

BALLARSHAH SALE DEPOT**DATE OF AUCTION. -----****OFFICE OF THE DIVISIONAL MANAGER, FDCM LTD., DEPOT DIVISION,
BALLARSHAH.****UNIFIED DEPOT SALE CODITION****TERMS AND CONDITIONS OF SALE BY PUBLIC AUCTION OF TIMBER, FIRE
WOOD, CHARCOAL, AIN BARK, BAMBOO ETC. (IN DEPOTS AND IN-SITU)****PERIOD OF ACUTION :-**

Timber/Firewood/Charcoal/Ain Bark/Bamboo etc. in lots as described in the schedule here in under written will be sold by public auction for and on behalf of Forest Development Corporation of Maharashtra Ltd. by the Divisional Manager, F.D.C.M. Ltd., Depot Division, Ballarshah at Auction Hall, Vanvikas Bhavan, Ballarshah on the -----th day of -----at-----hrs., on the following terms and condition namely.

TERMS AND CONDITIONS OF SALE :-

- 1) The act bidding shall be deemed to be complete and unreserved acceptance of these sale conditions. The intending bidders are also required to sign the sale condition in token of their agreement.
- 2) The details of the quantities and specification of the material put up for auction are as laid down in the schedule here in under written and are correct to the best of knowledge of the undersigned but are NOT guaranteed to any extent. The intending bidders should inspect the lots on the spots and satisfy themselves about the correctness there of

EARNEST MONEY DEPOSIT :- FOR CROP :-I

- 3) (A) No. person shall be allowed to bid unless he has prior there-to deposited with the undersigned in the manner here-in after mentioned (an amount) as and by way of **earnest money deposit, the amount calculated at the rate of 16 percent of the amount up to which the bidder desires to bid.**

PRIVIDED however, that amount of earnest money so to be deposited shall in no case be less than **Rs. 1000/- (Rs. One thousand only).**

The amount of earnest money deposit shall NOT carry any interest.

EARNEST MONEY DEPOSIT FOR CROP – II w.e.f. 01/09/2011. :-

- 3) (A) No. person shall be allowed to bid unless he has prior there-to deposited with the undersigned in the manner here-in after mentioned (an amount) as and by way of earnest money deposit, the amount calculated at the rate of 16 percent of the amount up to which the bidder desires to bid.

PROVIDED however, that amount of earnest money so to be deposited shall in no case be less than Rs. 1000/- (Rs. One thousand only). The amount of earnest money deposit shall NOT carry any interest.

- (B) The earnest money shall be paid either.
- i) By a duly receipted challan of Bank of Maharashtra, Branch, Ballarshah. OR
 - ii) By a demand Draft or a deposit at call in favour of the Divisional Manager, FDCM. LTD., Depot division, Ballarshah drawn by Bank of Maharashtra or any other scheduled Bank on its branch thereof situated at the Head Quarters of Divisional Manager F.D.C.M. Ltd., Depot Division, Ballarshah.

PROVIDED However in exceptional circumstances the earnest money deposit may be paid in cash at the discretion of the officer holding the sale who may permit its acceptance in cash.

- (C) The receipt Bank Challan, Bank Draft or receipt of deposit at call shall be produced by the bidder before bidding, before the Divisional Manager, FDCM Ltd., Depot Division, Ballarshah or any person authorized by him in his behalf. The cash payment towards Earnest Money Deposit shall be made if permitted as aforesaid at the special counter provided at the place of auction sale (subject to the condition stipulated in the proviso condition NO.3 (B) above)
- (D) The Earnest money deposited by the unsuccessful bidders shall if NOT forfeited prior there to be refunded to them without interest as soon as practicable after the completion of the auction.
- (E) In case of bidder who are successful, the amount of earnest money if NOT forfeited prior thereto shall be adjusted towards the amount of consideration payable by them therefore.
- (F) NO interest shall be payable in any case on the amount Earnest Money.

