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GOVERNMENT OF THE PEOPLE'S REPUBLIC OF BANGLADESH

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 (Ord. 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 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.

(4831)

Price Taka 4.00

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.

() 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.—(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]

পার্বত্য চট্টগ্রাম উন্নয়ন বোর্ড

.....ধনের আবেদনপত্র।

১। আবেদনকারীর পূর্ণ নাম ও স্থায়ী ঠিকানা :

(ক) আবেদনকারীর পূর্ণ নাম.....

ঠিকানা—

গ্রাম—

ডাকঘর—

থানা—

জিলা—

(খ) পিতার নাম.....

২। আবেদনকারীর বর্তমান ব্যবসা/পেশা :

(ক) ব্যবসা/পেশার নাম.....

(খ) ঠিকানা.....

(গ) ব্যবসা শুরুর তারিখ.....

(ঘ) ব্যক্তিগত মালিকানা/অংশীদার ব্যবসা.....

৩। যে শিল্প/প্রকল্প স্থাপন করার প্রস্তাব করা হইতেছে তাহার বিশদ বিবরণ :

(ক) শিল্প/প্রকল্পের নাম.....

(খ) ফ্যাক্টরী যেখানে স্থাপিত হইবে তাহার ঠিকানা.....

(গ) বন্দ্রপাতের তালিকা ও মূল্য.....

(ঘ) জমির পরিমাণ ও জমির আনুমানিক মূল্য (ক্রয় করিতে হইলে).....

(ঙ) প্রস্তুত দ্রব্যাদির বিবরণ ও তাহার বাৎসরিক পরিমাণ.....

(চ) বিল্ডিং/ইমারত নির্মাণ খরচ.....

(ছ) আনুমানিক লাভ (বাৎসরিক).....

৪। বোর্ডের নিকট আবেদনকৃত ঋণের পরিমাণ.....

৫। কি ভিত্তিতে ব্যবসা সংগঠিত হইবে তাহার বিবরণ (সঠিক ঘরে দাগ দিন)

(ক) ব্যক্তিগত মালিকানা.....

(খ) পার্টনারশীপ হইলে পার্টনারদের নাম ও পিতার নামঃ

(১) পূর্ণ নাম.....

পিতার নাম.....

ঠিকানা—

গ্রাম—

ডাকঘর—

থানা—

জিলা—

(২).....

(৩).....

(গ) সমবায় হইলে সমবায় সমিতির প্রেসিডেন্ট ও সেক্রেটারীর নাম ও ঠিকানা (সমবায় সমিতির গঠনতন্ত্র ও বাই-ল এবং রেজিস্ট্রিকৃত দলিলের একটি করিয়া সত্যায়িত কপি দাখিল করিতে হইবে).....

(ঘ) সীমাবদ্ধ কোম্পানী হইলে (কোম্পানীর মেমোরান্ডাম এবং আর্টিকেলস অব এসোসিয়েশন-এর সত্যায়িত কপি দাখিল করিতে হইবে)।

মুখ্য পরিচালক ও পরিচালকদের নাম ও ঠিকানাঃ—

(১).....

(২).....

(৩).....

৬। (১) সীমাবদ্ধ কোম্পানী/সমবায় সমিতি হইলে—

(ক) পুঁজির পরিমাণ.....

(খ) পরিচালকদের অংশের/স্বের বিবরণ.....

(২) ব্যক্তিগত মালিকানা/পার্টনারশীপ (রেজিস্ট্রিকৃত) হইলে—

(ক) পুঁজির পরিমাণ.....

(খ) অংশীদারগণের অংশের/স্বের বিবরণ.....

বিশেষ দৃষ্টব্য—পার্টনারশীপ হইলে রেজিস্ট্রিকৃত দলিলের সত্যায়িত কপি দাখিল করিতে হইবে।

৭। জমির পূর্ণ বিবরণ :

- (ক) জমির মালিকানা.....
 (খ) জমির ঠিকানা.....
 (গ) কারখানার জন্য ঘর/গোদাম ঘর/রাস্তা ইত্যাদি
 পাওয়া যাইবে, না তৈয়ার করিতে হইবে।

৮। কাঁচামাল :

- (ক) কাঁচা মালের বিবরণ.....
 (খ) পরিমাণ (বাৎসরিক).....
 (গ) মোট মূল্য.....

৯। কর্মচারী ও শ্রমিকদের বিবরণ :

- (ক) প্রয়োজনীয় কর্মচারী ও শ্রমিকদের সংখ্যা (আলাদাভাবে দিতে হইবে).....
 (খ) কর্মচারী ও শ্রমিকদের বেতন ও মজুরী বাবদ
 বাৎসরিক খরচের পরিমাণ (আলাদাভাবে দিতে হইবে).....

১০। অর্ধের যোগান (টোকাল) :

- (ক) নিজস্ব পুঁজি.....
 (খ) স্থানীয় ও বৈদেশিক মূদ্রায় বোর্ডের ঋণ.....
 (আলাদাভাবে দিতে হইবে)।
 (গ) অন্যান্য সূত্র হইতে লক্ষ অর্থ (কোথা হইতে পাওয়া যাইবে তাহাও উল্লেখ
 করিতে হইবে).....

