GOVERNMENT OF ODISHA
FINANCE DEPARTMENT
***

No. 6940/F., dt. 20.03.2015
FIN-COD-RULE-0008/2014

OFFICE MEMORANDUM

Sub: Sanction of Loans and Advances, Maintenance of accounts thereof and submission of Utilization Certificate.

1. The details guideline regarding sanction of loans and advances, repayment of the same and payment of interest thereon etc. are contained in the Chapter 13 under the Rules 200 to 214 of the OGFR. However, these rules are required to be modified so as to compile information relating to Loans and Advances made by the State Government in accordance with Indian Government Accounting Standard-3 (IGAS-3) and its incorporation in Finance Accounts of the State Government. Accordingly, pending revision of OGFR, the following guidelines are issued for compilation of information relating to Loans and Advances made by the State Government.

2. MODELSANCTION ORDER

In order that Administrative Departments, Controlling Officers and Drawing Disbursing Officers are in a position to furnish the required information asked for by Finance Department and Accountant General for incorporation in Finance Accounts, it is necessary that the relevant information should be collected right from the stage of sanction. Accordingly, the standard form for sanction of loan has been prescribed in Schedule–1 (including its enclosure vide Annexure-1 consisting of Part-A, B, C & D). The account heads for principal repayment and interest payment are different. The loan sanction order should invariably contain the head of account in which interest is to be paid and the head of account in which the principal repayment is made. It is further clarified that in case loan to Government Servant interest is paid after the principal is repaid, but in case of loans and advances sanctioned in favour of Public Sector Undertakings, Co-operatives, Local Bodies etc, the interest dues is to be realized first and then the principal repayment is received since the first charge on debt service charges is the interest component.

3. Agreement and other documentation:

(i) In the case of loans to parties other than wholly owned Government Companies/Corporations, a loan agreement/bond (vide Annexure-II) specifying all the terms and conditions shall be executed. A clause shall invariably be inserted in all such agreements enabling Government at any time to call for accounts of the applicant relating to any accounting year with power to depute an officer specially authorized for this purpose to inspect the applicant’s books, if necessary. Similarly, there should be another clause specifying therein that it will also be open for the State Government to cause audit of the books of accounts of such loanee entities in respect of the loan sanctioned by the State Government and proper utilization thereof.

(ii) A written undertaking (vide Annexure-III) should be obtained from a wholly Government-owned company/corporation to the effect that the fixed assets of the company/corporation shall not be hypothecated without prior approval of the Government.
No stamp duty need be paid on these written undertakings. The sanction should specifically state that such an undertaking would be obtained from the loanee before the drawal of the amount of loan and a certificate to the effect that the undertaking has been obtained should be recorded by the Drawing Officer of the office of the sanctioning authority in the bill for drawal of the amount of loan. The sanction order in respect of loans to other organizations, where a formal agreement is required to be executed, will also be issued in the same manner containing the same conditions as applicable to Government-owned company/corporation stipulated above.

(iii) Loans to parties other than wholly owned Government Companies/corporations and Local Administration shall be sanctioned only against adequate security. The security to be taken shall ordinarily be at least thirty-three and one-third per cent more than the amount of the loan. However, a competent authority may accept security of less value for adequate reasons to be recorded in writing.

(iv) The sanctioning authority / Drawing Disbursing Officer shall not draw the loan until the loan agreement/bond in case of loanees referred to in Para- 3 (i) vide Annexure – II and written undertaking in case of loanees referred to in Para- 3 (ii) vide Annexure-III is received from the concerned loanees.

4. ACCOUNTING PROCEDURE FOR SANCTION OF LOANS AND REPAYMENT

(1) Head of Account for drawal of loan

Loans sanctioned by the Administrative Department or Heads of Department are to be debited to the concerned functional Major Head of Account under the Sector ‘F’. Loans and Advances in the List of Major Heads and Minor Heads. For example loans sanctioned for Village and Small Industries shall be debited to the Major Head 6851-Loans for Village and Small Industries’ under the Demand for Grant i.e. Grant No.40 Micro, Small and Medium Enterprises Department with full accounts classification- Demand No. 40-'F’ Loans and Advances-6851- Loans for Village and Small Industries’ –State Plan –State Sector –Loans to Public Sector and other Undertakings -2332 –Loans to State PSUs for small Industries – 48033 –Loans to Odisha Small Industries Corporation – voted.

(2) Head of Account for Repayment of Principal

The Balances of the Loan and Advances relating the Major Heads under the Sector ‘F’. Loans and Advances are carried forward from year to year. The loans advanced and repayments are accounted for under the same Major Head as Advanced during the year on the expenditure side. The closing balance of the year is carried forward to the next financial year. For example, taking particular sanction of loan cited in 4(1), the repayment of the same loan will be accounted for under Demand No. 40-'F’ Loans and Advances-6851- Loans for Village and Small Industries’ – State Plan – State Sector – Loans to Public Sector and other Undertakings -2332 –Loans to State PSUs for small Industries – 48033 – Loans to Odisha Small Industries Corporation.

(3) Head of Account for payment of Interest

Payment of interest on all type of loan shall be credited to the Major Head “0049-Interest Receipts”.

-2-
(For example the interest payment on House Building Advance is to be credited to -

0049-Interest Receipts-04-Interest Receipts of State/Union Territory Governments-
800-Other Receipts-0060-Interest Receipts - 10019-Interest on Loans and Advances to
Govt. Servants-076- House Building Advance)

5. Date from which the interest is to be calculated:

The date of drawal of a loan by the borrower will be date on which he received cash, cheque or bank draft from the Drawing and Disbursing Officer. It should be ensured that the time lag between the date of obtaining the cash/ cheque/ bank draft and its disbursement/ delivery/ dispatch to the payee is reduced to the minimum. Where the cheque or bank draft is sent through post, the date of posting should be treated as the date of disbursement of the loan. Disbursement of the loan may preferably be made electronically to the bank account of the borrowing organization/ borrower so as to minimize the time lag between the date of drawal of the loan and its actual disbursement to the payee. The Drawing and Disbursing Officer should invariably intimate the date of payment to the Accountant General (A&E), Odisha to enable the latter to make a suitable note in his records.