PARTCULARS OF BIDDER

- 4) At the time of paying the Earnest Money Deposit the intending bidders shall furnish in writing the complete postal address to which a communication intended for them may be sent. Any change of address shall be promptly communicated by them to the Divisional Manager, FDCM. Ltd., Depot Division, Ballarshah. Any communication sent at that address under certificate of posting shall be deemed to have duly reached the intending purchaser.
- 5) Person or persons desiring to bid at the auction shall state in what capacity he is/they are bidding for the auction e.g. as sole proprietor or partner of a firm or as a secretary / Manager / Director etc. of a limited company. In case of partnership firm the names of all partners should be disclosed and these conditions shall be signed by all the partners or their duly constituted attorney, having authority to bind all the partners in all matters pertaining to the auction. An attested copy of the "Partnership Deed" should be produced before the Divisional Manager, FDCM. LTD. Depot Division, Ballarshah. In the case of limited companies, these conditions shall be signed by a person empowered to do so by the company. A copy of the Memorandum and Articles of Association of the company shall be attached to these conditions. In case of Hindu undivided family, the names of the

family members should to disclosed and the karta / who can bind the firm should sign these conditions and indicate his status below his signature.

- 6) Following person/s shall NOT be eligible to bid at the auction viz :-

Person/s who is/ are convicted by a court of law for offence involving moral turpitude or who have been adjudged insolvent or who have failed to pay FDCM. Ltd/ Government dues or who are minors or persons of unsound mind

- 7) If during the course of auction or at any time there-after is found that the person/s who had bid at the auction and whose bid was accepted is/are person/s NOT qualified hereunder to bid, the amount of earnest money deposited by him/them shall be forthwith forfeited to the FDCM. Ltd., and his /their bid/s which was/were accepted shall be liable to be cancelled And in that event he/they shall NOT be entitled for any compensation whatsoever on account of such cancellation.

SALE / PROCEDURE :-

- 8) The Divisional Manager, FDCM. LTD., Depot Division, Ballarshah may in his discretion.
- a. Prohibit any one from bidding at any stage of the auction.
 - b. Reject the highest or any bid.
 - c. Accept the highest or by bid.
 - d. Withdraw or alter any lot or lots from the auction at any stage notwithstanding the readiness of the purchasers to purchase the same and not-withstanding that it was / they were put up for auction.
 - e. Take up lot (s) for auction in any manner, irrespective of its serial number on the list of lots.
 - f. Put up lots for sale either in single or in groups.
 - g. Put up additional lots NOT published in the sale notice.
- 9) The Divisional Manager, FDCM.Ltd., Depot Division, Ballarshah may fix the minimum amount of each advance on the previous bid and may from time to time in the course of the bidding alter the amount so fixed. In the event of any dispute arising about the bid given, the bidding shall be immediately reopened at the last undisputed bid.
- 10) (A) At the close of the bidding of a particular lot or lots as the case may be, the person whose bid is (knocked down and) accepted (here-in after referred to as the "Auction purchaser") shall sign the bid sheet (along with at least two witnesses) in token of his having given the bid and his signature shall be attested by at least two witnesses. The bids, which are within the competence of the Divisional Manager, FDCM. Ltd., Depot Division, Ballarshah to accept shall be sanction by him by putting his signature on the bid sheets at an appropriate place. In case of bids which are beyond the powers of the Divisional Manager, FDCM. Ltd., Depot Division, Ballarshah to accept and are therefore kept over for sanction of the competent authority, which shall be so stated in the bid sheet, by the competent authority viz-. The General Manager, FDCM. Ltd., South Chanda Region, Chandrapur. In each such case, the bidder shall remain bound by his bid until the competent authority passed final order, **within a period of thirty days from the date of auction.** The competent authority may, however, accept or reject such bids. The

bid-sheet duly signed by the Auction purchaser along with at least two witnesses and the Divisional Manager, FDCM.Ltd., Depot Division, Ballarshah or competent authority shall be conclusive proof of the contract.

- (B) The result of the bids kept over for acceptance by the General Manager, FDCM . Ltd., South Chanda Region, Chandrapur shall after such acceptance be published on the notice board of the office of the Divisional Manager, FDCM.Ltd., Depot Division, Ballarshah or at the concerned depot and also separately intimated to the concerned depot and also separately intimated to the concerned successful bidders by the Divisional Manager, FDCM. Ltd., Depot Division, Ballarshah.
- 11) Once the bid is accepted, the timber or the concerned forest produce shall lie in the depot entirely at the risk of the Auction purchaser and the FDCM. Ltd., shall NOT be liable for deterioration and/or loss of timber or the concerned forest produce of such lots or any part thereof by any cause such as fire, flood, theft, misappropriation etc.

