

RAJASTHAN FINANCIAL CORPORATION
HO: UDYOG BHAWAN, TILAK MARG, JAIPUR-302005

Ref.No.RFC/F.Law-3/LPM(9)/3814

Dated: 07.08.2002

CIRCULAR

Sub: Contents Records of Envelopes containing Legal Documents

It has been noticed that branches are not preparing contents records of the envelopes containing legal documents as prescribed in proforma No. DD(Leg.14) copy of programme is enclosed.

All branches are advised to prepare the contents for each and every envelope in duplicate in the enclosed format. One content slip may be placed in the envelope and another slip may be filed in the envelope contents file of the branch. This work may be taken up with immediate effect and it should be completed within this month and compliance report may be sent to the undersigned.

All DGM(R)s are advised to watch compliance and see that this task is completed by the branches of their jurisdiction within this month.

Sd/-
(J.P.VIMAL)
EXECUTIVE DIRECTOR

Encl. : As above.

Copy to:

1. All ROs/BOs/ SOs
2. DGM(A&I), WZ, Ajmer
3. Standard Circulation at HO

PROFORMA No. DD(Leg-14) : ENVELOPE CONTENTS RECORDS

NAME OF THE UNIT:ENVELOPE No :.....

Date of Execution:

S.No.	Particulars of Documents	Date	Released By (Signs)	Remarks
1.	Original set of prescribed Documents of loan (Nature of loan)			
2.	Original Lease Deed dated			
3.	Original Rent Deed alongwith rent receipt dated			
4.	Original sale deed datedalongwith No. of venders title documents			
5.	Special/General Power of Attorney dated.....			
6.	Board Resolution dt.....			
7.	Undertakings No..... Regarding unsecured loan of Rs.			
8.	Guarantee Deed dated			
9.	Undertaking for availment of subsidy as loan dated.....			
10.	N O C dated.....			
11.	Others			

(.....)
Signature of Officer

RAJASTHAN FINANCIAL CORPORATION
HO: UDYOG BHAWAN, TILAK MARG, JAIPUR-302005

Ref.No.RFC/F.Law-3/LPM(56)/3862

Dated: 13.08.2002

PG CIRCULAR
(Law Section)

Sub: Documentation in Assets Financing Scheme.

In the Branch Managers Conference it was pointed out that under the Assets Financing Scheme, the borrower has to make payment first to the builder and after execution of the Sale Deed, the same is mortgaged with the Corporation and loan is released. This creates problem to the borrower as he has to invest the entire amount either from borrowings or otherwise, which is one of the impediments in off take of this Scheme.

The matter has been examined/discussed in the PCC Meeting and it has been decided that following procedure may be adopted for creation of Equitable Mortgage in the Assets Financing Cases:-

- a) We may have equitable mortgage by deposit of constituted title deeds i.e. the original Agreement to Sell alongwith Declaration & Undertaking for security of the loan and after the share of borrower required over and above loan of RFC is paid by the borrower to the builder, the balance sale price be paid through Account Payee Cheque to the builder directly on behalf of the borrower by Corporation.
- b) The cheque for loan provided by RFC, is required to be paid to the builder, shall be delivered through the borrower in the office of Sub-Registrar at the time of registration of Sale Deed.
- c) In the Sale Deed the stipulation may be made about the payment of the amount made through cheque against the loan by the Corporation subject to mortgage created vide Loan Agreement dated.....

- d) The receipt to be issued by the Sub-Registrar for the Registered Sale Deed should be got issued in the name of Branch Manager so that same may be collected by him directly from the office of Sub-Registrar on registration of documents.
- e) The Branch Manager will ensure that the original Sale Deed is collected from the office of Sub-Registrar without delay and equitable mortgage is again created by depositing the Sale Deed alongwith the Agreement to Sell which was deposited prior to issue of the cheque.

This may be added in PG as para 10.2 in Chapter LD-1.

All concerned are advised to take a note of it and take action accordingly. It is expected that with this procedure the problems being faced by the entrepreneurs in availing loan under Assets Financing Scheme would be resolved and this should lead to augmenting our financing under this scheme.

Sd/-
(T. SRINIVASAN)
Chairman & Managing Director

Copy to:-

- 1. All ROs/BOs/SOs
- 2. GM(WZ), Jodhpur/ Western Zone of A&I, Ajmer
- 3. Standard Circulation at HO

RAJASTHAN FINANCIAL CORPORATION
HO: UDYOG BHAWAN, TILAK MARG, JAIPUR-302005

Ref.No.RFC/F.Law-3/LPM(10)/4331

Dated: 10.10.2002

CIRCULAR
(Conv. 1)

Reg: Modification in the Loan Agreement.

It has been noticed that some times Collector concerned do not entertain the claims lodged by Rajasthan Financial Corporation to recover its dues as an arrear of land revenue under section 32-G of the SFCs Act, 1951 on the ground that we have mentioned in Loan Agreement to recover our dues under the Rajasthan Public Demand Recovery Act, 1952 while the arrears of land revenue are recoverable under the provisions of Rajasthan Land Revenue Act, 1956.

To over come the above problem it has been decided that henceforth while executing the Loan Agreement mention of Rajasthan Land Revenue Act, 1956 shall be made instead of Rajasthan Public Demand Recovery Act, 1952 in proviso (c) of last para of condition No. 14 at page 13 of the printed set of Loan Agreement the modified condition shall be as under:-

“(c) To make an application under section 32-G of State Financial Corporations Act, 1951 to the State Government or such authority for issuing a certified for recovering of amount due, as an arrear of land revenue, under the Rajasthan Land Revenue Act, 1956.”

All are advised to make compliance of it.

Sd/-
(J.P.VIMAL)
EXECUTIVE DIRECTOR

Copy to:

1. All ROs/BOs/ SOs
2. GM(WZ), Jodhpur/ DGM(A&I), WZ, Ajmer
3. Standard Circulation at HO

RAJASTHAN FINANCIAL CORPORATION
HO: UDYOG BHAWAN, TILAK MARG, JAIPUR-302005

Ref.No.RFC/F.Law-3/LPM(7)/4346

Dated: 14.10.2002

CIRCULAR
(Conv. 2)

**Reg: Registration of Mortgage Deed executed by the
borrower for securing various loans of RFC.**

Reference have been received from the branches in reference to not registering the Mortgage Documents vide which loans of the Corporation are being secured. Observation in this regard has also been taken by the A.G. in its report for the year 1996-97 while undertaking audit of the records of the Sub-Registrar Offices.

It has been further observed by the A.G. that there is a loss of stamp duty to the State Govt., by not registering the mortgage deeds in the loan cases of the RFC.

As you are aware that we are charging stamp duty under the provisions of Rajasthan Stamp Law (Adaptation) Act on all the documents being executed by the borrowers in favour of the Corporation for security of its loan. So far as the registration of the mortgage is concerned, not only the Corporation, but financial institutions and banks are accepting mortgage of the property of the borrower by deposition of title deeds of the mortgaged property under the provisions of Section 58(f) of the Transfer of Property Act, 1882. The mortgages U/S 58(f) do not required registration and has specifically been excluded from registration under the provisions of Section 59 of the T. P. Act. Section 59 is reproduced below:-

“59. Mortgage when to be by assurance- Where the principal money secured is one hundred rupees or upwards, a mortgage (other than a mortgage by deposit of title deeds) can be effected only by a registered instrument signed by the mortgagor and attested by at least two witnesses.”

All the Branch Managers are advised to bring the above legal provision in the notice of Sub-Registrar concerned and copy of extract of Section 58(f) & 59 of Transfer of Property Act may also be sent to the Sub-Registrar, if needed in such cases to avoid further correspondence in this regard.