১১। আবেদনকারীর সম্পত্তি ও দায়ের বিবরণ :

(ক) সম্পত্তি :

স্বাবর সম্পত্তি—

(১) ভূমি :

ভূমির বিবরণ, দাগ নং, খতিয়ান নং, মৌজা নং, ইত্যাদি।	ভূমির পরিমাণ।	আনুমানিক বাজার মূল্য।	দায়, বন্ধক, ইত্যাদি থাকিলে তাহার বিবরণ।

(২) ইমারত/বাড়ীঘর :

বিবরণ

আনুমানিক মূল্য

(৩) কারখানা :

(ক) জমি, সম্পত্তি, ইমারত, বন্দপাতি.....

ইত্যাদির বিবরণ ও উহাদের মূল্য।.....

(খ) অস্থাবর বা অস্থায়ী 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 বর্ণিত তথ্য আমার জানামতে সঠিক। এতে কোন তথ্য ইচ্ছাকৃতভাবে বিকৃত করিয়া বর্ণিত হইয়াছে প্রমাণিত হইলে আইনতঃ দায়ী থাকিব।

বোর্ডের বিধি মোতাবেক নির্দিষ্ট 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 at.....this
..... day of 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 Chitta-
gong 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
(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 of
upon 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 set forth and in Schedule.....hereto
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 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 BORROWER(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 BORROWER(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;

(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 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;

(iii) Interest by way of liquidated damages at the rate of.....in the event 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 or equitable as the BOARD may from time to time require, of the BORROWER(S)' immovable properties, including fixed part, machinery and fixtures, as are mentioned in Schedule hereto 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 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 BORROWER(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 :—

- (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 presence of :

For and on behalf of the

1.

1.

2.

2.

(Vide
Date)

Directors/Administrator/Partners/
Proprietor.

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 Rajshahi 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]

রাজশাহী বিভাগ উন্নয়ন বোর্ড।

.....ঋণের আবেদনপত্র।

১। আবেদনকারীর পূর্ণ নাম ও স্থায়ী ঠিকানা :

(ক) আবেদনকারীর পূর্ণ নাম.....

ঠিকানা—

গ্রাম—

ডাকঘর—

থানা—

জিলা—

(খ) পিতার নাম.....

২। আবেদনকারীর বর্তমান ব্যবসা/পেশা :

(ক) ব্যবসা/পেশার নাম.....

(খ) ঠিকানা.....

(গ) ব্যবসা শুরু করার তারিখ.....

(ঘ) ব্যক্তিগত মালিকানা/অংশীদার ব্যবসা.....

৩। যে শিল্প/প্রকল্প স্থাপন করার প্রস্তাব করা হইতেছে তাহার বিশদ বিবরণ :

(ক) শিল্পের/প্রকল্পের নাম.....

(খ) ফ্যাক্টরী যেখানে স্থাপিত হইবে তাহার ঠিকানা.....

(গ) যন্ত্রপাতির তালিকা ও মূল্য.....

(ঘ) জমির পরিমাণ ও জমির আনুমানিক মূল্য (ক্রয় করিতে হইলে).....

(ঙ) প্রস্তুত দ্রব্যাদির বিবরণ ও তাহার বাৎসরিক পরিমাণ.....

(চ) বিদ্যুৎ/ইমারত নির্মাণ খরচ.....

(ছ) আনুমানিক লাভ (বাৎসরিক).....

৪। বোর্ডের নিকট হইতে আবেদনকৃত ঋণের পরিমাণ.....

৫। কি ভিত্তিতে ব্যবসা সংগঠিত হইবে তাহার বিবরণ। (সঠিক ঘরে দাগ দিন)।

(ক) ব্যক্তিগত মালিকানা.....

(খ) পার্টনারশীপ হইলে পার্টনারদের নাম ও পিতার নাম.....

(১) পূর্ণ নাম.....

পিতার নাম.....

ঠিকানা—

গ্রাম—

ডাকঘর—

থানা—

জিলা—

(২).....

(৩).....

(গ) সমবায় হইলে সমবায় সমিতির প্রেসিডেন্ট ও সেক্রেটারীর নাম ও ঠিকানা (সমবায় সমিতির গঠনতন্ত্র ও বাই-ল এবং রেজিস্ট্রিকৃত দলিলের একটি করিয়া সত্যায়িত কপি দাখিল করিতে হইবে)।.....

(ঘ) সীমাবদ্ধ কোম্পানী হইলে (কোম্পানীর মেমোরান্ডাম এবং আর্টিকেলস অব এসোসিয়েশন-এর সত্যায়িত কপি দাখিল করিতে হইবে)।

মুখ্য পরিচালক ও পরিচালকদের নাম ও ঠিকানা—

(১).....

(২).....

(৩).....

৬। (১) সীমাবদ্ধ কোম্পানী/সমবায় সমিতি হইলে—

(ক) পুঁজির পরিমাণ.....

(খ) পরিচালকদের অংশের/স্বের বিবরণ.....

(২) ব্যক্তিগত মালিকানা/পার্টনারশীপ (রেজিস্ট্রিকৃত) হইলে—

(ক) পুঁজির পরিমাণ.....

(খ) অংশীদারগণের অংশের/স্বের বিবরণ.....