6. Close watch on timely repayment of loans and recovery of interest thereon;

(i) Departments are required to keep close watch on timely repayments of loans advanced by them and recovery of interest thereon. Notice is to be given to the borrowers a month in advance of the due date of payment of instalment of the principal and/ or interest thereon. The borrower should not however be given any advantage in the event of non-receipt of such a notice. Demand notice for repayment of loan and payment of interest thereon and reminder “if required” would be issued as prescribed vide Annexure-IV and V respectively.

(ii) Repayments/ interest payments due from the loanees should also be reviewed at least quarterly and where any default has occurred, a fresh notice should be served on the borrower to arrange payment with penal/higher rate of interest.

7. Accountability - Proper maintenance of Registers & timely furnishing of returns

The Drawing and Disbursing Officers, Sanctioning Authorities, Controlling Officers and Administrative Departments are required to ensure proper maintenance Registers and furnishing of returns in time. The department of government/sanctioning authority shall maintain the loan register in the proforma given in Annexure – VI.

8. Accounts and Control:

(1) Subject to the general or specific instructions of the Comptroller and Auditor General, detailed accounts of individual loans and advances i.e. long term loans and advances to Government Servants like House Building Advance, Advance for purchase of Motor Conveyances, advance for purchase of Computer etc. shall be maintained by the Accountant-General, who shall also watch compliance of the conditions of sanction and recovery.

(2) The accounts of short term advances such as bi-cycles, trade-deposit, festivals, flood and cyclone and Revenue and Departmental advance referred to under Subsidiary Rules 505 and 509 of the Odisha Treasury Code, shall be maintained by Departmental
authorities, namely, Drawing and Disbursing Officers and Controlling Officers, who shall watch their recovery.

(3) The detailed accounts of loans and advances including Ways & Means advances granted to Statutory Corporations, Government Companies, Corporations, Local Bodies, Autonomous Bodies, Co-operative Banks, Co-operative Institutions, Co-operative Societies, Urban Local Bodies, Development Authorities, Quasi-public Bodies, other Non-Government or Private Institutions and individuals shall be maintained by the Drawing & Disbursing Officers and the Controlling Officers as well as Accountant General to watch conditions of sanction and recovery.

(4) It shall also be responsibility of the authorities mentioned in Sub-Para (1), (2) and (3) above to watch repayment, interest payment and review the progress of repayments periodically to avoid delays and irregularities.

(5) Drawing and Disbursing Officers shall furnish to the Accountant-General and the Controlling Officers quarterly and annual returns of loans and advances as indicated below:

<table>
<thead>
<tr>
<th>Types of Loan</th>
<th>Periodicity of return</th>
<th>Authority to whom the return to be furnished</th>
</tr>
</thead>
<tbody>
<tr>
<td>Long term advances to Government servants like House Building Advances, Purchase of Motor Conveyances and Personal Computers etc. referred to in Sub-Para (1)</td>
<td>- Quarterly &amp; Annual returns (In Annexure-VII)</td>
<td>- To the Controlling Officers</td>
</tr>
<tr>
<td></td>
<td>- Annual returns (In Annexure-VII)</td>
<td>- To the Accountant General</td>
</tr>
<tr>
<td>Loans &amp; Advances like Ways and Means Advances, Loans for Capital Expenditure for Working Capital etc. granted to Public and Quasi-Public Bodies as referred to in Sub-Para (3)</td>
<td>- Quarterly returns and Annual returns (In Annexure-VIII)</td>
<td>- To the Controlling Officers</td>
</tr>
<tr>
<td></td>
<td>- Annual returns (In Annexure-VIII)</td>
<td>- To the Accountant General</td>
</tr>
<tr>
<td>Loans and Advances to individuals as referred to in Sub-Para (3)</td>
<td>- Quarterly returns and Annual returns (In Annexure-IX)</td>
<td>- To the Controlling Officers</td>
</tr>
<tr>
<td></td>
<td>- Annual returns (In Annexure-IX)</td>
<td>- To the Accountant General</td>
</tr>
</tbody>
</table>

9. Submission of Quarterly and Annual Returns by Accountant General and reconciliation by Administrative Department/Controlling Officer:

(1) The Accountant General will submit to Government and Controlling Officers, for review and reconciliation, quarterly and annual statement showing the details of outstanding loans and advances borne on his books under the head “Loans and Advances by State Government” to be submitted in Form No.7 (Annexure-X) and 16 (Annexure –XI) (Statement No.7 and 16 of Finance Accounts) as per the time schedule indicated below.
<table>
<thead>
<tr>
<th>Quarterly/Annual Statement of Loans &amp; Advances given by the State Government</th>
<th>Due date by which Accountant General (A&amp;E) is to submit the statement to the Finance Department/Administrative Department/ Controlling Officer.</th>
<th>Due date by which the Administrative Department/ Controlling Officer are to reconcile the statement received from Accountant General (A&amp;E) with the records maintained at their end.</th>
</tr>
</thead>
<tbody>
<tr>
<td>First quarter ending 30th June</td>
<td>(2) By 10th of August</td>
<td>By end of August</td>
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<tr>
<td>Second quarter ending 30th September</td>
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<td>By end of February</td>
</tr>
<tr>
<td>Fourth quarter ending 31st March and Annual</td>
<td>By 10th of May of the next financial year</td>
<td>By end of May of next financial year</td>
</tr>
</tbody>
</table>

10. Submission of Utilisation Certificate, Reports, Statements etc.:

(1) Submission of Utilisation Certificate to the sanctioning authority and Accountant General in respect of the loans is required in Annexure-XII only in respect of those loans sanctioned for specific purpose where-in the sanction order stipulates submission of such Utilisation Certificate. In the absence of such specific stipulation for submission of Utilisation Certificate, submission of Utilisation Certificate is not necessary. Further, in respect of loans sanctioned for general purpose no Utilisation Certificate is necessary.

