

FAX No. 0177- 2623027

GRAMS: FINCORP

**HIMACHAL PRADESH FINANCIAL CORPORATION**

**New Himrus Building, Circular Road, Shimla, HP- 171 001**



Phones Head Office: Managing Director:0177-2625109  
Sale Section :0177-2624506  
EPABX :0177-2625940, 2624228

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Form No. \_\_\_\_\_ Price Rs. 100/-  
Issuing Office: \_\_\_\_\_ Payment made vide Cash/DD  
Receipt No. \_\_\_\_\_ dated \_\_\_\_\_  
Name & Signature: \_\_\_\_\_ At \_\_\_\_\_  
Of the officer/ official  
Of the Corporation.

**APPLICATION FOR THE PURCHASE OF  
ASSETS OF TAKEN OVER UNIT/ VEHICLE  
(7 PAGES)**

**Note: Please read terms & conditions of sale as given at Schedule-1 enclosed with this application form before filling up the application form.**

To  
The Managing Director,  
Himachal Pradesh Financial Corporation,  
New Himrus Building, Circular Road,  
Shimla-171001 (HP).

Dear Sir,  
I/We am/are interested in the purchase of assets of M/s \_\_\_\_\_

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1. My/our offer for the purchase of complete assets/ part assets i.e. \_\_\_\_\_  
\_\_\_\_\_ shall be Rs. \_\_\_\_\_  
(Rupees \_\_\_\_\_ only) as per details given hereunder:

Sr. No.	Description	Amount in Rupees
1.	Land	
2.	Building	
3.	Plant & Machinery:	
4.	Misc. Fixed assets/ furniture etc.	
5.	Vehicle:	
6.	Any other item:	
	Total	

- 2.a) I/we want to purchase above unit/assets on cash down payment basis (i.e. full payment to be made within one month of acceptance letter);  
OR
- b) On deferred payment basis, out of which Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) i.e. 35% of the offered amount/ inclusive of earnest money shall be paid within one month on acceptance and balance 65% of sale money is to be deposited upto a period of 12 months (equal quarterly instalments) together with interest as applicable to the sold units as per policy of the Corporation.
3. A demand draft/ cash receipt bearing No. \_\_\_\_\_ dated \_\_\_\_\_ drawn on \_\_\_\_\_ for Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) on account of earnest money equivalent to 10% of the assessed value of the assets is enclosed.
4. I/we have gone through terms and conditions of the sale as enclosed alongwith this application form at Schedule-I (conditions from 1 to 41) and I/we undertake to abide by these terms and conditions.
5. I/we undertake that in case this offer or the offer as may be given by me/ us during subsequent negotiations held by the Corporation is accepted by the Corporation and lateron I/we do not comply with any of the terms and conditions of the offer made to the Corporation, the Corporation shall have the right to forfeit earnest money/ amount already deposited by me /us.

Yours faithfully,

Name and Address	Designation	Signature
1.		
2.		
3.		
4.		
5.		

Date: \_\_\_\_\_ Telephone No: \_\_\_\_\_

Place: \_\_\_\_\_ FAX No: \_\_\_\_\_

Note: In case of offers made on deferred payment basis as per Para-2(b) above, details of assets and liabilities of individual proprietor/ partner/ director alongwith balance sheet and profit and loss account of the concern with whom they are associated preferably for the last three years, should be furnished alongwith this application form.

Schedule-1Terms and Conditions for sale of units/ vehicleGeneral conditions:

1. Offers/bids received on the prescribed application form alongwith required earnest money in response to the notice would be negotiated by Negotiation Committee constituted by the Managing Director of the Corporation either at Head Office of the Corporation at Shimla or in the open public auction is so fixed.
2. After the best bid/ offer is known as a result of negotiations, maximum bid notice would be issued in the newspaper inviting borrowers/ guarantors or any other interested person (s) to bring better buyer. In case of sale of smaller units or plant, machinery & misc. assets or vehicle(s) where assessed value is upto Rs.10.00 lacs, the Managing Director, if so considered appropriate, may not issue maximum bid notice in the newspaper. In such case, maximum bid notice giving fifteen days time, however shall be issued to the borrowers/guarantors by post.
3. Offers/ bids received after negotiations and in response to maximum bid notice would be considered by the competent authority (Managing Director/ Sale Committee) as the case may be. Sale Committee/ Managing Director may hold negotiations/ inter-se-biddings with the offerers / bidders and thereafter take a decision to accept or reject the highest offer/ bid. Decision for acceptance or rejections of highest offer/ bid shall be conveyed to the offerer/ bidder immediately after such decision is taken.
4. The decision of the Sale Committee/ Managing Director as the case may be for accepting or rejecting the highest offer/ bid shall be final and shall not be questionable in any manner.

