Ref.No, RFC/F.Law-3/LPM/5/163

PG Circular
(Conv. 51)

Dated: 4 02.2015

PG/1477/2015

Reg: Deed of Modification for renewal of Flexi Loan for Good Borrowers.

The Corporation has launched a Flexi Loan Scheme duly circulated vide PG Circular No. 1376 Dated 01.04.2011 and thereafter another Scheme was launched vide Circular No. RFC/LA/GBD/GEN/149/171 dated 27.10.2014 vide which guidelines regarding renewal of loan under flexi loan scheme were circulated.

As per the aforesaid schemes the competent authority may renew the loan after obtaining renewal charges in terms of the loan sanctioned under the earlier flexi loan scheme. For simplification and to avoid detailed process of documentation in such cases, only a Deed of Modification for renewal of flexi loan by incorporating prevailing rate of interest and repayment period of present flexi loan scheme, may be got executed and other terms and conditions of original loan documents executed for earlier loans, may be made applicable continuously till repayment & recovery of the entire dues of the Corporation. A draft of the Deed of Modification is enclosed for execution as per prevailing guidelines of the Corporation, it may further be modified to incorporate related terms and conditions of sanction letter in each case as per requirement of individual sanctioned case.

All concerned are advised to adhere the guidelines.

(Maneesh Chauhan)
Managing Director

Encl: As above
Copy to:-
1. All BOs/ Facilitation Centers
2. Standard Circulation at HO
(TO BE EXECUTED ON N.J. STAMP OF RS. 100/- TO BE PURCHASED IN THE NAME OF BORROWER UNIT/COMPANY FOR THE PURPOSE OF “DEED OF MODIFICATION”)

DEED OF MODIFICATION

THIS DEED OF MODIFICATION made on this __________ day of __________ at __________

BETWEEN

Smt./Shri __________________ S/o./W/o./D/o. Shri __________________
aged___ years, residing at ____________________________
carrying on business under the name and style of M/s. ____________________________ hereinafter referred to as “THE BORROWER” (which expression shall include his heirs, executors, administrators wherever the context or meaning shall so require or permit) of the FIRST PART.

O R

M/s. ____________________________ a partnership firm consisting of the following partners:

1. Smt./Shri __________________ S/o./W/o./D/o. Shri __________________
aged___ years, residing at ____________________________
2. Smt./Shri __________________ S/o./W/o./D/o. Shri __________________
aged___ years, residing at ____________________________
3. Smt./Shri __________________ S/o./W/o./D/o. Shri __________________
aged___ years, residing at ____________________________
4. Smt./Shri __________________ S/o./W/o./D/o. Shri __________________
aged___ years, residing at ____________________________
5. Smt./Shri ________________ S/o,W/o/D/o. Shri ________________
   aged ___ years, residing at ________________________________

6. Smt./Shri ________________ S/o,W/o/D/o. Shri ________________
   aged ___ years, residing at ________________________________

7. Smt./Shri ________________ S/o,W/o/D/o. Shri ________________
   aged ___ years, residing at ________________________________

constituted under the Deed of partnership dated ______ carrying on
business under the name, style and firm M/s
________________________________________ hereinafter called “THE
BORROWER” (which expression shall include their respective heirs,
executors, administrators and partner or partners for time being constituting
the Borrower’s firm or their respective successors and assigns wherever the context or meaning shall so require or permit) of the FIRST PART.

OR

M/s. ___________________________________________, a
public/private limited company incorporated and registered under the
Companies Act, 1956 / 2013, and having its Registered Office at
______________ hereinafter called as “THE BORROWER” (which expression
shall include its successors and assigns wherever the context or meaning
shall so require or permit) of the FIRST PART.

AND

RAJASTHAN FINANCIAL CORPORATION, a Corporation established
under the State Financial Corporation Act, 1951 and having its Head Office at
Udyog Bhawan, Tilak Marg, Jaipur and Branch Office at
_________________________ hereinafter referred to as “THE CORPORATION”
(which expression shall include its successors and assigns wherever the context or meaning shall so require or permit) of the SECOND PART.