(2) Notwithstanding the stipulations indicated in Sub-Para (1), the sanctioning authority may insist Utilisation Certificate in respect of any types of loans earlier sanctioned before releasing further fund to ensure proper accountability for the funds earlier released.

(3) The due dates for submission of the Utilization Certificates should be specified in the letter of sanction for loan. The target date as specified should be rigidly enforced and extension should only be allowed in very exceptional circumstances in consultation with the Finance Department under intimation to the Audit Officer and/or the Accountant General, as the case may be. No further loan should be sanctioned unless the sanctioning authorities are satisfied about the proper utilization of the earlier loan sanctioned to an Institution, etc.

11. Submission of Audited Statement of Expenditure only when specifically stipulated in the loan sanction order:

(1) While sanctioning Central assistance in the shape of grant or loan, the concerned Ministry/Department of Government of India stipulates submission of Audited Statement of Expenditure based on which further release of Central assistance is regulated. It is, therefore, very crucial that the expenditure covering the Central Assistance as well as the State share of expenditure, if any, are correctly booked under the proper Head of Account. It is also equally important that the expenditure incurred is timely reconciled with the accounts maintained by Accountant General, so that there is no difficulty on the part of Accountant General to issue Audited Statements of Expenditure in time for facilitating release of Central assistance.
Improper maintenance of accounts and negligence in reconciliation of expenditure in time/periodically will cause loss of Central assistance to the State Government.

(2) The various steps involved in submission of Audited Statement of Expenditure / Audit Certificate are outlined below:

i) The State Government is required to furnish to the Accountant General the statement of expenditure relating to particular scheme(s) according to major, minor and detailed head of account. The statement so furnished would take into account the reconciled figures at the end of the financial year, so that the figures in the statement would agree with that in Finance/Appropriation Accounts.

ii) According to revised classification, the minor heads represent programmes and sub-heads schemes. Finance Account and Budget Actuals exhibit the break-up of expenditure under three categories - State Plan, Central Schemes, Centrally sponsored Schemes. In such a case a separate statement of expenditure can be prepared sub-head-wise according to these category of each scheme.

iii) In case where the expenditure is not identifiable, the statement of expenditure may be furnished according to the Finance Account and Budget Actuals to the extent it is available. A.G has to depend on the figures of expenditure available in the Finance Account and the Budget Actuals. In order to obviate such eventualities, it is to be ensured by the concerned Administrative Department and Finance Department that the budget provision is made for each scheme under a distinct sub-head.

iv) Where the expenditure is identifiable scheme wise, there is no difficulty in verifying the statement of expenditure by the Accountant General (A&E) and then issue of audit certificate by Accountant General (Audit). Where the expenditure is not identifiable, the verification of statement of expenditure vis-à-vis issue of audit certificate by the Accountant General (A&E/Audit) is conducted on the basis of information available in the Finance Account and the Budget Actuals. In such a case, Ministry of Finance/concerned line Ministry/Department of Government of India may call for such further information from the State Government as may be necessary for final adjustments of central assistance.

v) Loans and grants given to the local bodies and autonomous bodies will be treated as final expenditure for the purpose of computation of plan expenditure for adjustment of plan assistance.

vi) In cases where the Accountant General is able to relate the amounts held under objection for want of Detailed Contingent (D.C.) Bills/Utilization Certificate, these may be excluded from the figures of audited expenditure while furnishing the certificate. In order to ensure that such exclusion is not warranted, submission of DC Bills against the AC bills is strictly enforced as provided under Subsidiary Rule 261 of Odisha Treasury Code (i.e. 3 months for works and relief expenditure and one month for all other expenditures).

vii) In cases where the Accountant General is not able to identify the particulars of individual schemes or category of schemes to which the objections relate, they should qualify the certificate to indicate that scheme wise break-up of amounts held under objection was not available and was being obtained from the Departmental Officers.

viii) The above procedure would ensure that the Accountant General would certify the figure of expenditure on the State Plans/Central Plan Schemes wherever they are available and wherever they are not available they would furnish a certificate of expenditure under these heads separately based on the facts available with them.
ix) According to the existing arrangement decided in consultation with the Accountant General, the Heads of Department/Departments concerned should initiate preparation of statement of expenditure on the plan schemes on which audit certificate is required to be issued. These statements of expenditure which would be based on the actuals in the Finance Account/Budget Actuals are forwarded to Accountant General (A&F) through the Finance Department. The Accountant General (A&F) after proper verification with reference to the accounts-records maintained in his office, forwards the verified statement of expenditure to the Accountant General (Audit) to enable him to issue audit certificate.

The provisions/guidelines incorporated in the Office Memorandum shall come into force from the date of issue and the existing provisions of Odisha General Financial Rules shall stand modified to this extent.

By order of Governor

Additional Chief Secretary to Government

Memo No 6941/F., Dated - 20.03.2015

Coy forwarded to the Secretary to Governor/Principal Secretary to Chief Minister/Private Secretary to all Ministers and Ministers of State/Accountant General (G&SSA), Odisha, Bhubaneswar/Accountant General (E&RSA), Odisha, Bhubaneswar/Accountant General (A&E), Odisha, Bhubaneswar/Deputy Accountant General (Works) Odisha, Puri/all Departments of Government/all Heads of Departments/all Public Sector Undertakings/all Financial Advisors/all Assistant Financial Advisors/Director, Madhusudan Das Regional Academy of Financial Management, Chandrasekharpur, Bhubaneswar/Director, Gopabandhu Academy of Administration, Bhubaneswar for information.

Deputy Secretary to Government

Memo No 6942/F., Dated - 20.03.2015

Coy forwarded to P.S. to Additional Chief Secretary, Finance/P.S. to all Special Secretaries/P.S. to all Additional Secretaries/all Officers/all Branches of Finance Department/Guard File(10 copies) for information and necessary action.

Deputy Secretary to Government

Memo No 6943/F., Dated - 20.03.2015

Coy forwarded to the Head Portal Group, Secretariat, Odisha for information and necessary action. It is requested to hoist this Office Memorandum in the website (www.odisha.gov.in/finance) of Finance Department for general information.