Sd/-

(J.P.VIMAL)

EXECUTIVE DIRECTOR

Copy to:

1. All ROs/BOs/ SOs
2. GM(WZ), Jodhpur/DGM(A&I), WZ, Ajmer
3. Standard Circulation at HO

RAJASTHAN FINANCIAL CORPORATION

HO: UDYOG BHAWAN, TILAK MARG, JAIPUR-302005

Ref.No.RFC/F.Law-3/LPM(9)/4679

Dated: 27.11.2002

CIRCULAR

(Conv. 3)

**Sub: Release and Return of Documents after repayment of
Entire loan by the party.**

Attention is invited to instructions contained in O&M Circulars No. 438 dated 13.08.97, 476 dated 15.05.98, 493 dated 09.11.98 and 510 dated 17.06.99 whereby detailed procedure for release and return of documents after repayment of entire loan by the party has been prescribed. Vide O&M Circular No. 438 dated 13.08.1997 directions were issued that the branches can release the loan documents if borrower specified in the loan document has repaid the entire liability secured through loan documents and the release of these documents should not be withheld only on the ground that there are overdues in the account of sister concern. However, it has been observed that branches are not following the instructions and cases of abnormal delay in release and return of documents after repayment of entire loan by the party are noticed.

It is, therefore, reiterated to all concerned that immediate action for release and return of documents after repayment of entire loan by the party should be taken by the concerned officers in accordance with the guidelines proscribed vide above referred O&M Circulars.

The DGM®s are also enjoined to pay special attention of this aspect at the time of periodical review of the branches in their jurisdiction.

Sd/-

(J.P.VIMAL)

EXECUTIVE DIRECTOR

Encl. As above.

Copy to:

1. All ROs/BOs/ SOs
2. WZ, Jodhpur / DGM(A&I), Ajmer
3. Standard Circulation at HO

RAJASTHAN FINANCIAL CORPORATION

HO: UDYOG BHAWAN, TILAK MARG, JAIPUR-302005

Ref.No.RFC/F.Law-3/LPM(9)/6142

Dated: 19th June, 2003

CIRCULAR

(Conv. 4)

**Sub: Safe custody of original loan documents
Double Lock System**

Vide O&M Circular No. 15/83 dated 30.11.1983 system of double lock for safe custody of original loan documents was introduced. The double lock system find place in the PG at LD-1 at para 19.1 to 19.4 at page 300. The system of internal control in respect of safe custody of loan documents has been reviewed and guidelines has been prescribed for keeping the above documents safely in a systematic manner in the branches and head office.

Reports were received from the branches that the double lock system is not being operated properly, hence a O&M Circular No. 557 dated 06.07.2001 was issued for manual verification of the original documents kept in the safe custody. In case documents are found missing, immediate FIR of missing documents is to be lodged with the Police Station after conducting PE within two days positively.

With a view to avoid problems being faced by the field offices and to monitor the system of the double lock effectively it has now been decided that henceforth the double lock system will be under the control and supervision of three officers. Two officers will keep the keys in their custody and movement of the register and operation of almirah shall be made after having approval of the Manager(Law)/DGM(Law) at Head Office and Branch Manager in the field on the non printed envelope movement register R-7B. As already prescribed a separate alphabetical list of these envelopes showing the name of party, date of execution and envelope No. will also be prepared (as proforma No. RFC/Leg-26) one copy of which will be kept (alongwith Register R-7A) in the almirah of envelope and another copy in documentation cell at head office/branches:-

FIRST KEY**SECOND KEY**

Head Office	DM(Law)	DM(Law)/AM(Law) Dealing with document- ation work
Branch Office	DM(Law)/AM(Law)/ Officer dealing with Documentation work	DM(Fin)/AM(Fin) looking after the disb. Work
Sub Office	Dy.Manager/Asstt.Manager Incharge of Sub-Office	
DIC Office	Dy.Manager/Asstt.Manager functioning as Asstt./Dy. Director in DIC	

The above officers will be the custodian of the envelopes and the almirah can be operated after making necessary entry in the envelope movement register i.e. R-7B and after approval of Branch Manager and in the head office with the approval of M(Law)/DGM(Law). This Register R-7B will remain in the custody of officers having custody of keys.

It has also been decided that this changed system shall only be implemented by the Branch Offices, who have completed physical verification work of the envelopes in compliance of O&M Circular No. 557/2001 dated 06.07.2001 and contents of envelopes have been written up. The Branch Offices, which have not completed this task are advised first to comply with the said circular at the earliest and thereafter implement the changed system of double lock operation. The compliance in this regard shall be monitored by the DGM® and non compliance shall be reported to the ED.

Accordingly, the para no. 19.3 of LD-1 of PG (at page 300) has been substituted and a two new paras No. 19.5 & 19.6 have been added and now it will be read as under:-

19.3 Original documents will be kept under the double lock system and the keys will remain in the custody of under mentioned officers:

FIRST KEY**SECOND KEY**

Head Office	DM(Law)	DM(Law)/AM(Law) dealing with document- ation work
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Branch Office	DM(Law)/AM(Law)/ Officer dealing with Documentation work	DM(Fin)/AM(Fin) looking after the disb. Work
Sub Office	Dy.Manager/Asstt.Manager Incharge of Sub-Office	
DIC Office	Dy.Manager/Asstt.Manager functioning as Asstt./Dy. Director in DIC	

19.5. Entry of these envelopes will also be made showing the Sr. No. of envelope, date of first execution and name of concern in non printed register (R-7A). A separate alphabetical list of these envelopes showing the name of party, date of first execution and envelope number will also be prepared (as per proforma no. RFC/Leg-26) one copy of which will be kept (alongwith R-7A) in the almirah of envelope and another copy in documentation Sec. at branch office/head office.

19.6 A non-printed Register (R-7B) for movement of envelope will also be maintained for the purpose in which movement of envelopes of documents executed is to be recorded and this movement shall take place with the approval of Branch Manager/M(Law)/DGM(Law) at head office.

Note: In case only one officer is posted at Branch/Sub Office/DIC, he will keep both keys with him.

All DGM(R)s are advised to ensure compliance.

**Sd/-
EXECUTIVE DIRECTOR**

Copy to:

1. All ROs/BOs/ SOs
2. GM(WZ) Jodhpur/ DGM(A&I)Ajmer
3. Standard Circulation at HO

RAJASTHAN FINANCIAL CORPORATION

HO: UDYOG BHAWAN, TILAK MARG, JAIPUR-302005

Ref.No.RFC/F.Law-3/LPM(7)/6988

Dated: 15.10.2003

CIRCULAR

(Conv. 5)

**Sub: Exemption of Stamp-Duty on Agreement to Sell/
Conditional Deed of Conveyance for sale of units
taken under possession u/ s 29 of the SFCs Act.**

In supersession to all earlier Notifications issued by the State Govt. on the subject from time to time, the State Govt. has recently issued a Notification No. F.2(5) Vitt/Kar/87-71 dated 26.07.2003 vide which documents of transfer/sale of industrial unit, which has been defined as sick by the Reserve Bank of India or IDBI or SIDBI and has been certified as sick by the Central or State Level Financial Institution or General Manager, DIC concerned or on industrial unit possession of which has been taken over by the RFC/RIICO under the powers conferred to them under section 29 of the SFCs Act, 1951 will be exempted from stamp-duty. Photo copy of the notification is enclosed for ready reference.

With the above change in the Notification under reference, Branch Managers are advised to issue the Certificate by deleting the word "as a closed unit" from the format of the Circular circulated vide Circular No. 10/FR/BH/Poss/1538/663 dated 07.05.1997. Copy of the revised certificate is enclosed.

