RAJASTHAN FINANCIAL CORPORATION
(ARRC)

Udyog Bhawan
Tilak Marg
JAIPUR

No.RFC/ARRC/Sale/77/ 2796

Dated : 15.11.2003

CIRCULAR
(ARRC No.78)

Reg: Proforma of terms & conditions of sale / tender and sale letter

Vide PG circular No. 738 dated 7.8.1997 and O&M circular No.460 dated 1.1.1998, proforma of terms & conditions of sale / tender and sale letter respectively were circulated. Owing to subsequent amended guidelines, changes in these formats are considered essential.

Though, filed offices make necessary changes in proforma considering guidelines / circulars issued from time to time, but, in order to having uniformity, these formats have been suitably amended for the purpose of sale made on deferred payment basis. BOs/ ROs may make necessary changes if sale is made on cash down basis.

All concerned are advised to make use of the revised formats in future, as appended herewith.

(Yaduvendra Mathur)
Chairman cum Managing Director

Encl.: As above.

Copy to:
1. All BOs, ROs and SOs.
2. GM(WZ), Jodhpur / DGM(A&I), Ajmer
3. Standard circulation in HO
प्रारम्भ होगी। केवल विचरित कुशलता राशि पर नीतिमार्ग के समय विधान...

8. राज्य सरकार के आदेश नुसार विद्युत पितृसिद्ध कम्पनी, वातावरण का विभाग, यातायात विभाग, मूल्य एवं भ्रष्टाबंधन, श्रम एवं अभियंता की उपोधन विभाग की बनाया राशि की विभागीय वृत्त का नहीं होगी।

9. निर्देशदार को रोके लिए आदेश-पी-आदेश-के संबंधित मामला राशि करनी होगी। इस बनाया राशि की जानकारी संबंधित शाखा प्रवेश के प्रारम्भ का बसा होता है।

10. मूल्य एवं भ्रष्टाबंधन के तौर पर विक्रय तथ्य संबंधी दस्तावेजों का निपटान राजस्थान स्टेट्स एवं राजस्तान एक्ट के ग्रामीणों के अनुसार निर्धारित तद्यम मुक्त करवाकर कराना होगा तथा राजस्तान का ढाय। यह में कई करने होगी जो कि उपर्युक्त विक्रय राशि के अन्तर्गत होंगे।

11. डायरेक्ट एवं मूल्य एवं भ्रष्टाबंधन, कोई पूर्व पृष्ठ प्रदान ना करना लगाते हैं। वह उसे उसे राजस्थान राज्य पूर्व पृष्ठ विभागीय नियम अधिक बढ़ के पूर्व पृष्ठ पृष्ठ करनी होगी।

12. मूल्य की तीज होलू अधिकार केवल हुई अधिक के लिए हस्ताक्षर होगा।

13. विचरित विक्रय के मामले में विशेष यह प्रारंभिक राशि (द्वितीय प्रमेय)

14. केवल विज्ञान के लिए मामले में भ्रष्टाबंधन की संबंधित तथ्यों के वार्षिक तृतीय वार्षिक मामला लगाते हैं के पूर्व करार के पूर्व देनी होगी।
15. यदि केंद्र विक्रम करार का निष्पादन किसी फर्म, साझेदारी या कम्पनी के नाम करवाना चाहिए तो ऐसी अवस्था में अनुमति के लिये केंद्र को फर्म/कम्पनी में अपना हिस्सा 50 प्रतिशत मे उधिक रखना होगा और सभी साझेदारों/निदेशकों की साध के बारे में समस्त वांछित दृष्टिकोण देने होगी।

नोट: मैं/हम नीलामी की तभी शर्त-प्रतियोगिता पद्धति समझ ली हैं और नीलामी की तभी शर्त मूँह/हमें मेंढ़र हैं।

### नीलामी में भाग लेने वाले निदेशकों/व्यक्तियों के नाम एवं हस्ताधिक

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### नीलामी तात्पर्य के सदस्य

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RAJASTHAN FINANCIAL CORPORATION  
H.O. / B.O. ____________________

Dated: __________

Shri _______________________
M/s. _______________________

Dear Sir,

Reg: Approval of sale of assets i.e. _______________________
of M/s _______________________
located at _______________________

With reference to above, we are pleased to inform you that your bid of
Rs. ________ (Rupees ____________________________) only) for the
purchase of fixed assets i.e. ____________________________ of
M/s ______________________ located at ______________________ given by you
during auction / negotiations held on dated __________ at Head Office /
Regional Office/ Branch Office (place) __________________ has been approved by
this Corporation on the following terms and conditions:

1. The fixed assets are being sold to you in "as is where is" position.
2. The sale price of the fixed assets (i.e. ______________________) shall be Rs. ____________.
3. You are required to make _____ % i.e. Rs. ____________ of the sale
   price as initial payment within a period of 15 days from the date of issue of
   this letter. In case, the possession of assets, after completing the requisite
   formalities, is not taken over by you within a period of 30 days from the date
   of issue of this sale letter, the entire amount deposited by you (including
   earnest money and initial payment) may be forfeited by the Corporation
   without giving further notice to you.

4. The balance payment shall be made by you in a period of ________ years
   in ________ quarterly / monthly instalments. The first such payment shall
be made by you after the expiry of ______ months. The last date of repayment shall be ______.

5. You will make payment of quarterly interest @ ______% p.a. from the date of takeover of sold assets OR after expiry of 30 days from the date of issue of letter for approval of sale, whichever is earlier. In case of default, the Corporation shall charge ______% above the Concessional rate of interest i.e. _______% on the amount of default during the period of default.

6. You will keep the assets as sold to you fully insured during the currency of hire purchase agreement.

7. The purchaser will execute an agreement to sell /conveyance deed within a period of 30 days from the date of issue of this letter and shall take over the possession of assets simultaneously without any delay.

8. In case the possession of assets is not taken by you in terms of condition No.7, after completing requisite formalities and is taken on a later date, then the Corporation shall charge interest as per the condition No.5 of this letter including the period for which possession is not taken by you.

9. Leasehold rights of the land shall be transferable only for the remaining period of lease by lessor.

10. You will also be liable for IPI dues of RICO Ltd.

11. You have to get the documents relating to sale executed and registered at your own cost as per provisions of Rajasthan Stamps & Registration Act. All the charges about stamps & registration are to be paid by you.

12. You have to submit NOC of Rajasthan Pollution Control Board in case of any pollution prone unit is established.

13. You have to give employment to SC/ST candidates as per policy of the State Government.

14. In case the purchaser intends to execute the Agreement to Sell / Conveyance Deed in favour of any firm / company, then the purchaser has to have more than 50% of his share in that firm / company. All requisite information relating to his / their creditworthiness reports need to be furnished.

You are requested to please contact our BO _________ for further necessary action in the matter and deposit a sum of Rs. _________ being balance amount (after adjustment of money deposited by you at the time of auction) of sale
price at the earliest but positively within a period 15 days and also takeover possession of assets sold to you within 30 days from the date of issue of this letter after execution of an Agreement to Sell / Conveyance Deed, otherwise the approval for sale being conveyed to you will be treated as cancelled.

Thanking you,

Yours faithfully,

Branch Manager/Manager (ARRC)/DM(FR)
/DM(AERC)

Copy to:
1. Branch Manager, RFC __________ for information and n/a.
2. DGM(R), RFC, ______________ for information.
3. DGM(ARRC), HO ______________ for information.