Deputy Secretary to Government
SCHEDULE-I

FORM OF LOAN SANCTION ORDER

Government of Odisha

______________________ Department

1. Sanction Order No.,________
   Date ______________________
   (with File No.)

2. Sl. No. of Loan Register
   maintained by the Sanctioning
   Authority ____________________

***

From

(Sanctioning Authority Name, Designation and Address)

To

(Loanee Equity/Organisation/Branches)

Sub: Sanction of Loan to ________________________________

Sir,

I am directed to convey the sanction of the Governor to the payment of loan of

₹________ (Rupees __________________________) to______________________________

2. The essential details are given in the enclosed Annexure-I (Part-A, B, C & D) to this letter.

3. (Conditions on fulfillment of which loan is to be sanctioned as given in OGFR and
   various instructions issued by Finance Department are to be inserted, if necessary. Loan
   should always be sanctioned against adequate security provided that competent authority
   may accept security of less value for adequate reasons to be recorded).

4. This sanction has been accorded in accordance with the prior consent of the Finance
   Department and the rate of interest on the loan and period of repayment thereof has been
   fixed in accordance with the existing instructions issued by Finance Department.

5. The sanctioning authority/DDO shall not draw the loan until the loan agreement/
   Bond in case of loans to parties other than wholly government companies / corporations vide
   Annexure-II and in case of wholly government owned companies / corporations vide
   Annexure – III is received from the concerned loanee.

6. The Departments of Government/Sanctioning authority shall maintain the Loan
   Register. (The format of the Register is enclosed at Annexure-VI).

7. The Quarterly / Annual Return on Loans and Advances are to be furnished to the
   Administrative Department, Sanctioning Authority and Accountant General (A&E) in forms at
   Annexure-VII, VIII & IX as the case may be and the reconciliation of the statement of loans
   and advances received from the Accountant General is also to be carried out as per the time
   schedule given below.
<table>
<thead>
<tr>
<th>Quarterly/Annual Statement of Loans and Advances given by the State Government</th>
<th>Due date by which Accountant General (A&amp;E) is to submit the statement to the Finance Department/ Administrative Department/ Controlling Officer.</th>
<th>Due date by which the Administrative Department/ Controlling Officer are to reconcile the statement received from AG (A&amp;E) with the records maintained at their end.</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>(1)</strong></td>
<td><strong>(2)</strong></td>
<td><strong>(3)</strong></td>
</tr>
<tr>
<td>First quarter ending 30th June</td>
<td>By 10th of August</td>
<td>By end of August</td>
</tr>
<tr>
<td>Second quarter ending 30th September</td>
<td>By 10th of November</td>
<td>By end of November</td>
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<tr>
<td>Third quarter ending 31st December</td>
<td>By 10th of February</td>
<td>By end of February</td>
</tr>
<tr>
<td>Fourth quarter ending 31st March and Annual</td>
<td>By 10th of May of the next financial year</td>
<td>By end of May of next financial year</td>
</tr>
</tbody>
</table>

Yours faithfully,

**Sanctioning Authority**

Memo No.__________/F., Date _______

Copy with a copy of the Annexure-I (Part-A, B, C & D) forwarded to the Accountant General, Odisha / Finance (C&I) Department / Director, Treasuries & Inspection, Odisha / District Treasury / Special Treasury / Sub-Treasury,_______ for information and necessary action.

**Sanctioning Authority**
ANNEXURE-I  
(Vide Para-2)  
PART-A  

<p>| | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Name of the Borrower :</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Amount Sanctioned (in words and figure) : ₹</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Sanction valid upto :</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Purpose of the Loan :</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Payable in Cash or by adjustment :</td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Plan / Non Plan :</td>
<td>(in the case of Plan, Category of Plan - SP, CP &amp; CSP)</td>
</tr>
<tr>
<td>7</td>
<td>Loanee Group / Sector :</td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>Grant, Major, Sub-Major, Minor and Sub-Head etc. under which amount sanctioned is debitable :</td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>Progressive amount of outstanding loan against the borrower to date including this sanction :</td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>Progressive amount of loan sanctioned during the financial year :</td>
<td></td>
</tr>
<tr>
<td>11</td>
<td>Period of Loan :</td>
<td></td>
</tr>
<tr>
<td>12</td>
<td>Moratorium towards repayment, if any, :</td>
<td></td>
</tr>
<tr>
<td>13</td>
<td>Date and Year from which repayment to commence :</td>
<td></td>
</tr>
<tr>
<td>14</td>
<td>Mode of repayment :</td>
<td></td>
</tr>
<tr>
<td>15</td>
<td>Rate of interest :</td>
<td></td>
</tr>
</tbody>
</table>

**I) For loan to public sector enterprises**

- a) Normal Rate : |
- b) Penal rate of interest in event of default in repayment / interest payment : |
- c) Mode of repayment of Principal & Interest : |

**II) For parties other than Public Sector Undertakings**

- a) Normal Rate : |
- b) Penal rate of interest in event of default in repayment / interest payment : |
- c) Mode of repayment of Principal & Interest : |

**Signature**

**Seal of the Sanctioning Authority**
PART-B
(Group/ Sector)

SUMMARY OF THE LOANS AND ADVANCES
(LOANEE GROUP-WISE / SECTOR-WISE)
SEPARATELY

1 Loanee Group / Sector : 
2 Balance on the 1st of April of the current year : 
3 (a) Sanction/disbursement made during the year so far : 
   (b) Present sanction/ disbursement proposed : 
   (c) Total sanctioned/disbursed during the year (a+b) : 
4 Repayment during the year up to the period (till the date of sanction) : 
5 Write-off of the irrecoverable loans and advances during the year so far : 
6 Balance on the date of the sanction (2+3c) - (4+5) : 
7 Net increase/decrease during the year so far (2-6) : 
8 Interest payment in arrears : 
9 Remarks : 

Signature

(Seal of the Sanctioning Authority)
PART-C

(Summary of repayment in arrears from loanee entities)