PAYMENT

SALE CONDITION FOR CROP – II :-

- 12) The auction purchaser shall pay the amount of his bid. which has been accepted (hereinafter referred to as “the sale price”) as follows
- a) 1/4th of the sale price along with the proportionate amount of the Forest Development Tax as per Maharashtra Forest Development (Tax on sales of Forest produce by Government or Forest Development Corporation) (Continuance) Act 1983, **Within Seven days from the date of auction/date of communication of acceptance by the competent authority as the case may be.**

Provided, however, that if the Auction Purchaser makes payment of the said ¼ sale price along with the proportionate amount of the Forest Development tax and stamp duties on full amount at any time thereafter but **before the expiry of further twenty three days then he shall have to pay therewith interest thereon at the rate of 18% per annum from the date of auction/date of communication of acceptance by Competent Authority as the case may be till payment is realized.”**

Provided However, that if the auction purchaser makes payment of the said ¼ th sale price along with Sales Tax, Income Tax and with the proportionate amount of the Forest Development Tax., if paid shall at any time there after but **before the expiry of further twenty three days then he shall have to pay there with interest thereon at the rate of 18% per annum for late payment till payment is realized.**

- b) Balance 3/4th of the sale price along with the proportionate amount of the Forest Development Tax and all other taxes,rates and duties as are livable thereon **within sixty days from the date of auction /date of communication of acceptance by the competent authority as the case may be.**

Provided However, that if the auction purchaser makes mayment of the said 3/4th sale price plus Forest Development Tax and all other taxes rates and duties at any time there after but **before the expiry at further thirty days then he shall have to pay there with**

interest thereon at the rate of 18% per annum for late payment till payment is realized.

- 13) (a) In the event of the Auction purchaser failing or neglecting to make payment of 1/4th of the sale price and/or 3/4th of the sale price plus Sales Tax, Income Tax, Forest Development Tax and all other taxes, rates and duties such as stamp duty without or with interest or any part thereof as provided in condition 12 above or in the event of the Auction purchaser committing a breach of any of the terms and conditions hereof the Divisional Manager, FDCM.Ltd., Depot Division, Ballarshah may without prejudice to any other rights, remedies and powers of the FDCM Ltd., cancel such sale which has been accepted, where upon without prejudice to any other rights, remedies and powers of FDCM Ltd. the amount deposited by the Auction purchaser as Earnest Money and the said amount of sale price and interest, Income tax, and Forest Development Tax if paid, shall forthwith stand forfeited to the FDCM. Ltd. on cancellation of such sale, the Divisional Manager, FDCM. Ltd. Depot Division, Ballarshah shall in his absolute discretion if he so thinks fit, be intitled to forthwith and without any further notice resell either by public auction or by private contract on account and at the risk of the Auction purchaser, the lot/s for which the bid of the Auction purchaser was accepted and cancelled as aforesaid.

Provided, however, that if before, the actual resale of the material at the risk and cost of the auction purchaser, the Auction purchaser pays under information to the Divisional Manager, FDCM. Ltd. Depot Division, Ballarshah the sale price or ¾ the of the sale price as the case may be (defaulted amount) in full along with the interest, Sales Tax, Income Tax, Forest Development Tax and all other taxes, rates and duties as aforesaid and also **penalty at the rate of 10% of the price offered by him,** the Divisional Manager, FDCM. Ltd. Depot Division, Ballarshah shall set aside the cancellation of the sale and permit the Auction purchaser to remove the material sold to him as here-in-after provided in clause 14 here of

- 13) (b) The auction purchaser shall be liable to pay the FDCM. Ltd. in the event of resale the amount of loss, if any, sustained by the FDCM, Ltd. as a result of such resale, but he shall not be entitled to any profit arising as a result thereof. The auction purchaser shall forthwith on demand by the Divisional Manager, FDCM. Ltd. Depot Division, Ballarshah pay to the FDCM Ltd., the amount of such loss. The amount of such loss shall be deemed to be arrears of land revenue and without prejudice to any other rights, remedies and powers of FDCM. Ltd., shall be entitled to recover the same from Auction purchasere as arrears of land revenue.