বিশেষ দৃষ্টব্য—পার্টনারশীপ হইলে রেজিস্ট্রিকৃত দলিলের সত্যায়িত কপি দাখিল করিতে হইবে।

৭। জমির পূর্ণ বিবরণ :

(ক) জমির মালিকানা.....

(খ) জমির ঠিকানা.....

(গ) কারখানার জন্য ঘর/গোদাম ঘর/রাস্তা ইত্যাদি পাওয়া যাইবে, না তৈয়ার করিতে হইবে।

৮। কাঁচামাল :

- (ক) কাঁচা মালের বিবরণ.....
 (খ) পরিমাণ (বাৎসরিক).....
 (গ) মোট মূল্য.....

৯। কর্মচারী ও শ্রমিকদের বিবরণ :

- (ক) প্রয়োজনীয় কর্মচারী ও শ্রমিকদের সংখ্যা (আলাদাভাবে দিতে হইবে).....
 (খ) কর্মচারী ও শ্রমিকদের বেতন ও মজুরী বাবদ
 বাৎসরিক খরচের পরিমাণ (আলাদাভাবে দিতে হইবে).....

১০। অর্থের বোগান (টাকায়) :

- (ক) নিজস্ব পুঁজি.....
 (খ) স্থানীয় ও বৈদেশিক মুদ্রায় বোর্ডের ঋণ.....
 (আলাদাভাবে দিতে হইবে)।
 (গ) অন্যান্য সূত্র হইতে লক্ষ্য অর্থ (কোথা হইতে পাওয়া যাইবে তাহা লিখিত
 করিতে হইবে)।

১১। আবেদনকারীর সম্পত্তি ও দায়ের বিবরণ :

(ক) সম্পত্তি :

স্থাবর সম্পত্তি—

(১) ভূমি :

ভূমির বিবরণ, দাগ নং, খতিয়ান নং, নোজা নং, ইত্যাদি।	ভূমির পরিমাণ।	আনুমানিক বাজার মূল্য।	দায়, ঋণ, ইত্যাদি খাঙ্কিলে তাহার বিবরণ।

(২) ইমারত/বাড়ীঘর :

বিবরণ

আনুমানিক মূল্য

(৩) কারখানা :

জমি, সম্পত্তি, ইমারত, বস্ত্রপাতি.....
ইত্যাদির বিবরণ ও উহাদের মূল্য

(খ) অস্থাবর বা অস্থায়ী 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 বর্ণিত তথ্য আমার জানামতে সঠিক। এতে কোন তথ্য ইচ্ছাকৃতভাবে বিকৃত করিয়া বর্ণিত হইয়াছে প্রমাণিত হইলে আইনতঃ দায়ী থাকিব।

বোর্ডের বিধি মোতাবেক নির্দিষ্ট 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 at.....this
..... day of 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 Rajshahi Division 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-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

 (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 of
 upon 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.....hereto 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 mentioned and in accordance with the procedures prescribed from time to time by the BOARD, the BORROWER(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 BORROWER(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;
- (iii) Interest by way of liquidated damages at the rate of.....in the event 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 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 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 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 BORROWER(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 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.

- (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]

খুলনা বিভাগ উন্নয়ন বোর্ড।

.....খণ্ডের আবেদনপত্র।

১। আবেদনকারীর পূর্ণ নাম ও স্থায়ী ঠিকানা :

(ক) আবেদনকারীর পূর্ণ নাম.....
 ঠিকানা—
 গ্রাম—
 ডাকঘর—
 থানা—
 জিলা—

(খ) পিতার নাম.....

২। আবেদনকারীর বর্তমান বাবসা/পেশা :

(ক) বাবসা/পেশার নাম.....
 (খ) ঠিকানা.....
 (গ) বাবসা শুরু করার তারিখ.....
 (ঘ) ব্যক্তিগত মালিকানা/অংশীদার বাবসা.....

৩। যে শিল্প/প্রকল্প স্থাপন করার প্রস্তাব করা হইতেছে তাহার বিশদ বিবরণ :

(ক) শিল্প/প্রকল্পের নাম.....
 (খ) ফ্যাক্টরী যেখানে স্থাপিত হইবে তাহার ঠিকানা.....

- (গ) যন্ত্রপাতির তালিকা ও মূল্য.....
 (ঘ) জমির পরিমাণ ও জমির আনুমানিক মূল্য (ক্রয় করিতে হইলে).....
 (ঙ) প্রস্তুত দ্রব্যাদির বিবরণ ও তাহার বাৎসরিক পরিমাণ.....
 (চ) বিল্ডিং/ইমারত নির্মাণ খরচ.....
 (ছ) আনুমানিক লাভ (বাৎসরিক).....

৪। বোর্ডের নিকট হইতে আবেদনকৃত ঋণের পরিমাণ.....

৫। কি ভিত্তিতে ব্যবসা সংগঠিত হইবে তাহার বিবরণ। (সঠিক ঘরে দাগ দিন)।

- (ক) ব্যক্তিগত মালিকানা.....
 (খ) পার্টনারশীপ হইলে পার্টনারদের নাম ও পিতার নাম.....
 (১) পূর্ণ নাম.....
 পিতার নাম.....

