



# ORISSA STATE FINANCIAL CORPORATION

INCORPORATED UNDER STATE FINANCIAL CORPORATIONS ACT, 1951 (NO. LXII OF 1951)  
(HEAD OFFICE - O.M.P. SQUARE, CUTTACK - 753 003)

TELEGRAM FINCOR/ISSA  
TELEX 0676-029  
FAX 0671-30644  
P.A.D. 21122, 21123  
21172, 21173

BALASORE BRANCH

NO. 855 / SLS / REC / 320 / 95-96

04.2 / 05.96

To  
M/s. Krishi Rasayan (P) Ltd.  
At/P.O:-M. Itapur, Dist:-Bhadrak.

By Registered with A.R.

Subj:- Recall of loan under Section-20 of SFCs Act, 1951.

Dear Sir,

Whereas the loans and advances were sanctioned and disbursed to you as detailed below,

Particulars of loans & Adv.	Sanction order No.	amt. sanc- tioned	amt. disb. ursed	Date of last disb	Rate of Interest
Term loan	7.4.93	52,15,000/-	29,47,450.00	25.1.95	19.75%+2%PI

2. Whereas you had executed the agreements on various dates containing the terms and conditions for availing the above loans / advances.

3. Whereas you have defaulted in the payments of interest and other charges and in the repayments of principal on dt. 31.12.95 as given below and thereby you violated the terms and conditions.

Particulars of loans	Principal outstanding	Details of default		
		Principal	Interest	Total
Term loan	29,47,450.00	5,00,000.00	6,01,938.15	11,01,938.15

\*(Amounts are subject to reconciliation of account)

4. Whereas you have not submitted the following reports/returns regarding your operational aspect of your unit.

## Particulars

1. Balance sheet
2. Profit and loss account.
3. Monthly Cash Flow statements.

5. Whereas you have also violated the agreements of OSFC with regard to repayment of dues of the Corporation.

6. It is, therefore, abundantly clear that you have no intention to pay our dues on account of the loans and advances availed from us. Under the circumstances, we have no alternative but to recall our all the loans and advances and request you to clear the entire outstandings of our loans and advances by 5.4.96. In case, you do not clear our entire outstandings of loans and advances by this date, we shall be compelled to take action, as deemed proper, under Section-29 of SFC's Act, 1951.

BRANCH MANAGER

cont. P. 2/

ORISSA STATE FINANCIAL CORPORATION,  
BALASORE BRANCH, PITHUANPADA, BALASORE.

NO. O.F.C./BLS/ACCT./ 2432/19

To

..... Mr. Kaishi R. Sanyal, Cuttack.

..... Sana maita pur. Ranital

..... Pithuanpada, Balasore.

Dt. 30.12.75

BOOK POST



S. L. B. Half yearly interest notice for the half year ending June/December '1975-

Dear Sir,

You are hereby advised to remit a sum of Rs. 6,01,938.15 towards interest as detailed below for the half year ending June/December, 1995. The amount is to be deposited in the office of the Corporation on or before 30.06.9 / 31.12.95, failing which comp-ount interest/penalty will be charged.

	Arrear	Current	Total
a) Interest on Term loan :	2,85,173.15	3,16,765.00	6,01,938.15
Interest on Seed loan :			
Interest on Soft loan :			
b) Guarantee Commission Accd. on C.G.C.I.			
c) Others :			

Grand Total : 6,01,938.15  
Penalty 1  
Amount payable 6,01,938.15

Yours faithfully,

*[Signature]*  
BRANCH MANAGER  
Dt.

MEMO NO. O.F.C./BLS/ACCTS/

Copy communicated to the D.C.M. (Accts), O.F.C., Cuttack-3// J.G.M. (A.M.), J.F.C., Cuttack-10 for information and necessary action.

BRANCH MANAGER

N.B: Please note that it is not obligatory on the part of the Corporation to send interest and principal notice. Loaners are expected to know the dates and amount of the half yearly interest and instalments of principal as per the agreement entered into between the loaner and the Corporation and made the payments accordingly.

