরিচালক ও পরিচালকদের নাম ও ঠিকানাঃ—
		(\$)
		(0)
91	(2)	সীমাবন্ধ কোম্পানী/সমবার সমিতি হইলে— (ক) প'র্জির পরিমাণ
		(খ) পরিচালকদের অংশের/সত্বের বিবরণ
	(\$)	ব্যক্তিগত মালিকানা/পার্টনারশীপ (রেজেন্ট্রিক্ত) হইলে— ক) প'বুলির পরিমাণ
1		(খ) অংশীদারগণের অংশের/সত্তের বিবরণ
f	दल्यम	দুষ্টব্য-পার্টনারশীপ হইলে রেজেন্ট্রিকত দলিলের সন্যায়িত ক্রি মাধিক

इहार ।

	त्रवास गर्, स्थाबा गर्,	्रानप्र गाप्तनाचा	राजात्र गुणा	विवत्रम्।	
	मेंब विवेद्रण, मांग नः, इंद्रान नः, स्मोद्या नः,		আনুমানিক বাছার মূল্য ।	দায়, বন্ধক, ইত্যাদি ধাকিলে তাহার	
	(১) ভূমি ঃ				
	গ্হাবর সম্পত্তি—				
	(ক) সম্পত্তিঃ				
221	আবেদনকারীর সম্পত্তি	ও দায়ের বিবরণ :			
	(গ) অন্যান্য সূত্র হই করিতে হইবে)।	ইতে লখ্য অৰ্থ	(কোথা হইতে প	াওয়া যাইবে তাহাও উল্লেখ	
	(খ) স্থানীয় ও বৈদে (আলাদাভাবে দি	শিক মনুদ্রায় বোর্ডের তে হইবে)।	য খাণ	•	
	(ক) নিজস্ব প⁴্জি				
501	অর্থের যোগান (টাকায়) ঃ				
	(খ) কম চারা বাংসরিক খ	ও শ্রমিকদের বেঁতন বিচের পরিমাণ (আ	ও মজ্বুরা বাবদ লাদাভাবে দিতে হই	ৰে)	
				ভাবে দিতে হইবে)	
21	কর্মচারী ও শ্রমিকদের		Total Control		
		াৎসরিক)			
		বিবরণ			
¥1	কাঁচামাল ঃ				
		জন্য ঘর/গোদাম ঘর বে. না তৈয়ার করিব			
3-14	(খ) জমির ঠিক	ाना			
	(ক) জমির মাণি	লকানা			
91	জমির পূর্ণ বিবরণ ঃ				

(২) ইমারত/বাড়ীখর : বিবরণ

जान, भागिक भ्रा

(o) कात्रधांना :
জমি, সম্পত্তি, ইমারত, বন্দপা তি ইত্যদির বিবরণ ও উহাদের মূল্য ,
- (খ) অস্থাবর বা অস্থায়ী সম্পত্তির
বিবরণ ও উহাদের ম্লা
১২। আবেদনকারী ভাহার বে সম্পত্তি ঋণের জন্য জামানত হিসাবে শিল্ডে চান ভাহার বিবরণ:
১৩। আবেদনকারী কোন ব্যাংক অথবা ঋণদান সংস্থার কাছে ঋণের জন্য আবেদন করিয়াছিলেন কিনা? যদি করিয়া থাকেন তবে তাহার বিস্তারিত বিবরণ এবং ফলাফল কি হইয়াছিল?
উপরে বর্ণিত তথ্য আমার জানামতে সঠিক। এতে কোন তথ্য ইচ্ছাকৃতভাবে বিকৃত করিয়া বর্ণিত হইয়াছে প্রমাণিত হইলে আইনতঃ দায়ী থাকিব।
বোডের বিধি মোতাবেক নিদিশ্টি শুর্তাধীনে মোট
টাকার ঋণের জন্য আর্মি আবেদন করিতেছি।
(আবেদনকারীর প্র ক্লাক্ষর ও তারিথ)।
SCHEDULE B
[See rule 10] CREDIT AGREEMENT
This DEED of AGREEMENT is made atthisday of
BETWEEN
having registered/head office at, hereinafter called "the BORROWER(S)" (which expression shall, where the context so admits, include its/his/their successors-in-interest, legal representatives and assigns) of the ONE PART.

AND

The Off.shore Islands Development Board established under the Off-shore Islands Development Board Ordinance, 1977 (Ordinance No. IV of 1977), having its head office at Chittagong, hereinafter called "the BOARD" (which expression shall, where the context so admits, include its successors-in-interest, legal representatives and assigns) of the OTHER PART.