Sd/-

(J.P.VIMAL)

EXECUTIVE DIRECTOR

Encl. As above.

Copy to:

1. All ROs/BOs/ SOs
2. WZ, Jodhpur / DGM(A&I) Ajmer
3. Standard Circulation at HO

RAJASTHAN FINANCIAL CORPORATION

BRANCH OFFICE:

.....
.....

Ref. No.

Dated :

C E R T I F I C A T E

It is certified that M/s.
located at
the fixed assets of which have been taken over into possession by RFC
by exercising powers under section 29 of the State Financial
Corporations Act, 1951 and sold to M/s.
Therefore, no stamp duty is chargeable on the sale documents and is
eligible for exemption from stamp duty on account of its take over and
sale u/s 29 of the SFCs Act as per the provisions of Govt. Gazette
Notification No. P.2(5) Vitta/Group-4/87 dated 7.9.92 and further
Notification No. F.2(5) Vitta/Kar/87-71 dated 26.07.2003.

**MANAGER(BRANCH)/
DY.MANAGER(BRANCH)**

राजस्थान सरकार
वित्त विभाग
(कर अनुभाग)

जयपुर, दिनांक 26.07.2003

विषय :- राजस्थान वित्त निगम एवं रीको द्वारा अधिनियम की धारा 29 के अन्तर्गत अधिकृत औद्योगिकी इकाइयों के मुद्रांक शुल्क छूट के संबंध में ।

अधिसूचना

राजस्थान स्टाम्प विधि (अनुकूलन) अधिनियम,1952 का राजस्थान अधिनियम संख्या 7) द्वारा राजस्थान के लिए यथानुकूलित भारतीय स्टाम्प अधिनियम, 1899 (1899 का केन्द्रीय अधिनियम संख्या 2) की धारा 9 की उप-धारा (1) के खण्ड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए राजस्थान सरकार, यह राय होने पर कि लोकहित में ऐसा किया जाना समीचीन है, इसके द्वारा अधिसूचना क्रमांक एफ.2(5)वित्त/ग्रुप-4/87 दिनांक 27.01.88 (समय-समय पर यथा संशोधित) व इस संबंध में पूर्व में जारी अधिसूचनाओं की अतिष्ठित करते हुए राज्य सरकार यह अतिष्ठित राय होने पर कि ऐसी बीमार औद्योगिक इकाइयों जिन्हें भारतीय रिजर्व बैंक, आई.डी.बी.आई/सिडबी द्वारा परिभाषित बीमार इकाई को ध्यान में रखते हुए, केन्द्रीय या राज्य स्तरीय वित्तीय संस्थान द्वारा या संबंधित जिला उद्योग केन्द्र के महाप्रबंधक द्वारा प्रमाणित किया जाए अथवा ऐसी औद्योगिक इकाइयों जिनको राजस्थान वित्त निगम अथवा रीको द्वारा राज्य वित्त निगम अधिनियम की धारा 29 के अन्तर्गत अधिगृहित किया गया हो, के हस्तान्तरण के लेख्य-पत्रों पर इस अधिनियम के अधीन प्रभार्य मुद्रांक कर का परिहार किया जायेगा ।

सं.एफ 2(5) वित्त/कर/87-71
राज्यपाल के आदेश से,

ह/0
(के.सी.गुप्ता)
विशेषाधिकारी, वित्त (कर)

प्रतिलिपि निम्न को सूचनार्थ एवं आवश्यक कार्यवाही हेतु प्रेषित है :-

- 1.अधीक्षक, राज्य केन्द्रीय मुद्रणालय, जयपुर को आज के असाधारण राजपत्र भाग 4(ग) में प्रकाशनार्थ ।
- 2.महालेखाकार, राजस्थान, जयपुर
3. सचिव-प्रथम मुख्यमंत्री महोदया
4. निजी सचिव, वित्त मंत्री / उद्योग मंत्री
- 5.निजी सचिव, मुख्य सचिव/अतिरिक्त मुख्य सचिव(वित्त)/सचिव, वित्त (राजस्व)
6. सचिव, उद्योग विभाग, राज. जयपुर ।

7. प्रमुख प्रबन्ध निदेशक, रीको, राज. जयपुर ।
8. प्रमुख प्रबन्ध निदेशक, राजस्थान वित्त निगम, राज. जयपुर ।
9. महानिरीक्षक, पंजीयन एवं मुद्रांक विभाग, राज. जयपुर ।
10. निदेशक, सूचना प्रौद्योगिकी विभाग, राज. जयपुर ।
11. रक्षित पत्रावली ।

विशेषाधिकारी, वित्त (कर)

RAJASTHAN FINANCIAL CORPORATION

HO: UDYOG BHAWAN, TILAK MARG, JAIPUR-302005

Ref.No.RFC/F.Law-3/LPM(9)/7400

Dated: 6th Dec.,2003

CIRCULAR

(Conv. 6)

Sub: Safe custody of original loan documents- Double Lock System

In continuation to earlier PG Circular No. 1009 dated 19.06.2003 it has been noticed that the Circular issued on the subject is not being followed in its letter and spirit. Therefore, field officers are advised to first study the circulars issued on the subject, thoroughly before introducing the changed system of double lock in the Branch so that system is followed strictly and no cell is left, which may cause loss of the security of documents.

However, to make the guidelines prescribed in the circular more clear, attention of field officers are invited on the following points:-

- 1) The changed system of double lock was required to be implemented only after completion of verification of envelopes and writing of content slip for the documents being kept in the envelopes. Both the tasks are required to be completed simultaneously to the satisfaction and confirmation of the availability of all the envelopes and documents kept in such envelopes.
- 2) After the work of physical verification of the envelopes is completed and details of documents kept in the envelopes are written down in the contents slip in duplicate, as per the procedure prescribed only then the charge of the envelopes is required to be handed over to the officers who have been authorized to keep the keys and custody of envelopes according to PG Circular No. 1009 dated 19.06.2003. A charge report for handing over and taking over in detail is required to be prepared. If there is shortage of any envelope or documents kept in the envelope are missing, the same should be cross verified and after verification for loss FIR is required to be lodged, for which circular already exists. A copy of charge report is required to be sent to the DGM® and ED.

- 3) It has further been decided that while closing the office a slip, duly signed by Branch Manager and both the officer holding charge of the keys is to be pasted every day if the safe custody is opened on that day and the slip should be checked on the next day.
- 4) The custodian officers of the envelopes will only operate the almirah after making necessary entry in the envelope movement register i.e. R-7B after approval of Branch Manager. This Register R-7B will remain in the custody of the senior of the officers having custody of keys.
- 5) The Branch Manager and custodian officers of the envelopes will also ensure that proper entry has been made in the proper registers and all the envelopes of Branch Office have been given proper serial numbers. All the original documents received by the Branch Office from HO or other Branch Offices should be kept in the safe custody after verification of all documents, preparation of content slip of the documents kept in the envelope and after making necessary entry in the envelope register giving serial number on the envelope.

All filed offices are advised to adhere the circulars issued on the subject strictly without any lapses.

Sd/-
(J.P.VIMAL)
EXECUTIVE DIRECTOR

Encl. As above.

Copy to:

1. All ROs/BOs/ SOs
2. WZ, Jodhpur / DGM(A&I) Ajmer
3. Secy. to CMD/PS to ED

RAJASTHAN FINANCIAL CORPORATION

HO: UDYOG BHAWAN, TILAK MARG, JAIPUR-302005

Ref.No.RFC/F.Law-3/LPM(14)/7532

Dated: 24th Dec.,2003

CIRCULAR

(Conv. 7)

**Sub: Execution of documents in respect of assets
of the units located in RIICO Industrial
Areas sold by RFC/RIICO.**

In reference to the Circular No. IPI/P-5/A.G.Review/2002/405 dated 12.06.2002 issued by the RIICO (copy enclosed as **Annexure –‘A’**) the matter was taken up with the RIICO in reference to their earlier Circular No. legal/FDI/Gen/77/91 dated 16.06.1994.