1. Loanee Entity: 
2. Amount of arrears as on March 31st (Loan-wise & Scheme-wise): 
   (a) Principal: 
   (b) Interest: 
   (c) Total: 
3. Earliest period to which arrears relate: 
4. Total loan outstanding against the entity on March 31st: 

Signature

(Seal of the Sanctioning Authority)
PART-D

Fresh loans and advances during the year to the loanee entities from whom repayment of earlier loans are in arrears

1 Name of the loanee entity : 
2 Loans disbursed during the current year
   (a) Rate of interest : 
   (b) Principal : 
3 Amount of arrears as on March 31st (Loan-wise & Scheme-wise)
   (a) Principal : 
   (b) Interest : 
   (c) Total : 
4 Earliest period to which arrears relate : 
5 Reason for disbursement during the current year : 

Signature

(Seal of the Sanctioning Authority)
ANNEXURE-II
[Vide Para-3(i)]

Form of Loan Agreement / Bond to be executed by the Parties other than wholly
owned Government Companies / Corporations before Drawal of a Loan.

THIS Bond is made this

BETWEEN THE Governor of Odisha (herein after called the Government) of the one part
AND ______________ registered under the __________________ having its business
in the State of Odisha (herein after called the “Loanee” which expression shall unless excluded by the
context shall include its successors and assigns) of the other part.

Whereas

(1) The loanee applied to the Government for a loan of ______________
________________ only for the purpose of ________________________________

(2) Government has agreed to advance the said loan of ______________
________________ only to the loanee in one instalment on the terms and condition
laid down in the sanction order No._______ dated _______ (Annexed) of the Government of
Odisha which is deemed to be a part of this bond.

NOW THIS BOND witnesses and it is hereby agreed and declared as follows:-

2. (i) For consideration of aforesaid the loanee hereby covenant with the Government to repay
the said sum of ______________ only or as per the sanction order together with interest
at the rate of ______________ per annum on the principal amount.

(ii) In case of default in the repayment of principal and interest as aforesaid, the loanee shall be
liable to pay interest @ _________ per annum. The loanee hereby agrees that in the loan
advanced hereby shall be used by him only for the purpose for which the aforesaid amount has
been lent and for no other purpose whatsoever.

3. The loanee further agrees to afford all reasonable facilities to the Government or their
authorised officers for undertaking inspection of initial accounts, stocks and stores etc. and/or
calling for any information from the loanee for their satisfaction which the loanee shall be bound
to furnish.

4. For the consideration aforesaid and in further pursuance of the aforesaid agreement the loanee,
as security hereby grants and transfers by way of simple mortgage to the Government. All the
unencumbered assets and properties described in the Schedule hereto to the intent that the said
property hereby mortgaged shall remain and be charged by way of simple mortgage as security
for the payment to the Government of the said principal money and interest in accordance with
the covenant herein contained. (The loanee hereby declare that the property described in the
schedule hereto shall henceforth be a security for the and be charged with the payment of the
said sum of __________ only hereinafter agreed to be paid). (The loanee hereby declares that
as security for the repayment of the aforesaid loan with interest the Government shall have
floating charge on the assets and properties of the Company specified in the schedule hereto).

5. If the loanee fails to pay the principal sum hereby secured with interest when the same shall
become payable under the terms of this bond, the Government shall have the power without
intervention of a court to take possession of the said mortgaged property and to sell or concur
with any other person in selling the same or any part thereof either together or in lots and either
by the public auction or by private contract subject to such conditions commencing the title or
evidence of title or any other matters as the Government thinks fit with power to vary any
contract for sale and to buy in or at any auction or to rescind contract for sale and to resell
without being liable for any loss occasioned thereby and to realise the amount due to the
Government from such sale proceeds after defraying necessary expenses properly incurred as
incidental to the sale or any attempted sale and after discharging any pror encumbrance to
which the sale is not made subject. Such power of sale shall not be exercised unless and until
notice in writing requiring payment of money in arrears has been served to the loanee and
default has been made in payment for one month after such service.

6. It is hereby further expressly agreed that without prejudice to the power of sale in enforcement
of rights as mortgage, or charge holder, the Government shall be at their option competent to
recover all dues payable by the loanee under the Odisha Public Demand Recovery Act, 1962.

7. The loanee hereby declare and agrees that he shall not without the written consent of the
Government incumber or alienate or mortgage or charge by way of hypothecation, pledge or
otherwise or create any other incumbrance of any kind whatsoever on any part of its land,
buildings, structures or plant and machinery or any other fixed asset owned and
mortgaged/pledged hereunder.

8. If the loanee fails to repay the loan in accordance with the terms hereof or commits any breach
of the terms and conditions of the bond, Government shall be at liberty to recover the
outstanding dues forthwith by way of adjustment of any assistance to be sanctioned by the State
Government to the borrower in shape of subsidy, loan or share capital, as the case may be.

9. If the loanee fails to repay the loan and its interest, the loanee is hereby debarred from availng
loan in future even if the loan is recovered under clause 8 above.

10. It is hereby further agreed that the stamp duty and registration charges payable on this bond
shall be borne by the Government of Odisha.

IN WITNESS WHEREOF the Secretary to the Government of Odisha in the
Department has for and on behalf of the Governor of Odisha set his hand and affixed the seal of his
office and the common seal of the loanee has been affixed hereto in the manner as provided by law on
the date and year mentioned under respective signatures.

Schedule of properties herein referred to

Signature of the Secretary to Government of Odisha

_________________________ Department for and on behalf of the Governor
of Odisha in presence of:
1. _________________________
2. _________________________

Signed and sealed and delivered by ____________ (Loanee)
above named to Resolution No ______________
Dated ______________.

In the presence of
1. _________________________
2. _________________________
ANNEXURE-III
[Vide Para-3(ii)]

Form of written undertaking to be executed by an Undertaking / Corporation owned wholly by the Government of Orissa before drawal of a loan.