ঠিকানা—
 গ্রাম—
 ডাকঘর—
 থানা—
 জিলা—

(২).....

(৩).....

- (গ) সমবায় হইলে সমবায় সমিতির প্রেসিডেন্ট ও সেক্রেটারীর নাম ও ঠিকানা (সমবায় সমিতির গঠনতন্ত্র ও বাই-ল এবং রেজিস্ট্রিকৃত দলিলের একটি করিয়া সত্যায়িত কপি দাখিল করিতে হইবে)।.....
 (ঘ) সীমাবদ্ধ কোম্পানী হইলে (কোম্পানীর মেমোরান্ডাম এবং আর্টিকেলস অব এসোসিয়েশন-এর সত্যায়িত কপি দাখিল করিতে হইবে)।

মুখ্য পরিচালক ও পরিচালকদের নাম ও ঠিকানাঃ—

(১).....

(২).....

(৩).....

৬। (১) সীমাবদ্ধ কোম্পানী/সমবায় সমিতি হইলে—

- (ক) পুঁজির পরিমাণ.....
 (খ) পরিচালকদের অংশের/স্বত্বের বিবরণ.....

(২) ব্যক্তিগত মালিকানা/পার্টনারশীপ (রেজিস্ট্রিকৃত) হইলে—

- (ক) পুঁজির পরিমাণ.....
 (খ) অংশীদারগণের অংশের/স্বত্বের বিবরণ.....

(বিশেষ দৃষ্টব্য—পার্টনারশীপ হইলে রেজিস্ট্রিকৃত দলিলের সত্যায়িত কপি দাখিল করিতে হইবে)।

৭। জমির পূর্ণ বিবরণ :

- (ক) জমির মালিকানা.....
- (খ) জমির ঠিকানা.....
- (গ) কারখানার জন্য ঘর/গোদাম ঘর/রাস্তা ইত্যাদি পাওয়া যাইবে, না তৈয়ার করিতে হইবে।

৮। কাঁচামাল :

- (ক) কাঁচা মালের বিবরণ.....
- (খ) পরিমাণ (বাৎসরিক).....
- (গ) মোট মূল্য.....

৯। কর্মচারী ও শ্রমিকদের বিবরণ :

- (ক) প্রয়োজনীয় কর্মচারী ও শ্রমিকদের সংখ্যা (আলাদাভাবে দিতে হইবে).....
- (খ) কর্মচারী ও শ্রমিকদের বেতন ও মজুরী বাবদ বাৎসরিক খরচের পরিমাণ (আলাদাভাবে দিতে হইবে).....

১০। অর্থের যোগান (টাকায়) :

- (ক) নিজস্ব পুঁজি.....
- (খ) স্থানীয় ও বৈদেশিক মুদ্রায় বোর্ডের ঋণ.....
(আলাদাভাবে দিতে হইবে)।
- (গ) অন্যান্য সূত্র হইতে লম্ব অর্থ (কোথা হইতে পাওয়া যাইবে তাহাও উল্লেখ করিতে হইবে)।

১১। আবেদনকারীর সম্পত্তি ও দায়ের বিবরণ :

- (ক) সম্পত্তি :
- স্বাবর সম্পত্তি—
- (১) ভূমি :

ভূমির বিবরণ, দাগ নং, খতিয়ান নং, মৌজা নং, ইত্যাদি।	ভূমির পরিমাণ।	আনুমানিক বাজার মূল্য।	দায়, বন্ধক, ইত্যাদি থাকিলে তাহার বিবরণ।

(২) ইমারত/বাড়ীঘর :
বিবরণ

আনুমানিক মূল্য

(৩) কারখানা :

জমি, সম্পত্তি, ইমারত, যন্ত্রপাতি.....
ইত্যাদির বিবরণ ও উহাদের মূল্য :.....

(খ) অস্থাবর বা অস্থায়ী 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 বর্ণিত তথ্য আমার জানামতে সঠিক। এতে কোন তথ্য ইচ্ছাকৃতভাবে বিকৃত করিয়া বর্ণিত হইয়াছে প্রমাণিত হইলে আইনতঃ দায়ী থাকিব।

বোর্ডের বিধি মোতাবেক নির্দিষ্ট 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 at.....this
..... day of 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

Khulna Division Development Board established under the Khulna Division 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.

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 accommodation to the BORROWER(S) by providing and/or advancing to the BORROWER(S) by
 a sum of
 upon 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 set forth and in Schedulehereto 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 Scheduleannexed 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 mentioned and in accordance with the procedures prescribed from time to time by the BOARD, the BORROWER(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 BORROWER(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;
- (iii) Interest by way of liquidated damages at the rate of.....in the event 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 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 Schedule.....hereto 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 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 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 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 BORROWER(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 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 : For and on behalf of the:

1.

1.

2.

2.

(Vide
Dated)

Director/Administrator/Partners/
Proprietor.

For and on behalf of the
Khulna Division Development
Board.

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:—

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, 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.**—(i) 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.

(ii) 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 উন্নয়ন বোর্ড।

.....খণ্ডের আবেদনপত্র।

১। আবেদনকারীর পূর্ণ নাম ও স্থায়ী ঠিকানা :

(ক) আবেদনকারীর পূর্ণ নাম.....