SALE CONDITION FOR CROP – I
12. PAYMENT :-

The auction purchaser shall pay the amount of his bid which has been accepted (here in after referred to as “the sale price”) as follows.

- (A) $1/4^{\text{th}}$ the of the sale price along with entire amount of Sales tax in accordance with the provisions of Bombay Sales Tax Act. 1959 (L.1 of 1959) as emended an in-force for the time being along with the proportionate amount of Forest Development Tax as per Maharashtra Forest Development Tax on sale of Forest Produce by Government or Forest Development Corporation (Continuance) Act 1983 within Seven Days from the date of auction/date of communication of acceptance by the component authority as the case may be.

Provided, however, that if the Auction purchaser makes payment of the said $1/4^{\text{th}}$ sale price along with Sales Tax and the proportionate amount of the Forest Development Tax at any time thereafter but before the expiry of further Twenty three days then he shall have to pay therewith interest thereon at the rate of 18% per annum for late payment till payment is realized.

- (B) Balance $3/4$ the of the sale price along with the proportionate amount of the Forest Development Tax, and entire Income Tax under the Finance Act 1988 section 44 A.C. and 206 C in-force and all other taxes, rates and duties as are livable thereon within sixty days from the date of auction date of communication of acceptance by the competent authority as the case may be.

Provided, however that if the Auction purchaser makes payment of the said $3/4^{\text{th}}$ sale price plus Income Tax, Forest Development Tax and all other taxes, rates and duties at any time thereafter but, before the expiry of further Thirty days then he shall have to pay interest there on for the late payment at the rate of 18% per annum till payment is realized.

- 13 a) In the event of the Auction purchaser failing or neglecting to make payment of $1/4^{\text{th}}$ of the sale price and/or $3/4^{\text{th}}$ sale price plus Forest Development Tax, Sales Tax, and all other taxes, rates and duties without or with interest or any part there of as provided in condition 12 above or in the event of the Auction purchaser committing a breach of any of the terms and conditions here of the Divisional Manager, FDCM.Ltd., Depot Division, Ballarshah may without prejudice to any other rights, remedies and powers of the FDCM. Ltd., cancel such sale which has been accepted, where upon without prejudice to any other rights, remedies and powers of FDCM. Ltd. the amount deposited by the Auction purchaser as Earnest Money and the said amount of $1/4^{\text{th}}$ sale price and interest, Income Tax, and Forest Development Tax if paid, shall forthwith stand forfeited to the FDCM Ltd., on cancellation of such sale, the Divisional Manager, FDCM. Ltd., Depot Division, Ballarshah shall in his absolute discretion if he so thinks fit, be entitled to forthwith and without any further notice resale either by public auction or by private contract on account and at the risk of the Auction purchaser the lot/s for which the bid of the Auction purchaser was accepted and cancelled as aforesaid.

Provided, however, that if before, the actual resale of the material at the risk and cost of the auction purchaser, the Auction Purchaser pays under intimation to the Divisional Manager, FDCM. Ltd. Depot Division, Ballarshah the sale price or $3/4^{\text{th}}$ of the sale price as the case may be (defaulted amount) in full along with the interest, Sales Tax, Income Tax, Forest Development Tax and all other taxes, rates and duties as

aforesaid and also **penalty at the rate of 10% of the price offered by him**, the Divisional Manager, FDCM. Ltd. Depot Division, Ballarshah shall set aside the cancellation of the sale and permit the Auction purchaser to remove the material sold to him as here-in-after provided in clause 14 hereof.