Memorandum of written undertaking given on the ________________ day of ________________ two thousand and _________________. By a Company incorporated under the Indian Companies, act, 1913/ the Companies act 1956 having its registered office ________________ a body corporate/ incorporated under the same name and style by and under ________________ (Act No. ________________ of ________________) having it’s a society registered under the Societies Registration Act (21 of 1960) having its office at ________________ (here-in-after called the Company/ Corporation, which expression shall include its successors and assigns) to the Governor of Orissa (here-in-after called ‘the Governor’ which expression shall include his successors and assigns).

WHEREAS the said Company/ Corporation etc. applied to the Governor for a loan of Rs._________ (Rupees ________________ only).

AND WHEREAS THE Governor has agreed to lend an amount of Rs._________ (Rupees ________________ only) to the said Company/ Corporation, etc., on the terms and conditions prescribed in the Government of Orissa ________________ Department Sanctioned letter/ Office memorandum No ________________ dated ________________ (annexed).

NOW IT IS HEREBY AGREED BY the said Company/ Corporation, etc. that, in consideration of the sum of Rs._________ (Rupees ________________ only) lend by the Governor to it, the Company/ Corporation, etc., hereby agrees in accordance with the said terms and conditions:-

(i) To repay the loan in ____________ Annual equal instalments, the first instalment repayable from the ____________ anniversary of the date of drawal;

(ii) To pay interest at the rate of ________ % per annum on the principal payable on each anniversary; and

(iii) In case of default in the payment of the instalment of the loan in accordance with (i) above, and/ or of interest in accordance with (ii) above, pay interest at penal rate of ________ % per annum on such overdue amount/instalment.
IT IS HEREBY FURTHER AGREED AND DECLARED that the said Company/Corporation, etc., shall not without the written consent of the Governor encumber or alienate, create and mortgage lien or charge by way of hypothecation, pledge otherwise, or create other encumbrances of any kind whatsoever on any part of its land or buildings or/other structures and/or plant and machinery or any other fixed assets owned by them.

AND IT IS HEREBY AGREED that the said principal amount lend by the Governor as aforesaid shall be used by the said Company/Corporation, etc., only for the purpose or purposes for which the aforesaid amount was sanctioned and for no other purpose whatsoever.

IT WITNESS WHEREOF these presents have been executed by the said Company/Corporation the day and year first above written.

Signed for and on behalf of ________________________________

Company/Corporation, etc., by Shri ________________________________

(Name and Designation) in the presence of.

Seal of the Head of
Company/Corporation.

1______________________________

2______________________________
ANNEXURE-IV
[Vide Para-6(i)]

Notice to Borrower about the Due Date for repayment of loan and interest thereon

GOVERNMENT OF ODISHA
__________________________ DEPARTMENT

***

No____________, Dated ____________.

From,
(Senders Name, Designation & Address)

To
(Borrower Name & Address)

Subject: - Repayment of loan and payment of interest thereon.

Dear Sir,

According to the terms of the loan of ₹_________ sanctioned to you, vide the Department Sanction Letter No, dated_________ the annual / half yearly / quarterly repayment instalment and / or interest thereon, detailed below, will become due on__________.

(i) Principal ₹______________
(In words and figures)

(ii) Interest ₹______________
(In words and figures)

2. Please arrange the payment by the due date. It should be noted that the amount of interest has been calculated on the assumption that payment will be arranged promptly; otherwise it will be revised upwards in accordance with the terms of the loan.

3. After deposit of the loan instalment, the following information may kindly be sent to the Department immediately:-

(i) Sanction letter No. & Date with the loan amount sanctioned : _________________________________

(ii) Amount already paid against the above loan up to the previous quarter ending / half yearly ending / year ending: _________________________________

(a) Principal ₹__________ (Rupees____________________)

(b) Interest ₹__________ (Rupees____________________)

(iii) Now the amount due and paid for the quarter ending / half year ending / year ending ____________ (separately for interest and Principal).
(a) Amount now due towards principal ________  Amount paid towards principal ________
(b) Amount now due towards interest ________  Amount paid towards interest ________

(iv) **Balance amount, if any, due:**

(a) Principal:-
(b) Interest:-

Yours faithfully,

Financial Advisor /  
Asst. Financial Advisor
ANNEXURE-V
[Vide Para-6(i)]

Regd. With A.D.

Reminder

To

(Borrower Name and Address)

Subject: - Repayment of loan and payment of Interest thereon.

Sir,

I am to state that the payment of Rs._____________________ and Rs.___________ _________ (as detailed below) representing Principal and interest respectively which fell due on _____________ in respect of loans mentioned there against has not so far been arranged by you.

Loan sanction No. and date

i) Principal –
ii) Interest –

2. Please arrange to deposit the aforesaid amount to the account of the Government of Odisha within 10 days of the issue of this letter, failing which other measures would be initiated.

In case the payment in question has already been made to the Government, particulars of the Cheque/demand draft and the date of deposit at the Treasury may be intimated immediately.

Yours faithfully,

Financial Advisor /
Asst. Financial Advisor
## ANNEXURE-VI
**[Vide Para-7]**

**LOAN REGISTER**
(Separate Folio for each undertaking/Loanee entity/other Loanee)

<table>
<thead>
<tr>
<th>Sl. No</th>
<th>Principal</th>
<th>Interest</th>
<th>G.O No, Date, Date of Drawal</th>
<th>Amount of Loan sanctioned</th>
<th>Progressive Amount of Loan sanctioned including this sanction (2 + 5)</th>
<th>Moratorium Period</th>
<th>Period of Loan/Period of Repayment</th>
<th>Rate of Interest (Normal) / (Penal)</th>
<th>Due Date of Repayment</th>
<th>Date of Repayment</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Principal</td>
<td>Interest</td>
</tr>
</tbody>
</table>
# ANNEXURE-VII
[Vide Para-8(5)]

Quarterly / Annual return on long term loans & advances to Government Servants for the Quarter / Year ________

(Separately for HB/CAR/MOTOR CYCLE/COMPUTER)