This issue was already taken up and decided by the RFC & RIICO and Circulars were issued by both the institutions vide Circular No. RFC/Law-3/LPM(14)1502 dated 30.10.1995 (copy enclosed as **Annexure Colly ‘B’**).

In reference to the above referred Circular dated 12.06.2002 the matter was taken up with RIICO and RIICO vide its letter No. IPI/P-5/RIICO/RFC 2003/1008 dated 21.10.2003 (copy enclosed as **Annexure ‘C’**) has informed that on the receipt of registered documents and requisite charges for the transfer of plots and on receipt of NOC from the financial institutions, necessary changes should be incorporated in the RIICO’s record, as may be required under intimation to the concerned parties, as also to the financial institution. As such, there is no need of getting a fresh lease deed executed.

All concerned are advised to take note of the same.

Sd/-

(J.P.VIMAL)

EXECUTIVE DIRECTOR

Encl. As above.

Copy to:

1. All ROs/BOs/ SOs
2. DGM(A&I) Ajmer
3. Standard Circulation at HO

ANNEXURE 'A'

**RAJASTHAN STATE INDUSTRIAL DEVELOPMENT AND
INVESTMENT CORPORATION LTD., UDYOG BHAWAN, JAIPUR**

Ref.No. IPI/P-5/A.G.Review/2002/405

Dated 12th June, 2002

OFFICE ORDER

Sub: Execution of Lease Agreement by Allottees/Transferrees.

Several references have been made by the Accountant General (Audit)-II Rajasthan with regard to non execution of Lease Agreement in the cases of the allotment of plots and plots transferred by the Unit Offices in various industrial areas of the Corporation, which is causing revenue loss to the State Government.

Instructions in this regard have already been issued to all the Units Heads, vide the letters of even number dated 19.11.2001 and 05.04.2002 that all out efforts and pursuance with the allottees/transferrees for execution of Lease Agreement should be made failing which action for cancellation may be taken at the level of Units Heads.

The matter has again been reviewed and after considering over it, an assurance has been given to AG(Audit)-II that in such cases of allotment of plots/transfer of plots, execution of Lease Agreement with the allottees/transferees will be got done during the current financial year 2002-03.

All Sr. Dy.Gen.Managers/Sr.Regional Managers/Regional Managers (Unit Heads) are directed to take stock of such pending cases of allotments/transfers made upto 30.06.2002 and ensure that execution of Lease Agreement is done during the current financial year 2002-03 (latest by 31st March, 2003). The compliance report may be sent to the Advisor (Infra) latest by 31.03.2003.

In future cases of allotment/transfers made after 31.03.2002 all Units Heads shall ensure that similar action for execution of Lease Agreement is taken.

These instructions are to be complied with strictly and any laxity/deviation would be viewed seriously.

**Sd/-
(Rajesh Verma)
Executive Director)**

RAJASTHAN FINANCIAL CORPORATION

HO: UDYOG BHAWAN, TILAK MARG, JAIPUR-302005

Ref.No.RFC/F.Law-3/LPM(14)/1502

Dated: 30.10.1995

CIRCULAR

**Sub: Execution of documents in respect of assets
of the units located in RIICO Industrial
Areas sold by RIICO/RFC.**

Please find enclosed herewith the Circular No. Legal/FDI/Gen.77/91 dated 16.06.94 issued by the RIICO with regard to the execution of the documents in respect of the assets of the units located in RIICO Industrial Areas sold by RIICO/RFC.

In the cases where the sale of the immovable properties comprising lease hold land (allotted by RIICO) and buildings & structures constructed thereon of any industrial units is made by RIICO/RFC U/S 29 of the State Financial Corporations Act, 1951, the Regional Offices of the RIICO are insisting for execution of lease deed in favour of the purchaser in respect of plot of land of that industrial unit.

To avoid multiplicity of the title documents in respect of that particular plot of land, following decisions have been taken:-

- 1) An Agreement to Sell/Deed of Conveyance will be executed by RFC in favour of the purchaser and a copy of the original lease deed in respect of that particular plot would be made part of the Agreement to Sell/Deed of Conveyance.
- 2) A clause would also be incorporated in the Conveyance Deed/Agreement to Sell that the terms and conditions of the original lease deed and the provisions of RIICO (Disposal of Land) Rules, 1979, as amended from time to time, shall be binding and operative on purchaser of immovable properties of the Industrial Unit, and that the purchaser shall be entitled to enjoy the lease hold rights only for residual period of lease.

Immediately after execution of Agreement to Sell/Deed of Conveyance, a copy thereof will be sent to the office of the concerned Regional Manager, RIICO for making necessary entry in their record as no fresh lease deed will be executed in favour of the purchaser of immovable properties of the industrial unit for the same plot of land by the RIICO in such cases.

All concerned are advised to take necessary action accordingly.

Sd/-
(H.M.GUPTA)
GENERAL MANAGER(D)

Encl. As above.

Copy to:

1. All ROs/BOs/ SOs
2. Eastern & Western Zones of A&I)
3. Standard Circulation at HO

RAJASTHAN STATE INDUSTRIAL DEVELOPMENT AND INVESTMENT CORPORATION LTD., UDYOG BHAWAN, JAIPUR

No. Legal/FDI/Gen./77/91

Dated June 16, 1994

CIRCULAR

**Sub: Execution of documents in respect of assets
of the units located in RIICO Industrial
Areas sold by RIICO/RFC.**

It has been observed that at the time of sale of assets (here the reference is only to the immovable properties comprising lease hold land allotted by RIICO and buildings and structures constructed thereon) of any industrial unit by RIICO/RFC Under Sec.29 of State Financial Corporations Act, 1951, our Regional Offices are insisting on the purchaser to also get a fresh lease deed executed in respect of plot of land of that industrial unit.

This procedure creates multiplicity of title documents in respect of that particular plot of land viz. original lease deed deposited with RIICO/RFC as security for loans, Agreement to Sell/Deed of Conveyance executed by RIICO/RFC in favour of purchaser, and the fresh lease deed executed by RIICO with the purchaser.

To overcome the problem it has been decided that whenever immovable properties, with or without other assets, of any industrial unit are sold by RIICO/RFC Under Sec. 29 of the State Financial Corporations Act, 1951, following procedure be adopted:-

- (i) An Agreement to Sell/Deed of Conveyance will be executed by RIICO/RFC in favour of the purchaser and a copy of the original lease deed in respect of that particular plot would be made part of that Agreement to Sell/Deed of Conveyance; and
- (ii) A clause would also be incorporated in the document that the terms and conditions of the original Lease Deed and the provisions of RIICO (Disposal of Land) Rules, 1979, as amended from time to time, shall be binding and operative on the purchaser of immovable properties of the Industrial Unit, and that the purchaser shall be entitled to enjoy the lease hold rights only for residual period of lease.

Immediately on execution of the Agreement to Sell/Deed of Conveyance by RIICO/RFC, a copy thereof will be sent to the office of the concerned Sr.Regional Manager/Regional Manager of RIICO for taking the name of new party on his record. No fresh lease deed will be executed in favour of the purchaser of immovable properties of the industrial unit for the same plot of land by the office of Sr.R.M./R.M., RIICO in such cases.