Notice Inviting offers/ bids

5. Notice for inviting offers/ terms would be released in National/ Regional/Local Newspaper as may be considered appropriate by the Managing Director.  
Or
6. Offers/ bids may also be obtained in open public auction. The notice for open public auction would be published in the National/ Regional/ Local Newspaper as may be considered appropriate by the Managing Director.
7. In case of smaller Units/ vehicle notice for Public Auction may be given by distribution of leaflets/ handbills (instead of in the newspaper) locally if so considered appropriate by the Managing Director.
8. Notice inviting offers/ for Public Auction would include the following:
  - i) Name and location of unit.
  - ii) Measurement of land and building
  - iii) Assessed value.
  - iv) Dates fixed for inspection of the unit by prospective purchaser.
  - v) Invitation to Borrower/ Guarantor/ any other persons interested, to bring a better buyer.
  - vi) Date, Time and Venue for the negotiation.
  - vii) Earnest money to be deposited alongwith offer.
  - viii) Information that sale of unit/vehicle/assets in total/part is being made on "as is where is and whatever there is basis".
  - ix) Any other information as may be considered necessary.

Offer/bid

9. The offer made by the prospective purchaser shall be considered valid only if the initial offer is made on the prescribed application form and is accompanied with the required earnest money deposited in the form of Banker's cheque or Demand Draft or Cash.
10. Any conditional offer/bid made shall not be considered as valid offer and will not be entertained.

Negotiations.

11. Negotiations would be held by the Negotiation Committee to be constituted by the Managing Director. Bid sheet/ Negotiation proceedings should be signed by the Negotiation Committee and also by two highest offers/ bidders.
12. After the best bid/ offer is known as a result of negotiations, maximum bid notice would be issued in the newspaper inviting Borrowers/ Guarantors or any other interested person (s) to bring better buyer. In case of sale of smaller units or plant, machinery & misc. assets or vehicle(s) where assessed value is upto Rs. 10.00 lacs, the Managing Director, if so considered appropriate, may not issue maximum bid notice in the newspaper. In such a case, maximum bid notice giving fifteen days time, however shall be issued to the borrowers/ guarantors by post.
13. The offers /bids received in response to the Maximum bid notice shall be entertained only if accompanied with earnest money failing which such offers/ bids shall be ignored without any further communication.
14. Any offer/ bid sent through fax/telegram shall not be entertained. Any communication sent through fax/ telegram for altering terms & conditions of offer/ bid made through prescribed application form or during the course of negotiations shall not be entertained.
15. The Corporation shall have the right to entertain any bidder/ offerer for negotiations even if offer/ bid accompanied with required earnest money is received after the stipulated date.
16. The Corporation shall have the right to have negotiations with any person/ party for a better price even if the said person/ party has not submitted his bid/ offer in response to initial advertisement/ public notice.
17. Sale Committee/ Managing Director may also hold negotiations/ inter-se bidding with the prospective purchasers for better price before considering the acceptance of highest offer/ bid received.

Acceptance of offer:

18. The Managing Director or the Sale Committee of the Corporation as the case may be is competent to accept or reject any highest bid/ offer received depending upon the circumstances and merit of each case and the decision taken by the respective competent authorities shall be final.
19. The Corporation shall have the right to accept the offer of second highest bidder in case highest bidder whose offer is accepted later on does not deposit the sale money in terms of accepted offer/ bid.

Terms of payment:

20. Where the offer/ bid accepted is upto Rs. 5.00 lacs, or where the offer/ bid accepted is for purchase of plant and machinery, Misc. Fixed assets/other movable assets, the entire sale proceeds is required to be deposited on cash down basis i.e. within one month of date of issue of acceptance letter.
21. In case of offer/ bid on deferred payment basis, minimum payment of 35% (initial Sale Money) of the bid/ offer accepted inclusive of Earnest Money shall have to be deposited within one month of date of issuance of acceptance letter and balance 65% of sale money is to be deposited upto a period of 12 months as maybe decided by Managing Director on case to case basis. The balance sale money however, is to be paid alongwith interest at the rate as may be decided by the Managing Director from time to time.
22. In case of plots/ shed on lease/ rent, leasehold rights of the plot/rent rights of shed shall have to be got transferred by the purchaser in his/ their favour from the Industries Department/ HIMUDA or any other Authority after payment of arrears/ dues of lease money/ rent, arrears of maintenance charges and also the premium on account of unearned increase in market price etc.etc. as per prevalent rule of such Authority. It shall be the responsibility of the purchaser to ascertain such dues before making offer/ bid.
23. In case of sale of vehicle the purchaser shall also have to pay the arrears of taxes or any other Govt. dues/ expenses (in addition to offer/ bid amount) as may be required under the rule before transfer of Registration Certificate from the concerned authority. It shall be the responsibility of the purchaser to ascertain such dues before making offer/ bid.
24. In case of purchase of industrial unit arrears of electricity and water charges shall also have to be born by the purchaser in addition to purchase price. It shall be the responsibility of the purchaser to ascertain such dues payable before making offer/ bid.