ঠিকানা—

গ্রাম—

ডাকঘর—

থানা—

জিলা—

(খ) পিতার নাম.....

২। আবেদনকারীর বর্তমান ব্যবসা/পেশা :

(ক) ব্যবসা/পেশার নাম.....

(খ) ঠিকানা.....

(গ) ব্যবসা শুরুর করার তারিখ.....

(ঘ) ব্যক্তিগত মালিকানা/অংশীদার ব্যবসা.....

৩। যে শিল্প/প্রকল্প স্থাপন করার প্রস্তাব করা হইতেছে তাহার বিশদ বিবরণ :

(ক) শিল্পের/প্রকল্পের নাম.....

(খ) ফ্যাক্টরী যেখানে স্থাপিত হইবে তাহার ঠিকানা.....

(গ) বন্দপত্রের তালিকা ও মূল্য.....

- (ঘ) জমির পরিমাণ ও জমির আনুমানিক মূল্য (রূয় করিতে হইলে).....
 (ঙ) প্রস্তুত দ্রব্যাদির বিবরণ ও তাহার বাৎসরিক পরিমাণ.....
 (চ) বিন্ডিং/ইমারত নির্মাণ খরচ.....
 (ছ) আনুমানিক লাভ (বাৎসরিক).....

৪। বোর্ডের নিকট হইতে আবেদনকৃত ঋণের পরিমাণ.....

৫। কি ভিত্তিতে ব্যবসা সংগঠিত হইবে তাহার বিবরণ। (সঠিক ঘরে দাগ দিন)।

- (ক) ব্যক্তিগত মালিকানা.....
 (খ) পার্টনারশীপ হইলে পার্টনারদের নাম ও পিতার নাম.....

 (১) পূর্ণ নাম.....
 পিতার নাম.....

ঠিকানা—

গ্রাম—

ডাকঘর—

ধানা—

জিলা—

(২).....

(৩).....

(গ) সমবায় হইলে সমবায় সমিতির প্রেসিডেন্ট ও সেক্রেটারীর নাম ও ঠিকানা (সমবায় সমিতির গঠনতন্ত্র ও বাই-ল এবং রেজিস্ট্রিকৃত দলিলের একটি করিয়া সত্যায়িত কপি দাখিল করিতে হইবে)।.....

(ঘ) সীমাবদ্ধ কোম্পানী হইলে (কোম্পানীর মেমোরান্ডাম এবং আর্টিকেলস অব এসোসিয়েশন-এর সত্যায়িত কপি দাখিল করিতে হইবে)।

মুখ্য পরিচালক ও পরিচালকদের নাম ও ঠিকানাঃ—

(১).....

(২).....

(৩).....

৬। (১) সীমাবদ্ধ কোম্পানী/সমবায় সমিতি হইলে—

(ক) পন্থির পরিমাণ.....

(খ) পরিচালকদের অংশের/স্বত্বের বিবরণ.....

(২) ব্যক্তিগত মালিকানা/পার্টনারশীপ (রেজিস্ট্রিকৃত) হইলে—

(ক) পন্থির পরিমাণ.....

(খ) অংশীদারগণের অংশের/স্বত্বের বিবরণ.....

(বিশেষ দৃষ্টব্য—পার্টনারশীপ হইলে রেজিস্ট্রিকৃত দলিলের সত্যায়িত কপি দাখিল করিতে হইবে)।

৭। জমির পূর্ণ বিবরণ :

- (ক) জমির মালিকানা.....
- (খ) জমির ঠিকানা.....
- (গ) কারখানার জন্য ঘর/গোদাম ঘর/রাস্তা ইত্যাদি
পাওয়া যাইবে, বা তৈয়ারী করিতে হইবে।

৮। কাঁচামাল :

- (ক) কাঁচা মালের বিবরণ.....
- (খ) পরিমাণ (বাৎসরিক).....
- (গ) মোট মূল্য.....

৯। কর্মচারী ও শ্রমিকদের বিবরণ :

- (ক) প্রয়োজনীয় কর্মচারী ও শ্রমিকদের সংখ্যা (আলাদাভাবে দিতে হইবে).....
- (খ) কর্মচারী ও শ্রমিকদের বেতন ও মজুরী বাবদ
বাৎসরিক খরচের পরিমাণ (আলাদাভাবে দিতে হইবে).....

১০। অর্থের যোগান (টাকার) :

- (ক) নিজস্ব পুঁজি.....
- (খ) স্থানীয় ও বৈদেশিক মূদ্রায় বোর্ডের ঋণ.....
(আলাদাভাবে দিতে হইবে)।
- (গ) অন্যান্য সূত্র হইতে লক্ষ অর্থ (কোথা হইতে পাওয়া যাইবে তাহাও উল্লেখ
করিতে হইবে)।

১১। আবেদনকারীর সম্পত্তি ও দায়ের বিবরণ :

(ক) সম্পত্তি :

স্বাবর সম্পত্তি—

(১) ভূমি :

ভূমির বিবরণ, দাগ নং, পত্ৰনাম নং, মৌজা নং ইত্যাদি।	ভূমির পরিমাণ।	আনুমানিক বাজার মূল্য।	দায়, বন্ধক, ইত্যাদি ধাক্কিনে তাহার বিবরণ।

(২) ইমারত/বাড়ীঘর :

বিবরণ

আনুমানিক মূল্য

(৩) কারখানা :

জমি, সম্পত্তি, ইমারত, বন্দ্রপাতি.....