Sd/-
(PARVINDAR SINGH)
EXECUTIVE DIRECTOR

RIICO

Ref.No.IPI/P-5/RIICO/RFC(2003)1008

Dated: 21.10.2003

Shri J.P.Vimal
Executive Director
Rajasthan Financial Corporation
Udyog Bhawan, Tilak Marg,
JAIPUR.

**Sub: Execution of documents in respect of assets of the
units located in RIICO Industrial Areas sold by
RIICO/RFC.**

Dear Sir,

With reference to your letter No. RFC/F.Law-4/FAD/25/6557 dated 16.08.2003, RIICO Unit Heads have been instructed, that on the receipt of registered documents and requisite charges for the transfer of plots and on receipt of NOC from the financial institutions, necessary changes should be incorporated in the RIICO record, as may be required under intimation to the concerned parties as also to the financial institution.

As such, there is no need of getting a fresh lease deed executed in the cases of transfer of plots or change in the constitution. The lease deed can be executed in favour of the transferee of the sub-divided plots to whom part land has been transferred.

This is for your information, further necessary action.

Thanking you,

Yours faithfully,

Sd
(R.K.Sharma)
Executive Director

RAJASTHAN FINANCIAL CORPORATION

HO: UDYOG BHAWAN, TILAK MARG, JAIPUR-302005

Ref.No.RFC/F.Law-3/LPM(10)/7608

Dated: 06.01.2004

CIRCULAR

(Conv. 8)

**Sub: Execution of Documents for Credit Linked Capital
Subsidy Scheme for Technology Upgradation of the
Small Scale Industries.**

As you are aware that the Corporation has decided to adopt the Credit Linked Subsidy Scheme for Technology Upgradation of the Small Scale Industries introduced by the Government of India and a PG Circular No. 1029 dated 22.11.2003 has already been issued by the Finance Section through which the complete brochure of the scheme and the operational guidelines for implementation of the Scheme with the draft of Agreement to be executed between the beneficiary unit and the Corporation under the said Scheme has been circulated.

To safeguard the interest of the Corporation and to invoke the penal clause for recovery of subsidy under the said scheme it has been decided that while executing the documents under the said scheme we have to create mortgage/charge on the assets of the borrower (beneficiary) and necessary amendments/additions in the standard draft of the Loan Agreement will be made as under:-

- a) At page 2 of the Loan Agreement following line will be inserted in line No. 8 of the para three between words “modernization” and “of its industrial unit.....”:-

“and Rs.....(Rupees.....only)
under.....
(name of scheme)

- b) At page 2 of the Loan Agreement following line will be inserted in line No. 5 of the para four before the words “subject to admissibility.....”:-

“and.....
(name of scheme)
of Rs.....(Rupees.....only)”

- c) At page 3 of the Loan Agreement a new sub-clause (vi) will be added after the existing sub-clause (v) in para one as under:-

“vi).....
(name of scheme)

Rs.....(Rupees.....only)
For.....(purpose).”

- d) At page 4 of the Loan Agreement a new sub-clause (v) in Clause 2 will be added after the existing sub-clause (iv) of Clause 2 as under:-

“v)That the loan/subsidy sanctioned under.....
(name of scheme)

Shall be disbursed as per terms of the Scheme and the terms and conditions as stipulated in the sanction letter.”

- e) At page 11 a new sub-clause (xv) in Clause 12 will be added after the existing sub-clause (xiv) of Clause 12 as under:-

“(xv) That the borrower hereby also agrees that breach of any of the terms and conditions of Agreement executed by the borrower as beneficiary for financial assistance under Credit Linked Capital Subsidy Scheme for Technology Upgradation of the Small Scale Industries (CLCSS) shall be treated as the breach of terms and conditions of the loan documents giving right to the Corporation for recovery of the entire loan/subsidy from the borrower and to proceed legally against the borrower. The borrower hereby also agree as under:-

- a) that the government assistance/subsidy will not be utilized for the purposes other than for which it has been sanctioned and no deviation will be made;
- b) that in case it is found that Capital Subsidy from the Government/SIDBI/Corporation has been availed on the basis of any false information, the borrower shall be liable to refund the Government Capital Subsidy availed alongwith the interest to be charged from the date of disbursal to the date of refund for which the rate of interest shall be the prime lending rate of the Rajasthan Financial Corporation at the time of invoking this penal clause.”

In addition to above necessary amendment/addition will also be made in the rest of documents to incorporate the name of the subsidy scheme and amount of loan/subsidy accordingly.

All concerned are advised to make a note of above.

Sd/-
(SANJAY DIXIT)
CHAIRMAN & MANAGING DIRECTOR

Copy to:-

4. All ROs/BOs/SOs
5. GM(WZ) Jodhpur/DGM (A&I), WZ, Ajmer
6. Standard Circulation at HO

RAJASTHAN FINANCIAL CORPORATION

HO: UDYOG BHAWAN, TILAK MARG, JAIPUR-302005

Ref.No.RFC/F.Law-3/LPM(10)/7926

Dated: 13.02.2004

CIRCULAR

(Conv. 9)

Sub: Execution of Documents- Scheme for Working Capital Term Loan with the facility of deposit and withdrawal Through pass-book.

The Corporation is operating Schemes to provide Working Capital Term Loans to the good borrowers and new entrepreneurs. With a view to provide flexibility in these schemes and to widen the scope of these schemes, a new scheme was circulated vide PG Circular No. 1002 dated 13.05.2003.

References are being received from the branches for guidance with regard to making necessary additions/amendments/modifications in the standard draft of Loan Agreement required to be executed under the above Scheme.

Accordingly while executing the loan documents under the said Scheme, following modifications/amendments/additions in the standard draft of the Loan Agreement need to be made:-

- I) The Interest Clause at page 4 bearing condition No. 3 of loan agreement will be substituted as under:-

3....RATE OF INTEREST

3(i) The Borrower shall pay interest @.....% p.a. on quarterly basis which shall fall due on the 1st day of April, July, October and January beginning after 3 months from the date of 1st disbursement.

3(ii) LIQUIDATED DAMAGES

(A) On Principal Overdue

Liquidated damages @.....% shall be charged over and above aforesaid rate of interest as the case may be on the amount of default for the period of default to be calculated as per repayment period provided there are overdue as on 31st March of financial year.

(B) On Interest Overdue

Liquidated damages @.....% shall be charged over and above aforesaid rate of interest as the case may be on the amount of interest overdue for the period of default on quarterly basis.

3(iii) (A) The borrower hereby further agrees and authorizes the Corporation to charge interest at such higher rate as may be reviewed and revised by the Corporation from time to time consequent upon change in the rate of interest by IDBI/SIDBI etc. on refinance against the aforesaid loan.

(B) The borrower hereby also agreed to pay the interest tax and all other levies as may be made applicable by the Govt. from time to time during the currency of aforesaid loan.

3(iv) **REBATE**

No separate rebate is allowed for timely payment.

3(v) No prepayment premium shall be charge on prepayment.

3(vi) **PROCESSING CHARGES**

Service Charge @ 1% p.a. shall be charged over and above the interest to be due on quarterly basis alongwith the interest on interest due rates.

II) Clause relating to the Repayment period at page 4 & 5 bearing condition No. 4 of loan agreement will be substituted as under:-

4. REPAYMENT PERIOD

(i) The loan shall be repayable inyears in quarterly installments including.....months moratorium period. The first installment shall fall due on the 1st day

(ii) The repayment period will be extended automatically by the number of installment replenished during the currency of loan.

III) The existing clause No. 13 (viii) of loan agreement relating to the pre payment will be deleted.