## PART-I

<table>
<thead>
<tr>
<th></th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Department of Government</td>
<td>:</td>
</tr>
<tr>
<td>2</td>
<td>Major Head - Minor Head</td>
<td>:</td>
</tr>
<tr>
<td>3</td>
<td>Loan Sanctioning Authority</td>
<td>:</td>
</tr>
<tr>
<td>4</td>
<td>Opening Balance (Amount outstanding as on 31st March of the previous year)</td>
<td>:</td>
</tr>
<tr>
<td>5</td>
<td>Total amount of Loan disbursed during the financial year under report</td>
<td>:</td>
</tr>
<tr>
<td>6</td>
<td><strong>Total</strong> : (4 + 5)</td>
<td>:</td>
</tr>
<tr>
<td>7</td>
<td>Total amount recovered in the financial year under report</td>
<td>:</td>
</tr>
<tr>
<td>8</td>
<td>Write off of irrecoverable loans and advances, if any in the financial year under report</td>
<td>:</td>
</tr>
<tr>
<td>9</td>
<td><strong>Balance outstanding</strong> : [6-(7+8)]</td>
<td>:</td>
</tr>
<tr>
<td>10</td>
<td>Net increase / decrease during the year (4-9)</td>
<td>:</td>
</tr>
<tr>
<td></td>
<td>a) Amount</td>
<td>:</td>
</tr>
<tr>
<td></td>
<td>b) Percentage</td>
<td>:</td>
</tr>
<tr>
<td>11</td>
<td>Interest received and credited to revenue</td>
<td>:</td>
</tr>
<tr>
<td>12</td>
<td>Interest payment in arrears</td>
<td>:</td>
</tr>
</tbody>
</table>

Signature of the Sanctioning Authority
PART-II

(a) Total amount of loans, if any, which should have been fully repaid by the end of the financial year, but has not yet been paid –
   (i) Main causes of default :

   (ii) Whether position of debtors is being reviewed to see if it is still sound.

   (iii) Any special measures taken to expedite recovery.

   (iv) Amount likely to be irrecoverable for which write-off action is being taken.

(b) Special remarks as to whether terms and conditions attached to repayment of loans have been fulfilled in all cases, e.g. repayment of principal and interest regularly on due dates, etc.

(c) Analysis of the outstanding balance (i.e. Col.9 of Part I).

Date ____________________________  Signature of Sanctioning Authority
Place ____________________________
# ANNEXURE-VIII
[Vide Para-8(5)]

Loanee Group-wise Quarterly /Annual return on other loans sanctioned to Public and "Quasi Public bodies for the Quarter / Year ________

## PART-I

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Loanee Group (Statutory Corporation, Govt. Company etc.) : Statutory Corporation</td>
</tr>
<tr>
<td>2</td>
<td>Department of Government :</td>
</tr>
<tr>
<td>3</td>
<td>Major Head - Minor Head (Detailed Head of Account to be mentioned) :</td>
</tr>
<tr>
<td>4</td>
<td>Loan Sanctioning Authority :</td>
</tr>
<tr>
<td>5</td>
<td>Opening Balance (Amount outstanding as on 31st March of the previous year) :</td>
</tr>
<tr>
<td>6</td>
<td>Total amount of Loan disbursed during the financial year under report :</td>
</tr>
<tr>
<td>7</td>
<td>Total - (5+6) :</td>
</tr>
<tr>
<td>8</td>
<td>Total amount recovered in the financial year under report :</td>
</tr>
<tr>
<td>9</td>
<td>Write-off of irrecoverable loans and advances, if any in the financial year under report. :</td>
</tr>
<tr>
<td>10</td>
<td>Balance outstanding [7-(8+9)] :</td>
</tr>
<tr>
<td>11</td>
<td>Net increase / decrease during the year (5-10) :</td>
</tr>
<tr>
<td></td>
<td>a) Amount :</td>
</tr>
<tr>
<td></td>
<td>b) Percentage :</td>
</tr>
<tr>
<td>12</td>
<td>Interest received and credited to Revenue :</td>
</tr>
<tr>
<td>13</td>
<td>Interest payment in arrears :</td>
</tr>
</tbody>
</table>

**Signature of the Sanctioning Authority**
**Loanee Group** - It consists of a group of Loanee entities of similar nature and characteristics such as statutory Corporation, Govt. Companies, Universities / Academic Institutions, Municipalities, Co-operative Societies / Co-operative Banks / Panchayati Raj Institutions etc.

**PART-II**

(a) Total amount of advances, if any which should have been adjusted by the end of the financial year, but has not been done.

(b) The main causes of default and the steps taken to effect adjustment.

(c) General remarks as to whether the terms and conditions attached to repayment or adjustment of the advances have been fulfilled.

(d) Analysis of outstanding balances (i.e. Col.10 of Part-I) showing the year of advances

Date ________________________________

Place ______________________________

Signature of
Sanctioning Authority
## ANNEXURE-IX

[Vide Para-8(5)]

Sector-wise Quarterly /Annual return on other loans sanctioned to Public & Quasi Public Bodies / individuals for the Quarter / Year

<p>| | | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
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</thead>
<tbody>
<tr>
<td>1</td>
<td>Loanee Sector-wise (Economic/Social/General etc.)</td>
<td>:</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Department of Government</td>
<td>:</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Major Head - Minor Head (Detailed Head of Account to be mentioned)</td>
<td>:</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Loan Sanctioning Authority</td>
<td>:</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Opening Balance (Amount outstanding as on 31st March of the previous year)</td>
<td>:</td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Total amount of Loan disbursed during the financial year under report</td>
<td>:</td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Total - (5+6)</td>
<td>:</td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>Total amount recovered in the financial year under report</td>
<td>:</td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>Write-off of irrecoverable loans and advances, if any in the financial under report.</td>
<td>:</td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>Balance outstanding [7-(8+9)]</td>
<td>:</td>
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<tr>
<td>11</td>
<td>Net increase / decrease during the year (5-10)</td>
<td>:</td>
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<tr>
<td>a)</td>
<td>Amount</td>
<td>:</td>
<td></td>
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<tr>
<td>b)</td>
<td>Percentage</td>
<td>:</td>
<td></td>
</tr>
<tr>
<td>12</td>
<td>Interest received and credited to revenue</td>
<td>:</td>
<td></td>
</tr>
<tr>
<td>13</td>
<td>Interest payment in arrears</td>
<td>:</td>
<td></td>
</tr>
</tbody>
</table>