- 13 (b)The auction purchaser shall be liable to pay to the FDCM. Ltd. in the event of resale the amount of loss if any, sustained by the FDCM, Ltd, as a result of such resale, but he shall not be entitled to any profit arising as a result thereof. The Auction purchaser shall forthwith on demand by the Divisional Manager, FDCM. Ltd, Depot Division, Ballarshah pay to the FDCM, Ltd, the amount of such loss. The Amount of such loss shall be deemed to be arrears of land revenue and without prejudice to any other rights, remedies and powers of FDCM, Ltd, shall be entitled to recover the same from Auction purchaser as arrears of land revenue.
14. The amount of consideration shall be paid into Bank of Maharashtra of payment of consideration the Auction purchaser or the purchaser on resale under clause 13 hereof as the case may be shall obtain the necessary challan from the Divisional Manager, FDCM. Ltd, Depot Division, Ballarshah.. The receipted challan shall be produced before the Divisional Manager, FDCM. Ltd. Depot Division, Ballarshah in proof of payment of consideration.

The sale price can also be paid by a demand draft in favour of the Divisional Manager, FDCM, Ltd, Depot Division, Ballarshah in proof of payment of consideration. The sale price can also be paid by a demand draft in favour- of the Divisional Manager, FDCM. Ltd., Depot Division, Ballarshah drawn on Bank of Maharashtra, or any others scheduled Bank on its brach situated at head quarter of the Division.

DILIVERY OF MATERIAL :-

15. After making full payment of the sale price, Sales Tax, Income Tax,. Forest Development Tax and other taxes, rates and duties as are livable thereon and interest, if any, as provided in condition No. 12 here of the Auction purchaser or the purchaser on resale as the case may be **shall remove the material within 90 days from the date of auction ! date of communication of acceptance by the competent authority as the case may be.** The auction purchaser or the purchaser on resal as the case may be shall make his own arrangement for loading and removal of the material.

PROVIDED, however, that if the Auction purchaser or the purchaser on resale as the case may be fails or neglects to remove the material as aforesaid within the said period of 90 days the Auction purchaser or the purchase on resale as the case may be shall there after not be entitled to remove the said material without obtaining the prior permission in writing of the Divisional Manager, FDCM. Ltd., Depot Division, Ballarshah for which permission, the Auction purchaser or the purchaser on resale as the case may be **shall apply to a week before the expiry of the said period of 90 days.** The Auction purchaser or the purchaser on resale as the case may be shall remove the said material before the expiry of the date

specified in such permission after paying in case the ground rent calculated as follows :

<u>Sr.No.</u>	<u>Item</u>	<u>Rate of Ground Rent.</u>
1.	Timber	:- Rs. 15/- Per Cu.m. or fraction of it per month.
2.	Fuel wood	:- Rs. 5/- Per Cu.m. Stacked or fraction of it per month
3.	Bamboo	:- Rs. 5/- Per 100 number of fraction of it per month
4.	Bamboo Bundle	:- Rs. 33/- Per 100 bamboo bundles, each bamboo bundles containing 20 pieces of 2 meter. length each i.e 2 nationa. Ton per month.
5.	Bamboo Bundles	:- Rs. 16.50 per 100 bamboo bundle, each bamboo bundles containing 20 pieces of 1 mtr. length each i.e. for 1 notional Ton per month..
6.	Charcoal	:- At the rate of 250/- per hectare. Minimum area should be 0.2 for charging the rent or part of it per month.
7.	Ain Bark	:- Rs. 5.00 per Month 3 or fraction of it per month.

- Note :- A) The ground rent should be recovered on the balance quantity laying in the depots.
 B) Any quantity less than 1 Cu.m. should be reckoned as 1 Cu.m. for the purpose of ground rent.
 C) The Ground rent should be recovered for minimum period of one month. The period less than 30 days should be reckoned as one month.
 D) Quantity less than 100/- Bamboo / bundles should be reckoned as 100 bamboo / bundles for the purpose of recovery of ground rent.

Provided further that if the Auction purchaser or the purchaser on resale as the case may be fails or neglects to remove the said material before the date specified in such permission, the Auction purchaser or the purchaser on resale as the case may be shall NOT thereafter be intitled to do so without obtaining the prior permission in writing of the General Manager, FDCM.Ltd., South Chanda Region, Chandrapur who may in his absolute discretion refuse or grant such permission on such conditions, as he thinks fit including payment of an additional sum by way of **penal ground rent, which shall NOT exceed 10% of the value of the said material.** The decision of the General Manager, FDCM. Ltd, South Chanda Region, Chandrapur shall be final and binding on the Auction purchaser or the purchaser on resale as the case may be.