IV) Following conditions are also required to be incorporated in the **FIRST SCHEDULE** of the Loan Agreement at page 15 as well as

the SECOND SCHEDULE of the Letter of Hypothecation of Tangible Moveable Property to secure loans at page 25:-

i) CAPITAL

The concern shall bring in Rs.....lacs as promoter's contribution by way of capital unsecured interest free loan of internal accruals over and above existing level of capital, unsecured interest free loan as on.....

ii) REPLENISHMENT OF LOAN

The borrower may avail in-built facility of replenishment 2 times only before original LDR i.e.....The rate of interest for replenishment shall be as per the interest clause mentioned as above irrespective of present rate of interest.

iii) DRAWING AND DEPOSITING FACILITY

The borrower is allowed to withdraw and deposit the amount of Working Capital Term Loan (WCTL) as many times as per the requirement subject to the condition that in any case as on date of withdrawal the outstanding balance including withdrawal in the account shall not exceed principal not due as per repayment schedule.

iv) FREEZING OF OPERATION

The facility of flexibility in operation shall stand seized till such time the overdue interest is paid by the borrower.

v) TRANSACTION FEE

The borrower shall deposit transaction fee @ Rs. 25/- for each deposit and withdrawal (excluding entries related to repayment schedule) on the first date of the next quarter.

vi) MAINTENANCE OF PASS-BOOK

Every borrower will get a pass-book issued having basic information of borrower. The borrower shall ensure at the time of every withdrawal and deposit the entries have been made in the pass-book by the Branch Office.

vii) PURPOSE

The loan granted by the Corporation shall only be utilized for Working Capital Requirement of the unit.

viii) INSURANCE

- (a) The Stocks of raw material, finished goods in process, consumable stores and spares shall be kept insured by the borrower at his own cost.
- (b) The borrower shall keep insured its fixed assets at his own cost.

In the above scheme following units are covered for financing against Working Capital Term Loan:-

- i) Good Borrowers/Potential Good Borrowers eligible under the existing WCTL Scheme;
- ii) Units eligible under non-assisted unit (NAU) Scheme for WCTL; &
- iii) New units or existing units eligible for WCTL under Single Window Scheme to Tiny and SSI units.

Therefore, while executing the loan documents for the loans sanctioned under the Scheme Branch will also ensure that all terms and conditions have also been incorporated which is required to be incorporated in the particular scheme in which the unit is covered.

In addition to above necessary amendment/addition will also be made in the rest of documents to incorporate the name of the said scheme accordingly.

All concerned are advised to make a note of above.

Sd/-
(J.P.VIMAL)
EXECUTIVE DIRECTOR

Copy to:

- 1. All ROs/BOs/ SOs
- 2. GM(WZ) Jodhpur/DGM(A&I), WZ, Ajmer
- 3. Standard Circulation at HO

RAJASTHAN FINANCIAL CORPORATION

HO: UDYOG BHAWAN, TILAK MARG, JAIPUR-302005

Ref.No.RFC/F.Law-3/LPM(10)/8007

Dated: 24.02.2004

CIRCULAR **(Conv. 10)**

Re: Modification in the Loan Agreement.

Attention is invited towards Circular No. Conv.1 dated 10.10.2002 regarding modification in the Loan Agreement, all branches and concerned were advised that while executing the loan agreement in proviso (c) of last para of condition No. 14 at page 13 of the printed set of Loan Agreement should be modified as under:-

“(c) To make an application under section 32-G of State Financial Corporations Act, 1951 to the State Government or such authority for issuing a certificate for recovering of amount due, as an arrear of land revenue, under the Rajasthan Land Revenue Act, 1956.”

All concerned are again directed to ensure that while executing the loan documents with the borrowers the above condition shall be modified in the Loan Agreement in place of existing condition. Any laxity in this regard shall be viewed seriously.

All are advised to make strict compliance of it.

Sd/-
(J.P.VIMAL)
EXECUTIVE DIRECTOR

Copy to:

1. All ROs/BOs/ SOs
2. GM(WZ) Jodhpur/DGM(A&I), WZ, Ajmer
3. Standard Circulation at HO

RAJASTHAN FINANCIAL CORPORATION
HO: UDYOG BHAWAN, TILAK MARG, JAIPUR-302005

Ref.No.RFC/F.Law-3/LPM(10)/698

Dated: 20th July, 2004

CIRCULAR
(Conv. 11)

Re: Effect of reduction in rate of interest

We are receiving queries from the field offices as to whether the execution of Deed of Modification is necessary in the case where rate of interest is reduced by the Corporation.

It has been considered and decided that in the cases where loan documents have already been executed on higher rate of interest and thereafter on account of issue of PG Circulars with regard to reduction in rate of interest particularly giving retrospective effect, execution of Modification Deed may not be required as decision for reduction in rate of interest is in the overall interest of the borrowing concern.

It has, therefore, been decided that in the cases in which loan documents have already been executed on the higher rate of interest and effect of reduced rate of interest is to be given on account of reduction in rate of interest then in such cases execution of Deed of Modification with regard to reduction in the rate of interest is not required.

All concerned are advised to take a note of above and ensure compliance.

Sd/-
(NAVEEN MAHAJAN)
EXECUTIVE DIRECTOR

Copy to:

1. All ROs/BOs/ SOs
2. GM(WZ) Jodhpur/DGM(A&I), WZ, Ajmer
3. Standard Circulation at HO
4. All Nodal Officers of the Region

RAJASTHAN FINANCIAL CORPORATION
HO: UDYOG BHAWAN, TILAK MARG, JAIPUR-302005

Ref.No.RFC/F.Law-3/LPM(5)/1105

Dated: 31st August, 2004

CIRCULAR
(Conv. 12)

Re: Monitoring/Review of Documentation Work.

While reviewing the performance of the Corporation with regard to gap between sanction/documentation/disbursement, CMD has desired that gap between the sanction and disbursement should be reduced by expediting the early documentation. The Branch Manager should monitor each and every case pending for documentation and should ensure that documents are executed within 30 days from the date of issue of sanction letter.

If in any case, the documents are not executed within 30 days from the date of issue of sanction letter, all the cases with specific reasons for delay in documentation should be reported to head office. This report should reach to DGM(Law) in the first week of each month with status of the pending cases as at the close of the previous month. Proforma of Monthly Return required to be sent to head office is enclosed.

All concerned are advised to make note of above.

Sd/-
(NAVEEN MAHAJAN)
EXECUTIVE DIRECTOR

Encl: as above

Copy to:

1. All ROs/BOs/ SOs
2. GM(WZ) Jodhpur/DGM(A&I), WZ, Ajmer
3. Standard Circulation at HO

RAJASTHAN FINANCIAL CORPORATION
BRANCH OFFICE :

LIST OF CASES – DOCUMENTS NOT EXECUTED WITHIN 30 DAYS FROM THE DATE OF ISSUE OF SANCTION LETLTER
(Statement required to be drawn on close of each month)

S No.	Name of the Unit	Dt.of issue of sanction letter	Amt. of Sanction	<u>Service Charges Deposited</u> Date	Amount	Reasons of pendency	Remarks
1	2	3	4	5	6	7	8

RAJASTHAN FINANCIAL CORPORATION
HO:UDYOG BHAWAN,TILAK MARG, JAIPUR-302005

Ref.No.RFC/F.Law-3/LPM(6)/1451

Dated: 11.10.2004

P&G CIRCULAR
(Conv. 13)

Sub: Extension of validity of sanction

Attention is invited to P&G Circular No. 875 dated 20.08.2000 and P&G Circular No. 978 dated 07.08.2002 regarding powers for extension of validity period of sanction. For the purpose of execution of loan documents presently, the sanction remains valid for a period of six months and if the loan documents are not executed within a period of six months from the date of communication of sanction, the sanction lapses automatically.