ইত্যাদির বিবরণ ও উহাদের মূল্য :.....

(খ) অস্থাবর বা অস্থায়ী 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 বর্ণিত তথ্য আমার জানামতে সঠিক। এতে কোন তথ্য ইচ্ছাকৃতভাবে বিকৃত করিয়া বর্ণিত হইয়াছে প্রমাণিত হইলে আইনতঃ দায়ী থাকিব।

বোর্ডের বিধি মোতাবেক নির্দিষ্ট 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 at.....this
..... day of 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

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.

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 accommodation to the BORROWER(S) by providing and/or advancing to the BORROWER(S) by
 a sum of
 upon the terms and conditions stated hereinafter and the BORROWER(S) has have agreed to the same;

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.....hereto 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 mentioned and in accordance with the procedures prescribed from time to time by the BOARD, the BORROWER(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 BORROWER(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;
- (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;
- (iii) Interest by way of liquidated damages at the rate of.....in the event 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 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 Schedule.....hereto 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 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 a 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(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 BORROWER(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 :—

- (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 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
Dated)

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.

1. **Short title 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.**—(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 Sangstha, 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 উন্নয়ন বোর্ড।

.....খণের আবেদনপত্র।

১। আবেদনকারীর পূর্ণ নাম ও স্থায়ী ঠিকানা :

(ক) আবেদনকারীর পূর্ণ নাম.....

ঠিকানা—

গ্রাম—

ডাকঘর—

থানা—

জিলা—

(খ) পিতার নাম.....

২। আবেদনকারীর বর্তমান ব্যবসা/পেশা :

(ক) ব্যবসা/পেশার নাম.....

(খ) ঠিকানা.....

(গ) ব্যবসা শুরুর করার তারিখ.....

(ঘ) ব্যক্তিগত মালিকানা/অংশীদার ব্যবসা.....

৩। যে শিল্প/প্রকল্প স্থাপন করার প্রস্তাব করা হইতেছে তাহার বিশদ বিবরণ :

(ক) শিল্পের/প্রকল্পের নাম.....

(খ) ফ্যাক্টরী যেখানে স্থাপিত হইবে তাহার ঠিকানা.....

(গ) যন্ত্রপাতির তালিকা ও মূল্য.....

- (ঘ) জমির পরিমাণ ও জমির আনুমানিক মূল্য (ব্রহ্ম করিতে হইলে).....
- (ঙ) প্রস্তুত দ্রব্যাদির বিবরণ ও তাহার বাৎসরিক পরিমাণ.....
- (চ) বিন্ডিং/ইমারত নির্মাণ খরচ.....
- (ছ) আনুমানিক লাভ (বাৎসরিক).....
- ৪। বোর্ডের নিকট আবেদনকৃত ঋণের পরিমাণ.....
- ৫। কি ভিত্তিতে ব্যবসা সংগঠিত হইবে তাহার বিবরণ। (সঠিক ঘরে দাগ দিন)।
- (ক) ব্যক্তিগত মালিকানা.....
- (খ) পার্টনারশীপ হইলে পার্টনারদের নাম ও পিতার নাম.....
- (১) পূর্ণ নাম.....
- পিতার নাম.....
- ঠিকানা—
- গ্রাম—
- ডাকঘর—
- ধানা—
- জিলা—
- (২).....
- (৩).....
- (গ) সমবায় হইলে সমবায় সমিতির প্রেসিডেন্ট ও সেক্রেটারীর নাম ও ঠিকানা (সমবায় সমিতির গঠনতন্ত্র ও বাই-ল এবং রেজিস্ট্রিকৃত দলিলের একটি করিয়া সত্যায়িত কপি দাখিল করিতে হইবে)।.....
- (ঘ) সীমাবদ্ধ কোম্পানী হইলে (কোম্পানীর মেমোরান্ডাম এবং আর্টিকেলস অব এসোসিয়েশন-এর সত্যায়িত কপি দাখিল করিতে হইবে)।
- মুখ্য পরিচালক ও পরিচালকদের নাম ও ঠিকানাঃ—
- (১).....
- (২).....
- (৩).....
- ৬। (১) সীমাবদ্ধ কোম্পানী/সমবায় সমিতি হইলে—
- (ক) পুঁজির পরিমাণ.....
- (খ) পরিচালকদের অংশের/সহের বিবরণ.....
- (২) ব্যক্তিগত মালিকানা/পার্টনারশীপ (রেজিস্ট্রিকৃত) হইলে—
- (ক) পুঁজির পরিমাণ.....
- (খ) অংশীদারগণের অংশের/সহের বিবরণ.....