5

-2-

Memo No. 95-96Dt. 03.96

Copy communicated the information and necessary action to;

1. J. G. M. (FDM), OSFC, I. E. Madhupatna, Cuttack-10
2. Regional Manager, OSFC, Balasore Region, Balasore.
3. Chief Manager, SBI, At/PO/Dist- Bha drak
4. Sri Atal Churawal, FMC Fortuna, 234/ 3A, AJC Bose Road, Calcutta - 7000 20
5. Sri V. K. Churawal, FMC Fortuna, 234/ 3A, AJC Bose Road, Calcutta- 7000 20

  
BRANCH MANAGER

ORISSA STATE FINANCIAL CORPORATION  
BALASORE BRANCH, BALASORE-756001

No. OSFC/BLS/ACCTS/ 689/9

Book Post Dt. 14.7.95

To

Mr. Kishori Redayan W. 100  
Sardarhatpur, Ba-Rashtal  
Balagada



Sub: Half yearly interest notice for the  
half year ending June/December '95

Dear Sir,

You are hereby advised to remit a sum of Rs. 2,85,173-15  
towards interest as detailed below for the half year ending June/  
December. The amount is to be deposited in the office of the  
Corporation on or before.

	<u>Arrear</u>	<u>Current</u>	<u>Total</u>
A. Interest on term Term loan	<u>16,772-15</u>	<u>2,68,400-00</u>	<u>2,85,173-15</u>
Interest on Additional Term loan			
Interest on Soft/Seed loan			
B. Others			
		<u>Total</u>	<u>Rs. 2,85,173-15</u>
		<u>Penalty</u>	<u>Rs.</u>
		<u>Amount payable</u>	<u>Rs. 2,85,173-15</u>

Yours faithfully,

BRANCH MANAGER

S.O.E.

N.B:- Please note that it is not obligatory on the part of the Corporation to send interest and principal notice. Loanes are expected to know dates and amount of the half yearly interest and instalment of principal as per the agreement entered into between the loanes and the Corporation and make the payments accordingly.

ODISSA STATE FINANCIAL CORPORATION  
OMP SQUARE : CUTTACK -3.

REFINANCE DEPARTMENT

/93-94

Dt. 5.6.93

NO. OSFC/REF ./

To

M/s. Kriol Raseyan (P) Ltd.,  
C/O Vinaya Ku. Chudhwal,  
At: Maitapur, PO: Ranital,  
Shadrak, Balasore

*S. Pattnaik*

Dear Sir (s),

Re: Sanction of Refinance...

We are pleased to inform you that, the ~~XXXX~~/SIDEI  
Bhutanagar has agreed in principle, to grant a loan of ~~Rs. 39,11,500/-~~  
(Rupees Thirty nine lakhs eleven thousand five hundred ..... only)  
by way of refinance in its letter ~~XXXXXX~~/SIDEI (Bhu) No. 492  
NF. K -41302070 dated 18.5.93 against the Term loan/  
~~XXXXXX~~ of ~~Rs. 52,15,000/-~~ sanctioned in your favour by the  
Corporation in its letter No. 195 dt 7.4.93

The sanction of refinance however, is subject to  
following conditions :-

1. The loan sanctioned should be availed on or before  
17.5.95 failing which undrawn amount will be  
treated as lapsed.
2. The rate of interest on refinance will be 16%  
p.a. with a ceiling of 12.75% (inclusive of 0.75%  
p.a. interest tax) on the lending rate of the Corporation  
for the entire loan sanctioned, effective from the date  
of sanction of refinance. However, ~~XXXXXX~~/SIDEI shall have  
right to revise the interest payable on refinance at such  
other rate as may be fixed by it from time to time and  
consequently the Corporation on its entire loan.
3. The Unit shall furnish copies of annual reports and  
statements of accounts of the unit/Company which may be  
required during the currency of the loan.
4. The Company/Unit and/or promoter/group shall confirm  
to the Corporation that, it is not in default to  
financial institutions /banks.
5. Concessional assistance will be extended provided the  
schemes of incentives to the industrial units located  
in backward areas is extended or reformulated and as per  
the revised policy and parameters. It would be advisable  
to consider alternative arrangements in the event of  
the project not being eligible for the Central subsidy  
as envisaged in the financing pattern.