- 2. Unless otherwise agreed between the parties, the BORROWER(S) shall have the right to repay at any time either the full loan or any instalment thereof before the due date for repayment,
- 3. Subject to the terms and conditions herein metnioned and in accordance with the procedures prescribed from time to time by the BOARD, the BORRO-WER(S) shall be entitled to draw from the BOARD and/or avail the said loan/credit or such amount thereof which may be required bona fide by the BORRO-WER(S) for the said project.
- 4. When the BORROWER(S) shall desire to draw and/or avail of the loan/credit or any portion thereof, the BORROWER(S) shall apply in writing to the BOARD in this behalf and the said application shall be in such form and shall contain such statements and agreement and be supported by such documents and other evidence as the BOARD may require to satisfy as to the genuineness and bona fide of the need of the BORROWER(S).

- 5. The BORROWER(S) shall pay to the BOARD:-
- (i) Commission at such rate as may be prescribed by the BOARD from time to time if the BOARD is required to open or establish or cause to be opened or established Letter(s) of credit or any other authority;
- (iii) Interest by way of liquidated damages at the rate of the BORROWER(S) failing to pay, when due, any instalment of the principal of the loan/credit, interest, commission or any other costs, charges and expenses which the BORROWER(S) is/are liable to pay under this Agreement. The interest payable under this sub-clause shall be computed for the period of default on the basis stated in sub-clause (ii) hereinabove.

6. If the loan/credit agreed to be given/provided by the BOARD to the BORROWER(S) under this Agreement or any portion thereof is in foreign currency all the obligations of the BORROWER(S) to make payment or repayment of the principal and of interest in respect of the loan/credit or such portion thereof as is in foreign currency shall be computed and stated

- 7. The loan/credit and the obligations of the BORROWER(S) shall, at the discretion of the BOARD, be secured at such time and from time to time as the BOARD may determine by all or any of the following:—
 - (i) Mortgage, legal of equitable as the BOARD may from time to time require, of the BORROWER(S)' immovable properties, including fixed plant, machinery and fixtures, as are mentioned in Schedulehereto annexed or as the BOARD may determine from time to time, including of any assets which may be acquired by the BORROWER(S) in future.
 - (ii) Pledge and/or first charge by way of hypothecation of machinery and movable properties of the BORROWER(S), including raw materials, which are mentioned in Schedule...... hereto annexed or as the BOARD may require from time to time.
 - (iii) Such other securities, contracts, agreements of gurantee and indemnity, letters of hypothecation and such other documents as may be required by the BOARD from time to time.

8. The BORROWER(S) agree(s) that-

- (i) If the mortgage referred to in clause 7 hereinabove is legal mortgage, it shall contain such terms and conditions as the BOARD may determine. The equitable mortgage has to be executed and created in the form which the BOARD may determine.
- (ii) The BORROWER(S) shall register and file such of the documents as are referred to in clause 7 hereinabove or any other clause in this agreement or any other documents or forms as require registration or filing under law at the entire cost and expense of the BORROWER(S).
- (iii) The BORROWER(S) shall not create any further charge on its/his/their assets, movable and immovable, which have already been charged in favour of the BOARD as security or otherwise.
- 9. The BOARD shall have the right to sell, transfer, assign, repledge, hypothecate, or otherwise dispose of all or any of the securities mentioned in clauses 7 and 8 above and other clauses in this Agreement and to take over the management, possession and control of the BORROWER(S), concern either directly itself or through any agent(s) appointed by the BOARD.
- 10. The BOARD reserves the right to amend, modify, delete any of the conditions of the sanction letter and/or withdraw the sanction itself without assigning any reason or without giving any notice in writing or otherwise, to the BORROWER(S).
- 11. The BORROWER(S) shall not have the right to draw and/or avail of the amount of the loan/credit or any portion thereof except on the fulfilment of the conditions laid down by the BOARD. The necessary arrangements to the satisfaction of the BOARD shall have to be made by the BORROWER(S) for implementing and carrying out the project.
 - 12. The BORROWER(S) undertake(s) and covenant(s) with the BOARD-
 - (i) To apply the entire loan/credit and all amounts drawn thereunder exclusively to finance the project;
 - (ii) To keep and maintain proper books of accounts and records to identify the goods, properties and services financed out of the loan credit and to appoint a qualified Auditor acceptable to the BOARD, to have the BORROWER(S)' accounts audited at regular intervals by such auditor and to submit to the BOARD audited financial statements within a prescribed time-limit and in such form as is acceptable to the BOARD;
 - (iii) Except with the permission of the BOARD, the BORROWER shall if it is a partnership firm or a Cooperative Society, not change its partnership deed or, as the case may be, the constitution, and, if the BORROWER(S) is are a company incorporated under the Companies Act, 1913, it shall not alter its/their Memorandum and Articles of Association;
 - (iv) Not to undertake any amalgamation, re-construction, consolidation, conversion, dissolution or voluntary winding up of the BORRO-WER(S);