বিশেষ দৃষ্টব্য—পার্টনারশীপ হইলে রেজিস্ট্রিকৃত দলিলের সত্যায়িত কপি দাখিল করিতে হইবে।

৭। জমির পূর্ণ বিবরণ :

- (ক) জমির মালিকানা.....
- (খ) জমির ঠিকানা.....
- (গ) কারখানার জন্য ঘর/গোদাম ঘর/রাস্তা ইত্যাদি
পাওয়া যাইবে, না তৈয়ার করিতে হইবে।

৮। কাঁচামাল :

- (ক) কাঁচা মালের বিবরণ.....
- (খ) পরিমাণ (বাৎসরিক).....
- (গ) মোট মূল্য.....

৯। কর্মচারী ও শ্রমিকদের বিবরণ :

- (ক) প্রয়োজনীয় কর্মচারী ও শ্রমিকদের সংখ্যা (আলাদাভাবে দিতে হইবে).....
- (খ) কর্মচারী ও শ্রমিকদের বেতন ও মজুরী বাবদ
বাৎসরিক খরচের পরিমাণ (আলাদাভাবে দিতে হইবে).....

১০। অর্থের যোগান (টাকায়) :

- (ক) নিজস্ব পুঁজি.....
- (খ) স্থানীয় ও বৈদেশিক মদ্রায় বোর্ডের ঋণ.....
(আলাদাভাবে দিতে হইবে)।
- (গ) অন্যান্য সূত্র হইতে লক্ষ অর্থ (কোথা হইতে পাওয়া যাইবে তাহাও উল্লেখ
করিতে হইবে)।

১১। আবেদনকারীর সম্পত্তি ও দায়ের বিবরণ :

(ক) সম্পত্তি :

স্থাবর সম্পত্তি—

(১) ভূমি :

ভূমির বিবরণ, দাগ নং, খতিয়ান নং, নোজা নং, ইত্যাদি।	ভূমির পরিমাণ।	আনুমানিক বাজার মূল্য।	দায়, বন্ধক, ইত্যাদি থাকিলে তাহার বিবরণ।

(২) ইমারত/বাড়ীঘর :
বিবরণ

আনুমানিক মূল্য

(৩) কারখানা :

জমি, সম্পত্তি, ইমারত, যন্ত্রপাতি.....

ইত্যাদির বিবরণ ও উহাদের মূল্য :.....

(খ) অস্থাবর বা অস্থায়ী 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 বর্ণিত তথ্য আমার জানামতে সঠিক। এতে কোন তথ্য ইচ্ছাকৃতভাবে বিকৃত করিয়া বর্ণিত হইয়াছে প্রমাণিত হইলে আইনতঃ দায়ী থাকিব।

বোর্ডের বিধি মোতাবেক নির্দিষ্ট শর্তাধীনে মোট.....
টাকার ঋণের জন্য আবেদন করিতেছি।

.....
(আবেদনকারীর পূর্ণ স্বাক্ষর ও তারিখ)।

SCHEDULE B

(See rule 10)

CREDIT AGREEMENT

This DEED of AGREEMENT is made at.....this
..... day of19....

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 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.

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 accommodation to the BORROWER(S) by providing and/or advancing to the BORROWER(S) by

 a sum of
 upon 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..... hereto 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 mentioned and in accordance with the procedures prescribed from time to time by the BOARD, the BORROWER(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 BORROWER(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;
- (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;
- (iii) Interest by way of liquidated damages at the rate of.....in the event 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 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 Schedule.....hereto 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 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 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 BORROWER(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 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.

(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]

উপকূলীয় শ্রীপাণ্ডুল উন্নয়ন বোর্ড।

.....খণের আবেদনপত্র।

১। আবেদনকারীর পূর্ণ নাম ও স্থায়ী ঠিকানা :

(ক) আবেদনকারীর পূর্ণ নাম.....

ঠিকানা—

গ্রাম—

ডাকঘর—

থানা—

জিলা—

(খ) পিতার নাম.....

২। আবেদনকারীর বর্তমান বাবসা/পেশা :

(ক) বাবসা/পেশার নাম.....

(খ) ঠিকানা.....

(গ) বাবসা শুরু করার তারিখ.....

(ঘ) ব্যক্তিগত মালিকানা/অংশীদার বাবসা.....

৩। যে শিল্প/প্রকল্প স্থাপন করার প্রস্তাব করা হইতেছে তাহার বিশদ বিবরণ :

(ক) শিল্প/প্রকল্পের নাম.....

(খ) ফ্যাক্টরী যেখানে স্থাপিত হইবে তাহার ঠিকানা.....

(গ) যন্ত্রপাতির তালিকা ও মূল্য.....

(ঘ) জমির পরিমাণ ও জমির আনুমানিক মূল্য (ক্রয় করিতে হইলে).....