Transfer of sold unit/vehicle/assets:

25. The possession of the unit/vehicle/assets sold shall be handed over to the purchaser/ or his assignee after receipt of entire bid/ offer money as per highest offer/ bid accepted where sale is on cash down basis. In case of sale on deferred payment basis, the possession of the unit shall be handed over to the purchaser/ or his assignee after receipt of initial sale money and after execution of purchaser agreement, personal guarantees and other documents as required by the Corporation.

26. Purchaser/ or his assignee whose offer/ bid has been accepted shall have to take the possession of the purchased unit/vehicle/ assets after complying with terms and conditions within one month of acceptance of offer/ bid failing which Corporation shall have the right to recover the expenses so incurred for security and watch & ward of the unit/vehicle/assets or take such action as deemed necessary including forfeiture of earnest money/sale money deposited.
27. In case of free hold land and or building constructed thereon, the purchaser whose bid has been accepted shall get the sale deed executed from the Corporation in his favour or in favour of his assignee and get it registered at their cost after obtaining permissions, if any from the respective authorities in the State as may be required under the prevalent law. It shall be the responsibility of the purchaser or his assignee to seek such permissions in time and the Corporation shall not be responsible in any manner for any delay for transfer or freehold land/ building on this account.
28. In case of land on lease and or building constructed thereon/ shed on rent in industrial area developed by any State agency/ authority, the Corporation shall write to such state agency like Director of Industries/ HIMUDA etc. for execution of fresh lease deed/ supplementary lease deed/rent deed as per the rules of such state agency/organization and it shall be the responsibility of the purchaser whose bid has been accepted or his assignee to execute such lease deed/ supplementary lease deed with the concerned authority.
29. In case of vehicle the Registration Certificate of the vehicle shall be handed over to the purchaser or his assignee only if available with the Corporation otherwise a certificate to the effect that "Registration Certificate is not available and not handed over to the purchaser" shall be issued by the Corporation to enable the purchaser or his assignee to get the duplicate/fresh Registration Certificate issued from the concerned authority. It shall be the responsibility of the purchaser or his assignee to get the Registration Certificate transferred in his favour from the concerned authority and the Corporation shall not be responsible for non-transfer of Registration Certificate or non-issuance of duplicate Registration Book or for any delay in this regard.

Deposit/Refund/Forfeiture of Earnest Money:

30. Earnest money required to be deposited alongwith offer/ bid shall be the amount equivalent to 10% of assessed value.
31. The prospective purchaser/ bidder shall be required to deposit earnest money equivalent to the 10% of the assessed value in the form of demand draft/ cash alongwith their offer/ bid on the prescribed application form.
32. Any offer/ bid received without earnest money shall be ignored and will not be entertained.
33. Prospective purchasers/ bidders who have not deposited the required earnest money shall not be allowed to participate in the negotiations.
34. No interest shall be payable on the earnest money deposited with the Corporation under any circumstances.
35. The earnest money deposited by the prospective purchasers/ bidders shall be refunded only after finalization of sale i.e. acceptance or rejection of the highest bid received by the competent authority.

36. On the day of negotiations, after inter-se bidding amongst the bidders, earnest money of first two highest bidders shall be retained till sale is finalized.
37. After acceptance of highest offer/ bid the earnest money of second highest bidder (in case second highest bidder is willing to wait) shall be refunded only after the entire sale proceeds is received, from the highest bidder, whose bid has been accepted, in case of sale on cash down basis, and after initial down payment is received where sale is made on deferred payment basis. The earnest money of other bidders shall be refunded immediately thereafter.
38. In case the purchaser whose offer/ bid has been accepted by the Corporation fails to deposit the sale amount within the stipulated period in accordance with the accepted offer/ bid or if the purchaser withdraws his bid/ offer after its acceptance by the competent authority of the Corporation, the entire earnest money / sale money already deposited with the Corporation shall be forfeited. On forfeiture of the earnest money/sale money, sale to such purchaser shall be treated as void and the Corporation shall have the right to accept the second highest offer or to resell the unit/assets/vehicle.

Alteration in terms & conditions of sale:

39. The Managing Director of the Corporation shall have the right to change/ modify any condition(s) of sale without assigning any reason.

Rejection of offer/ Bid:

40. Sale Committee or Managing Director of the Corporation as the case may be shall have the right to reject any offer/ bid without assigning any reason.

Power to interpret the terms and conditions of sale:

41. If any dispute arises in regard to interpretation of the provisions/ terms & conditions of sale, interpretation and clarification of the provisions of sale policy by the Managing Director shall be final and binding on all concerned.