- (v) Not to change its/his/their managemet or allow is/his/their Directors or Managing Agents or the shareholders, Dtirectors/Partners/Proprietors or the Managing Agents to dispose of their share(s) or substantial part thereof in the BORROWER(S) or in the Managing Agency/Company/Firm/Concern;
- (vi) To execute all documents and do all acts and things which the BORAD may require to give effect to this Agreement;
- (vii) Except with the previous consent in writing of the BOARD, the BORROWER(S) shall not obtain from its bankers overdraft or other facilities against the security of a charge by way of hypothecation or pledge of its stocks of raw materials, stores and stock-in-trade not already under the charge of the BOARD;
- (viii) Not to pull down or remove any part of its/his/their fixtures. machinery, plant, other fixed assets without the prior approval of the BOARD:
- (ix) Not to change its his their capital structure without the consent of the BOARD;
- (x) Not to enter into any arrangement or composition with its/his/their creditors without the consent of the BOARD;
- (xi) Generally not to do anything which may be prejudicial to the interest of the BOARD.
- 13. The BORROWER(S) hereby represent(s) and warrant(s) as under :-
 - (i) That the BORROWER(S) has/have full powers to own the properties and goods and to carry on the business which it/he/they own(s) and carry/carries on and propose(s) to own and carry on for the purpose of the project.
 - (ii) That the BORROWER(S) has/have valid title to all the assets and properties to be charged in favour of the BOARD and is the exclusive owner thereof and such properties are free from all charges, liens and encumbrances of any kind.
- 14. The BORROWER(S) shall insure the project and all goods, assets, and properties financed out of the loan/credit and/or such goods, assets and properties as form the security of the BOARD agains such risks in such amount or amounts and with such insurance offices as shall be required by the BOARD from time to time.
- 15. The BOARD and the BORROWER(S) agree that :-
 - (i) All the Schedules hereto annexed are and shall form integral parts of this Agreement and this Agreement shall also cover any further loan/credit which the BORROWER(S) may take from the BOARD. For any additional/further loan/credit no fresh Agreement may be executed but all terms and conditions of this Agreement shall be applicable to such loan/credit.

16. If and when the entire principal amount of the loan/credit including that of the additional/further loan/credit and all interest and other charges which shall have accrued on such loan/credit and all other sums payable by the BORROWER(S) to the BOARD hereunder shall have been paid in accord ance with the provisions herein contained and all other conditions required to be fulfilled by the parties have been fulfilled, this Agreement and all obligations of the BORROWER(S) hereunder shall forthwith terminate.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed and signed in their respective names the day, month and year first above written.

By order of the President SAFIUR RAHMAN Deputy Secretary.

MINISTRY OF HOME AFFAIRS

NOTIFICATION

Dacca, the 7th March, 1977.

No. S.R.O. 83-L/77.—In exercise of the power conferred by sub-section (1) of section 5 of the Commissions of Inquiry Act, 1956 (VI of 1956), the Government is pleased to direct that the provisions of sub-section (2), (4), (5) and (6) of the said section shall apply to the Commission of Inquiry appointed under this Ministry Notification No. S.R.O. 61-L/77, dated the 17th February, 1977 to enquire into the incident that took place on 28th January, 1977 at Khepupara in the district of Patuakhali.

By order of the President SALAHUDDIN Secretary,

MINISTRY OF EDUCATION

(Education Division)

NOTIFICATION

Dacca, the 7th March, 1977.

No. S.R.O. 84/L/77/SVIII/88-Edn.—In exercise of the powers conferred by section 6 of the Primary Schools (Taking Over) Act, 1974 (VIII of 1974), the Government is pleased to make the following amendments in the Taken over Primary Schools (Managing Committee) Rules, 1975, namely:—

In the aforesaid Rules,-

- (1) in rule 2, after clause (c) the following new clause shall be inserted, namely:—
 - "(cc) 'village defence party' means the village defence party formed in pursuance of Ministry of Home Affairs Memo, No. 29/MIN/H.A.-PL(IV), dated the 5th January, 1976;";
- (2) in rule 3, in sub-rule (2), after clause (a), the following new clause shall be inserted, namely:—
 - "(aa) a member of the village defence party of the village in which the primary school is situated to be nominated by the Subdivisional Officer concerned;"; and
- (3) in rule 12, after clause (c) the following new clauses shall be inserted, namely:—
 - "(cc) encourage parents to send their children to school;
 - (ccc) undertake programmes and activities to remove illiteracy and to promote adult education;".

By order of the President
ABDUR RASHID CHOWDHURY
Deputy Educational Adviser
(Ex-officio Deputy Secretary),