While reviewing the performance of the Corporation with regard to gap between the sanction/documentation/disbursement, it has been observed that some of the entrepreneurs are lingering on execution of loan documents pleading one or another reason. With the intention to control the effective commitments and to increase the disbursements substantially, it has been decided that if the loan documents are not executed within three months from the date of communication of sanction, the sanction would lapse automatically. However, if the circumstances so warrant, sanction can be revalidated after deposition of the prescribed processing charges as per the delegated authority as indicated below, irrespective of loan amount sanctioned.

S.No.	Extension (After expiry of three months)	Approving Authority	Processing Charges
1.	For extension of validity for three months (beyond 3 months but upto 6 months)	Branch Manager	0.2% of the sanctioned loan amount
2.	For extension of further three months (beyond six months but upto nine months)	DGM(R)	0.2% of the sanctioned loan amount

3.	For extension of further nine months (beyond nine months but upto 18 months)	ED	0.25% of the sanctioned loan amount
4.	For extension beyond Eighteen months	CMD	0.5% of the sanctioned loan amount

Accordingly, following may be substituted at para no. 8.1 of Chapter LD-1 of P&G:-

“8.1: For the purpose of execution of loan documents, the sanction shall be valid for a period of three months and if the loan documents are not executed within a period of three months from the date of communication of the loan, the sanction would lapses automatically. However, if the circumstances so warrant, this sanction can be revalidated by the delegated authority as indicated below irrespective of loan amount.”

S.No.	Extension (After expiry of three months)	Approving Authority	Processing Charges
1.	For extension of validity for three months (beyond 3 months but upto 6 months)	Branch Manager	0.2% of the sanctioned loan amount
2.	For extension of further three months (beyond six months but upto nine months)	DGM(R)	0.2% of the sanctioned loan amount
3.	For extension of further nine months (beyond nine months but upto 18 months)	ED	0.25% of the sanctioned loan amount
4.	For extension beyond Eighteen months	CMD	0.5% of the sanctioned loan amount

All concerned are advised to take note of above and ensure compliance of the same.

Sd/-
EXECUTIVE DIRECTOR

Copy to:

1. All ROs/BOs/ SOs
2. GM(WZ) Jodhpur/Eastern & Western Zones of A&I
3. Standard Circulation at HO

RAJASTHAN FINANCIAL CORPORATION
HO:UDYOG BHAWAN,TILAK MARG, JAIPUR-302005

Ref.No.RFC/F.Law-3/LPM/10/2447

Dated: 03.03.2005

P&G CIRCULAR
(Conv. 14)

Sub: **Personal Guarantee for security of RFC's Loan**

In the cases where the loan is sanctioned by the Corporation with the condition that the promoter-director or some third person(s) shall furnish their personal guarantee for security of loan of our Corporation the procedure for obtaining guarantee is prescribed in Chapter LD-1 of our P&G at para no. 7.1(b) at page 293.

In the said para it is clearly mentioned that the Guarantee Deed shall be taken in the prescribed proforma no. RFC:Leg-8 and there is no pre-condition to obtain any Affidavit from the Guarantor(s) in respect of their immovable property but in some of cases it is observed that auditors have made audit para for not taking Affidavit along with the Deed of Guarantee for security of loan of RFC.

The provision made above is divided into two parts one is the guarantee made by the promoter-director and other by the third party guarantee. Now if the finance is being made to the company then all the directors of the Company have to furnish their guarantee in respect of the facts that they possess any immovable property on the date of sanction of loan or not. Sometime directors are taken to broadbase in the Board of Directors of the Company because of technical/legal requirements while appraising the case, the technical directors are sometimes excluded from the guarantee also. Accordingly, the Guarantee Deed need to be taken in Proforma No. RFC-Leg-8.

In the cases where the loan has been sanctioned with the condition to have third party guarantee or while stipulating this condition the background and worth of the guarantor has been assessed then copies of documents of the property owned by him is to be taken for our record and need to be kept in envelope. If the guarantor is having agriculture land then certified copy of the Sale Deed/Records of Rights may be obtained and kept in the envelope.

In the cases where third party guarantor is having sufficient immovable property and does not have title deed of the property, the same can be accepted if the Branch Manager satisfied that the guarantor is the actual owner of the property and in these cases even without copies of the title deeds the guarantee can be accepted at the satisfaction of the Branch Manager.

Accordingly, in the cases where the guarantee is taken of the directors of the Company because of they being directors in the company, there is no requirement of taking any affidavit from the guarantor while executing Guarantee Deed.

All concerned are advised to take note of above and ensure compliance.

Sd/-
(ASHWINI BHAGAT)
EXECUTIVE DIRECTOR

Copy to:

1. All ROs/BOs/ SOs
2. GM(WZ) Jodhpur/DGM(A&I), WZ, Ajmer
3. Standard Circulation at HO

RAJASTHAN FINANCIAL CORPORATION
HO: Udyog Bhawan, Tilak Marg, C-Scheme, Jaipur-302 005

Ref.No. RFC/F.Law-10/BC/TE/28/4397

Dated: 31 Oct., 2005

CIRCULAR
(Conv. 15)

**Sub: Examination of title documents pertaining to Free
hold Land and Mortgage of Mining Lease**

Attention is invited towards O&M Circular No. 523 dt. 20.01.2000 vide which powers were delegated to the Branch Managers to get the documents of freehold property examined with the help of panel Advocate, similarly vide PG Circular No. 788 dt. 24.10.98 detailed guidelines were also prescribed with regard to mortgage of Mining Lease.

It is reiterated that both the above circulars are crystal clear on the subjects even then Branch Offices are making reference to HO for examination of title deeds, therefore, all the field offices are directed to ensure proper follow up of the guidelines prescribed on the subjects to avoid delay in sanction/disbursement.

All concerned are advised to make a note of the above and avoid unwarranted delay in sanction/disbursement.

Sd/-
(Karni Singh Rathore)
Chairman & Managing Director

Copy to:-

7. All ROs/BOs/SOs
8. Western Zone of A&I
9. Standard Circulation at HO

rfc
RAJASTHAN FINANCIAL CORPORATION
HO: UDYOG BHAWAN, TILAK MARG, JAIPUR-302005

Ref.No.RFC/F.Law-4/GAD(58)/1443

Dated: 9th June, 2006

CIRCULAR
(Conv. 16)

**Sub: Safe custody of Loan Documents executed –Crash Programme
for physical verification of contents kept in safe custody**

Earlier vide O&M Circular No. 557 dated 06.07.2001 all the Branch Offices were directed to carry out physical verification of original documents kept in safe custody and in case documents are found missing the Branch Managers were advised to lodge FIR with the Police Station after conducting Preliminary Enquiry within two days.

As the matter of safe custody of Loan Documents are of great significance and a period of about five years has been passed carrying out physical verification, hence it has been decided to again carry out the physical verification of the original documents in the field offices including HO on the lines of the O&M Circular under reference.

All the Branch Managers are, therefore, advised to again carry out physical verification of original documents kept in safe custody on the lines of the above said O&M Circular by constituting a team of atleast two officers.

All the concerned are advised to ensure strict compliance of this Circular, failing it shall be viewed seriously. Compliance and outcome of inspection with follow-up action taken be reported by 31st July, 2006 in confidential covers addressed by name to the Incharge (Law), HO.