- 16) If the sale is held at the beginning of the rainy season and the Auction purchaser requests FDCM. Ltd., for grant of extension of time for removal due to various reasons, the period of rainy season which will be determined by the Divisional Manager, FDCM.Ltd, Depot Division, Ballarshah may be excluded for the purpose of calculating the extension period.
- 17) No. lot or part of lot shall be allowed to be removed unless full payment in respect of that lot has been made and a person duly authorized by the Divisional Manager, FDCM, Ltd. Depot Division Ballarshah of the Depot issues a forest pass for transportation of material.

- 18) The removal shall be restricted to hours of day light and shall be allowed through the gate of the depot set apart for the purpose where the timber or the concerned forest produce shall be presented for examination and in case of timber branding the same with an exit hammer mark.
- 19) The material shall be deemed to have been delivered once the timber or the concerned forest produce is taken possession of by the Auction purchaser or his authorized agent and his signature in token of receipt of the material is obtained.

AUCTION FOR BREACH OF CONDITIONS :

- 20) Notwithstanding the condition of resale, the Auction purchasers shall be liable to make good the loss sustained by the FDCM, Ltd, on account of his failure to discharge his obligations.
The amount of loss shall be determined by the Divisional Manager, FDCM. Ltd., Depot Division, Ballarshah as under :-
- a) The amount outstanding against the purchaser "x" (i.e. Sale price)
 - b) The amount realized, if any on resale of the material "Y".
 - c) The amount paid by the Auction purchaser towards EMD/ Security deposit /Advance an account of consideration "Z"

The amount of loss will thus be "x" – ("Y + "Z").

The amount of loss shall be deemed to be arrears of land revenue and without prejudices any other rights, remedies and powers of the FDCM. Ltd., the same may be recovered as arrears of land revenue in accordance with the provisions of the Indian Forest Act, 1927.

- 21) Unless the Auction purchaser has secured extension period for removal of material beyond 90 days from the date of auction / date of communication of acceptance by the competent authority as the case may be on expiry of 90 days or such extended period/s as the case may be the material shall revert to FDCM, Ltd., The Auction purchaser will have No right over the left over material what so ever after the said period and the FDCM. Ltd, will be entitled to dispose it off as it thinks proper. Even if full amount is paid for the material in question the Auction purchaser will NOT be entitled to any refund on account of value of the said material.
- 22) Any money due to the FDCM. Ltd., on account of sale held under these condition shall be deemed to be arrears of land revenue and may without prejudice to any other rights remedies and powers of FDCM, Ltd. be recovered by the FDCM, Ltd. as arrears of land revenue in accordance with the provisions of the Maharashtra Land Revenue Code. 1966 as amended from time to time.

GENERAL

- 23) The sale of all forest produce which are covered by the aforesaid conditions will also be subject to any other condition/s that may be prescribed from time to time by Divisional

Manager, FDCM. Ltd., Depot Division, Ballarshah after prior approval of the General Manager, FDCM, Ltd., South Chanda Region, Chandrapur and the same will be notified on the notice board of the Divisional Manager, FDCM. Ltd., Depot Division, Ballarshah 7 days before the date of sale and the same will also be binding on the bidders.

- 24) Notwithstanding anything contained in the aforesaid conditions the Managing Director, FDCM. Ltd., Nagpur / General Manager, FDCM., Ltd., South Chanda Region, Chandrapur may without assigning any reason with-hold/cancel any sale advertised, if it is so required in FDCM, Ltd., interest.

DISPUTES AND DIFFERENCES.

In the event of any dispute of difference what so ever arising between the parties hereto as to the interpretation of the terms and conditions mentioned above or as to the rights duties and obligations of all the parties hereunder or as to any other matter what so ever arising out of it or in relation there to or concerning the sale, the decision there on of the General Manager, FDCM.Ltd., South Chandrapur Region, Chandrapur shall be final and binding on all the parties concerned.

PLACE : BALLARSHAH

DATE :

**Divisional Manager,
FDCM.Ltd.,Depot Division,
BALLARSHAH.**

S.R. No.	Name of Bidder	Complete Postal Address.	Signature