WHEREAS the Borrower concern/firm/company was sanctioned a loan of Rs. _____ vide sanction letter dated _____ and has executed documents of mortgage in favour of the Corporation in consideration of Flexi loan of Rs. _____ (Rupees ___________________________ only) on ___________________________ and term loan _____ on ________.

WHEREAS according to the sanction letter dated __________ the earlier loan sanctioned under Flexi Loan Scheme is renewed on the request of the “Borrower” and Borrower has now agreed and accepted all the terms & condition of sanction letter for renewal of Flexi Loan.

WHEREAS consequent upon renewal of loan sanctioned under FLS the rate of interest and repayment period is modified and it shall be applicable as under :-

1. The Corporation shall charge interest @ _____ p.a. which will be payable by the borrower quarterly from the date of execution of modification deed or from the date of expiry of three years of earlier loan disbursed whichever is earlier.
2. Repayment period of Flexi Loan shall be as follows:

(i) The maximum repayment period of Flexi Loan shall be 5 years from the 1st day of execution of Modification Deed. Flexi Loan shall be repaid after expiry of 2 years in 13 equal quarterly installments reckon from the date of execution of Modification Deed.

(ii) The borrower shall make payment of interest on first day of each quarter i.e. March, June, September and December separately.

(iii) The borrower to furnish 13 PDCs for repayment of loan.

NOW THIS DEED OF MODIFICATION WITNESSTH AND PARTIES HEREBY MUTUALLY AGREED AS FOLLOWS:

That the condition no. _______________ of loan agreement executed on dated _______________ related to interest payable by the borrower is hereby replaced and substituted with following clauses numbered as _______________ in the said loan agreement so as to read as follows:

AMENDMENT SUBSTITUTION / ADDITION IN LOAN AGREEMENT DATED _______________

1. That the Corporation shall charge interest @ ______ p.a. which will be payable by the borrower quarterly from the date of execution of modification deed or from the date of expiry of three years of earlier loan disbursed whichever is earlier.

2. The borrower shall make payment of interest on first day of each quarter i.e. March, June, September and December separately.

3. That repayment period of Flexi Loan shall be as follows:

(i) The maximum repayment period shall be 5 years from the 1st day of execution of Modification Deed. Flexi Loan shall be repaid after expiry
of 2 years in 13 quarterly installments reckon from the date of execution of Modification Deed.

(ii) The borrower to furnish 13 PDCs for repayment of loan.

The other terms and conditions of the loan documents executed on dated __________ shall remain unchanged and the mortgaged documents as modified hereinabove shall be binding and operative.

IN WITNESS WHEREOF the said Borrower and Corporation have hereunto set and subscribed their hands at __________ the day, month and year first hereinabove written and in the manner hereininafter appearing.

SIGNED AND DELIVERED by the Within named Borrower

______________________________
Shri ____________________________
S/o. Shri _________________________
Sole Proprietor of M/s. __________ (Sole Proprietor)

SIGNED AND DELIVERED by the within named Borrower

M/s. ____________________________

By the hands of its partners :

1. for self as a partner and duly constituted attorney on behalf of other partners of the firm
Vide their Special Power
Attorney dated

OR

IN WITNESS WHEREOF the Borrower has caused its Common Seal to be hereinto affixed on the day, month and year first above written and Corporation have caused the same to be executed as hereinafter appearing.

The Common Seal of the Borrower
Company M/s. ______________________

Pursuant to a resolution of Board of Directors
Of Company passed in that behalf on the _______
___________________is hereunto affixed in the presence of Shri _______________________
and Shri _______________________
Directors and Shri _______________________
Officer / Secretary of the Borrower Company who have signed these presents in token thereof.

Signed and delivered by the
Within named Rajasthan
Financial Corporation by the
Hand of Shri ______________________
Its ______________________

AND

Signed & delivered by the within
Named Rajasthan Financial
Corporation by the hand of
Shri ______________________
Its ______________________