---

**Signature of the Sanctioning Authority**

**Sector** - It consists of a grouping of specific functions or services as per the list of Major and Minor Heads of Account of Union and States e.g. – General Services, Social Services, Economic Services, Loans for Government servants.
## ANNEXURE-X
[Vide Para-9(i)]

(₹ in crore)

### STATEMENT OF LOANS AND ADVANCES GIVEN BY THE GOVERNMENT

<table>
<thead>
<tr>
<th>Sector / Loanee Groups</th>
<th>Balance on 1st April, 2014</th>
<th>Disbursements during the year</th>
<th>Repayments during the year</th>
<th>Loans and Advances written off</th>
<th>Balance on 31st March, 2015</th>
<th>Net increase / decrease during the year</th>
<th>Interest Payment in arrears</th>
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</thead>
<tbody>
<tr>
<td>1</td>
<td>2</td>
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<td>4</td>
<td>5</td>
<td>6</td>
<td>7</td>
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<tr>
<td>General Services</td>
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<tr>
<td>Statutory Corporation</td>
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<tr>
<td>Government Company</td>
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<tr>
<td>Total General Services</td>
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<tr>
<td>Social Services</td>
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<td>University / Academic</td>
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<td>Municipalities /</td>
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<td>Municipal Corporation</td>
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<td>Urban Development</td>
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<td>Total Social Services</td>
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<td>Economic Services</td>
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<td>PRIs</td>
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<td>Statutory Corporation</td>
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<td>Government Company</td>
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<td>Company........</td>
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<td>Total Economic Services</td>
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<td>Government Servant</td>
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<td>Total Govt. Servant</td>
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<td>Loans for Misc. Purpose</td>
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<tr>
<td>Total Loans &amp; Advances</td>
<td></td>
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</tr>
</tbody>
</table>

(Statement No.7 of Finance Accounts)
# ANNEXURE-XI
[Vide Para-9(i)]

**DETAILED STATEMENT ON LOANS AND ADVANCES MADE BY GOVERNMENT**

<table>
<thead>
<tr>
<th>Heads of Account</th>
<th>Balance as on 1st April, 2014</th>
<th>Advance during the year</th>
<th>Total</th>
<th>Repaid during the year</th>
<th>Write off of irrecoverable loans and advances</th>
<th>Balance as on 31st March, 2015</th>
<th>Net increase (+) decrease (-) during the year</th>
<th>Interest received and credited to Revenue</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Amount</td>
<td>Percent</td>
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<td>1</td>
<td>2</td>
<td>3</td>
<td>4</td>
<td>5</td>
<td>6</td>
<td>7</td>
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<td>9</td>
</tr>
<tr>
<td>F-Loans &amp; Advances</td>
<td></td>
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<tr>
<td>(i) Loans for General Services</td>
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<td>Total (i)</td>
<td>Loans for General Services</td>
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<td>(ii) Social Services</td>
<td></td>
<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Total (ii)</td>
<td>Social Services</td>
<td></td>
<td></td>
<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>(iii) Loans for Economic Services</td>
<td></td>
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</tr>
<tr>
<td>Total (iii)</td>
<td>Loans for Economic Services</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>(iv) Loans to Govt. Servant</td>
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<tr>
<td>Total (iv)</td>
<td>Loans to Govt. Servant</td>
<td></td>
<td></td>
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<td></td>
</tr>
<tr>
<td>(v) Misc. General Services</td>
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</tr>
<tr>
<td>Total (v)</td>
<td>Misc. General Services</td>
<td></td>
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<td></td>
</tr>
<tr>
<td>Total F-Loans &amp; Advances</td>
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</tbody>
</table>

(Statement No.16 of Finance Accounts)
ANNEXURE-XII
[Vide Para-10(1)]
Form of Utilisation Certificate

Name of Department ____________________________

1. Certified that a sum of Rs. ___(UC Amount) (Rupees ____________) has been utilized under the scheme ____________ (Scheme Name ____________) by ____________________ out of Loan of Rs. ___ (Rupees ____________) sanctioned by ________________ Department during the financial year ____________ as indicated below in Table-1.

2. Out of Rs. ______ (Rupees ________________) remaining unspent balance of the previous years, a sum of Rs. ____________ (Rupees__________________) has been utilized as indicated below in Table-2.

3. The utilization has been made for the purpose it was sanctioned and that a balance of Rs. ______ (Rupees__________________) remaining unutilized at the end of the year has been surrendered to the Government (vide Challan No. __________ date ____________) / will be carried over to the next year ______/ will be adjusted towards the Grant-in-aid/ Loan payable in the next year______.

Table-1  
Details of Current Year

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Sanction No &amp; Date</th>
<th>Sanctioned Amount</th>
<th>Utilisation Amount</th>
<th>Balance Amount (3-4)</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1)</td>
<td>(2)</td>
<td>(3)</td>
<td>(4)</td>
<td>(5)</td>
<td>(6)</td>
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<tr>
<td>Total</td>
<td></td>
<td></td>
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<td></td>
</tr>
</tbody>
</table>

Table-2  
Details of Previous Years *

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Sanction No &amp; Date</th>
<th>Sanctioned Amount</th>
<th>Unspent balance at the close of previous year_______</th>
<th>Utilisation Amount</th>
<th>Balance [(3+4) - 5]</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1)</td>
<td>(2)</td>
<td>(3)</td>
<td>(4)</td>
<td>(5)</td>
<td>(6)</td>
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<tr>
<td>Total</td>
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</tbody>
</table>

* (The details of the previous are now being given in the current year)

4. Certified that I have satisfied myself that the conditions on which the grants-in-aid/loan was sanctioned have been duly fulfilled and that I have exercised the following checks to see that the money was actually utilized for the purpose for which it was sanctioned.

Kinds of checks exercised

1. 
2. 
3. Signature -
4. Designation -
   Date -

-29-