- (ঙ) প্রস্তুত দ্রব্যাদির বিবরণ ও তাহার বাৎসরিক পরিমাণ.....
- (চ) বিল্ডিং/ইমারত নির্মাণ খরচ.....
- (ছ) আনুমানিক লাভ (বাৎসরিক).....
- ৪। বোর্ডের নিকট আবেদনকৃত ঋণের পরিমাণ.....
- ৫। কি ভিত্তিতে ব্যবসা সংগঠিত হইবে তাহার বিবরণ। (সঠিক ঘরে দাগ দিন)।
- (ক) ব্যক্তিগত মালিকানা.....
- (খ) পার্টনারশীপ হইলে পার্টনারদের নাম ও পিতার নাম.....
- (১) পূর্ণ নাম.....
- পিতার নাম.....
- ঠিকানা—
- গ্রাম—
- ডাকঘর—
- থানা—
- জিলা—
- (২).....
- (৩).....
- (গ) সমবায় হইলে সমবায় সমিতির প্রেসিডেন্ট ও সেক্রেটারীর নাম ও ঠিকানা (সমবায় সমিতির গঠনতন্ত্র ও বাই-ল এবং রেজিস্ট্রিকৃত দলিলের একটি কপি সত্যায়িত কপি দাখিল করিতে হইবে)।.....
- (ঘ) সীমাবদ্ধ কোম্পানী হইলে (কোম্পানীর মেমোরান্ডাম এবং আর্টিকেলস অব এসোসিয়েশন-এর সত্যায়িত কপি দাখিল করিতে হইবে)।
- মুখ্য পরিচালক ও পরিচালকদের নাম ও ঠিকানাঃ—
- (১).....
- (২).....
- (৩).....
- ৬। (১) সীমাবদ্ধ কোম্পানী/সমবায় সমিতি হইলে—
- (ক) পুঁজির পরিমাণ.....
- (খ) পরিচালকদের অংশের/স্বের বিবরণ.....
- (২) ব্যক্তিগত মালিকানা/পার্টনারশীপ (রেজিস্ট্রিকৃত) হইলে—
- (ক) পুঁজির পরিমাণ.....
- (খ) অংশদারগণের অংশের/স্বের বিবরণ.....

বিশেষ দ্রষ্টব্য—পার্টনারশীপ হইলে রেজিস্ট্রিকৃত দলিলের সত্যায়িত কপি দাখিল করিতে হইবে।

৭। জমির পূর্ণ বিবরণ :

- (ক) জমির মালিকানা.....
- (খ) জমির ঠিকানা.....
- (গ) কারখানার জন্য ঘর/গোদাম ঘর/রাস্তা ইত্যাদি
- পাওয়া যাইবে, না তৈয়ার করিতে হইবে।

৮। কাঁচামাল :

- (ক) কাঁচা মালের বিবরণ.....
- (খ) পরিমাণ (বাৎসরিক).....
- (গ) মোট মূল্য.....

৯। কর্মচারী ও শ্রমিকদের বিবরণ :

- (ক) প্রয়োজনীয় কর্মচারী ও শ্রমিকদের সংখ্যা (আলাদাভাবে দিতে হইবে).....
- (খ) কর্মচারী ও শ্রমিকদের বেতন ও মজুরী বাবদ
বাৎসরিক খরচের পরিমাণ (আলাদাভাবে দিতে হইবে).....

১০। অর্থের যোগান (টাকায়) :

- (ক) নিজস্ব পুঁজি.....
- (খ) স্থানীয় ও বৈদেশিক মূদ্রায় বোর্ডের ঋণ.....
(আলাদাভাবে দিতে হইবে)।
- (গ) অন্যান্য সূত্র হইতে লক্ষ অর্থ (কোথা হইতে পাওয়া যাইবে তাহাও উল্লেখ
করিতে হইবে)।

১১। আবেদনকারীর সম্পত্তি ও দায়ের বিবরণ :

(ক) সম্পত্তি :

স্বাবর সম্পত্তি—

(১) ভূমি :

ভূমির বিবরণ, দাগ নং, খতিয়ান নং, নোজা নং, ইত্যাদি।	ভূমির পরিমাণ।	আনুমানিক বাছার মূল্য।	দায়, বন্ধক, ইত্যাদি ধাক্কিলে তাহার বিবরণ।

(২) ইমারত/বাড়ীঘর :

বিবরণ

আনুমানিক মূল্য

(৩) কারখানা :

জমি, সম্পত্তি, ইমারত, যন্ত্রপাতি.....

ইত্যাদির বিবরণ ও উহাদের মূল্য.....

(খ) অস্থাবর বা অস্থায়ী 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 বর্ণিত তথ্য আমার জানামতে সঠিক। এতে কোন তথ্য ইচ্ছাকৃতভাবে বিকৃত করিয়া বর্ণিত হইয়াছে প্রমাণিত হইলে আইনতঃ দায়ী থাকিব।

বোর্ডের বিধি মোতাবেক নির্দিষ্ট শর্তাধীনে মোট.....
টাকার ঋণের জন্য আর্মি আবেদন করিতেছি।

.....
(আবেদনকারীর পূর্ণ স্বাক্ষর ও তারিখ)।

SCHEDULE B

[See rule 10]

CREDIT AGREEMENT

This DEED of AGREEMENT is made at.....this
..... day of19....

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.

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 accommodation to the BORROWER(S) by providing and/or advancing to the BORROWER(S) by

 a sum of
 upon 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.....hereto 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 mentioned and in accordance with the procedures prescribed from time to time by the BOARD, the BORROWER(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 BORROWER(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;
- (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;
- (iii) Interest by way of liquidated damages at the rate of.....in the event 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 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 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 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 BORROWER(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, 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 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 presence of: For and on behalf of the:

1.

1.

2.

2.

(Vide
Dated)

*Directors/Administrator/Partners
Proprietor.*

For and on behalf of the
Off-shore Islands Development
Board.

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;”;

- (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).