*Dir 5/0  
19/6/93*

285

- (a) The normal rate of interest shall be @ 19.75% p.a. inclusive of interest tax calculated with half yearly rests on 30th June and 31st December each year and payable within 5 days thereafter in the succeeding month. Penal interest @ 2% shall be charged on the defaulted instalments of the principal for the period of default.
  - (b) Compound interest @ 21.75% p.a. including penal interest of 2% and interest tax of 0.75% will be charged on the defaulted interest for the period of default and shall be calculated and payable as stated in clause 4 (a) above.
  - (c) Credit guarantee fee or PSF @ 1.5% p.a. will be paid by the borrower half yearly. Non payment within the due date will carry an interest @ 19% p.a.
  - (d) Any payment received from the party will be appropriated towards interest tax credit guarantee fee and other collectible dues, insurance premium paid on mortgaged/hypothecated assets, interest accrued on outstanding instalments of principal and principal outstanding in that order.
  - (e) The Corporation reserves the right for upward revision of interest rate as and when required during the currency of the loan. To that effect the promoter shall furnish an undertaking in a Non-judicial stamp paper while signing the loan agreement of the proposed loan.
5. The mortgaged/hypothecated assets shall be insured comprehensively against all risks to be approved by the Corporation in the joint names of the party and the Corporation.
  6. Disbursement with regard to purchase of machinery shall be made against consignment documents (viz. Bills, Vouchers, money receipt, freight receipt etc.). With regard to building, disbursement shall be made depending on the progress of construction.
  7. Firm arrangement with regard to availability of power and raw materials etc. should be made prior to disbursement of loan.
  8. The party should have to satisfy the OSFC that the machinery is purchased from suppliers and on terms and conditions approved by the OSFC. The party should get approval of the Corporation before placement of order for machinery.
  9. The party should satisfy the OSFC that all the consents/approvals etc. as an prerequisite for the scheme have been obtained from appropriate authorities and are effective and in force.
  10. The sanction of term loan is subject to sanction of refinance by SIFCI/IDBI and also subject to any conditions which may be stipulated by them while sanctioning refinance against the term loan.
  11. In case any enquiry is initiated by the Govt. against the unit/promoters/Company/Directors for economic offences, the loan shall become repayable immediately.
  12. The party has to fix a date in the premises of assisted unit with the marks "Assisted by OSFC" and "Hypothecated to OSFC" prior to disbursement.



281  
BOARD CONDITIONS FOR PVT. LTD. CO.

1. The building plan should be approved by the Municipal and town planning authority wherever applicable before registration of agreement.
2. Short term loan if any, shall not be paid without the prior approval of the Corporation.
3. The selling arrangements, the appointment/re-appointment of the sole selling agents/ distributors and the terms of their appointment as well as any change in terms of the present agents shall be subject to the prior approval of the OSFC.
4. The unit should be registered with the Director of Industries in case of a small scale industry. The medium authorities concerning the industry.
5. Agreement, between the concern and the consultant/collaborator made/proposed to be made should be got approval by the Corporation prior to execution of loan agreement.
6. All the senior technical and executive personnel should be appointed in the consultation with the OSFC.
7. The Corporation reserves the right to appoint its nominee on the Board of the Directors of the Company.
8. The M.D. of the Co. should be appointed with prior permission of the Corporation.
9. The Co. will not declare any dividend without the prior permission of the Corporation.
10. All the promoter directors should give their personal guarantee for repayment of principal and payment of other dues of the Corporation.
11. The future composition of the Board of the Company will be subject to approval of the OSFC.
12. So long as any portion of the OSFC's loan remain outstanding the Company shall not, without prior approval of the OSFC,
  - a) Make an inter-corporate investment and/or raise or make any loan by way of deposit or otherwise.
  - b) Undertake any new project or expansion/diversification of its existing and proposed plant.
13. In case any of the participating institutions agreeing to grant loan assistance imposes any restrictive condition on the Co. such of these stipulations as may be considered appropriate by the OSFC shall be deemed to apply to the Co. vis-a-vis the assistance from OSFC.
14. No shares of the Co. shall be transferred without prior permission of the Corporation.
15. The Corporation reserves the right to convert a part of entire loan into the shares in the Co.
16. The Co. should have its registered office in the State of Orissa.
17. The management set up of the Co. including the appointments/re-appointments of the M.D.(s) and other Chief Executives and the terms of such appointments/re-appointments or any change there in shall be subject to the prior approval of the OSFC.
18. The Co. shall appoint a Financial Director/Controller & strengthen its technical & commercial staff to the satisfaction of the OSFC.
19. No unsecured loan shall be raised by the concern without the prior written consent of the Corporation & such loan