Sd/-
(Karni Singh Rathore)
Chairman & Managing Director

Copy to:

1. All ROs/BOs/ SOs
2. DGM(A&I), WZ, Ajmer
3. Standard Circulation at HO

rfc
RAJASTHAN FINANCIAL CORPORATION
HO : Udyog Bhawan, Tilak Marg, C-Scheme,Jaipur -302 005

Ref. No. RFC.F.Law-3/LPM/10/2740

Dated 26 Oct., 2006

CIRCULAR
(Conv. 17)

**Re: Modified draft of Tripartite Agreement
for creation of 2nd Charge**

This is in supersession to all earlier O&M Circulars issued from time to time regarding execution of Tripartite Agreement.

After discussions in the State Level Inter-Institutional Committee (SLIIC) it has been decided to modify the existing draft of Tripartite Agreement, which is required to be entered into among the Borrower, Banks and RFC in the cases where second charge on mortgaged assets is granted by RFC to banks for securing their working capital assistance/financial assistance sanctioned to borrower of RFC. The modified draft of Tripartite Agreement is enclosed.

All concerned are, therefore, advised that henceforth the modified draft of Tripartite Agreement will be taken in use while executing documents of second charge in favour of bank(s) for securing their working capital/financial assistance on second charge basis.

Sd/-
(S.K. AGARWAL)
EXECUTIVE DIRECTOR

Encl: as above

Copy to:

- 1) All ROs/BOs/SOs/A&I(WZ),Ajmer
- 2) Standard Circular at HO

rfc
RAJASTHAN FINANCIAL CORPORATION
HO: UDYOG BHAWAN, TILAK MARG,
C-SCHEME, JAIPUR-302 005

Ref. No.RFC/F.Law-3/LPM/17/295

Dated: 4th May,2007

CIRCULAR
(Conv. No. 18)

**Reg: Acknowledgement of RFC loan and securities from
the Borrowers/Guarantors/Mortgagor-Guarantors**

It has been decided that henceforth Letter of Consent/ Confirmation/Acknowledgement will be obtained from the Borrower and also from the Guarantor(s)/ Mortgagor-Guarantor(s) every year after execution of loan documents/guarantee deed/documents of collateral security, in the prescribed proforma enclosed herewith, so that the limitation period may be renewed/extended and we may be able to recover the dues of the Corporation effectively.

All concerned are advised to ensure strict compliance of this Circular and to ensure that recovery action should be taken before expiry of limitation period.

Sd/-
(S.K. AGARWAL)
EXECUTIVE DIRECTOR

Encl. As above.

Copy to:

1. ROs/BOs/SOs/A&I (WZ) Ajmer
2. Standard Circulation at HO

LETTER OF CONSENT/CONFIRMATION FROM BORROWER
(to be stamped as an agreement)

Place:

Date :

The Branch Manager
Rajasthan Financial Corporation
.....

Dear Sir,

Rajasthan Financial Corporation has sanctioned a loan of Rs...../-
(Rupeesonly) to my/our concern/
firm/company M/s.....and I/We have
executed loan documents and created mortgage in favour of Rajasthan
Financial Corporation (RFC) onin security of above
loan by mortgaging/hypothecating all the fixed assets (land, building,
plant & machinery situated at

I/We hereby confirm and acknowledge my/our indebtedness in respect
of our above said loan and further acknowledge that the loan is
secured in the manner stated above and that the aforesaid documents
of security and the equitable mortgage by deposit of title deeds
created on are in full force and effect and that the security
there under is also in full force and effect.

For M/s.....

()
Sole Proprietor/Partner/Director

(Revenue Stamp) mp) Duly signed

LETTER OF CONSENT/CONFIRMATION FROM GURANTOR
(to be stamped as an agreement)

Place:
Date :

The Branch Manager
Rajasthan Financial Corporation
.....

**Reg: RFC term loan of Rs...../- granted to
M/s.....(Borrower)**

Dear Sir,

Rajasthan Financial Corporation has sanctioned a loan of Rs...../-
(Rupeesonly) to M/s.....
(Borrower) and Borrower has executed loan documents and created
mortgage in favour of Rajasthan Financial Corporation (RFC) on
.....in security of above loan by mortgaging/hypothecating
all the fixed assets (land, building, plant & machinery situated at
.....

The Borrower has been availing the loan from the Rajasthan Financial
Corporation as abovesaid. The above loan, inter alia, has/have been
guaranteed by me/us. I/We have also secured the outstanding in
respect of the above loan by me/our vide guarantee deed
dated.....and by mortgage/hypothecation of our immovable
properties/assets situated atvide documents
of collateral security dated

The Borrower and I/We, as guarantors have rectified the irregularity.

Keeping in view the above, the Corporation has agreed to restore the
operations in the Account/s. As such, the Borrower and the
Corporation have entered into Supplementary Agreement/s
dated..... I/We give consent to the arrangement as above
said, as per the Supplementary Agreement/s dated.....

Contd. ...2

:2:

I/We agree that the Guarantee Deed dated.....and the documents of collateral security datedalready executed by me/us will continue to be in force and binding on us. I/We confirm and acknowledge that the mortgage/hypothecation security, as created/executed by me/us continues to be in force and secures the above loan availed/being availed by the Borrower.

Thanking you,

Yours faithfully,

GUARANTOR/MORTGAGOR-GUARANTOR

RAJASTHAN FINANCIAL CORPORATION
HO: UDYOG BHAWAN, TILAK MARG, JAIPUR-302005

Ref.No.RFC/F.Law-3/LPM(76)/5646

Dated: 03.05.2008

CIRCULAR
(Conv. 19)

Reg: Scanning of security documents.

Vide order No. RFC/Comp./08/01/1627 dated 04.03.2008 branch offices were authorized to purchase one Scanner for retaining the scanned copy of the original loan documents at BO level.

It is, therefore, enjoined upon that all the Branch Offices will undertake the work to utilizing the scanner for retaining the scanned copy of the original loan documents at BO level in the following manner:-

- i) Henceforth just after execution of loan documents all the loan documents alongwith all the title documents etc. kept in the original envelope will be scanned and will be kept in hard disk as well as in a separate Re-writable CD. A copy of the Re-writable CD of each case may be sent to HO (Tech. Section).
- ii) In Envelope Index Register a column may be inserted for the remarks that documents have been scanned with date of scanning against the name of each borrower.
- iii) Scanned of each case may be done in separate file of Computer bearing the same no. which is the number of original envelope so that the same may be traced out in future easily.
- iv) An index of scanned documents is also required to be maintained in the Computer itself.

Contd...2

- v) For the documents which have been executed in past is also required to be scanned for which a time bound system is required to be followed and BOs are hereby directed to complete the said job within a period of three months adopting the same norms which are to be followed for the present cases.

- vi) Monitoring of the above work will be done by HO(Tech. Section), hence BOs are directed to send their report HO (Tech. Section) accordingly.

All concerned are advised to make compliance of it.

Sd/-
(Pawan Arora)
Executive Director

Copy to:

1. All BOs/SOs
2. GM(WZ), Jodhpur/ DGM(A&I), WZ, Ajmer
3. Standard Circulation at HO

**RAJASTHAN FINANFCIAL CORPORATION
LAW SECTION: HEAD OFFICE**

Ref.No. RFC/F.Law-3/LPM/7/6861

Dated: 17.10.2008

**CIRCULAR
(Conv. 22)**

**Re: Unused Special Adhesive Stamps lying in the Branch
Offices/Head Office.**

It has been noticed that the branches are having unused special adhesive stamps affixed on the prescribed sets of our loan documents which are not being used for a long time and the amount of our Corporation is involved in the above stamps.

Now the Single Bench of Rajasthan Tax Board, Ajmer has passed the order dated 03.07.2007 in the application No. 2239/2006/Udaipur in the case of RFC Udaipur Vs. Collector, Stamps, Udaipur has directed the Collector, Stamps to refund the amount of unused Adhesive Stamps of Rs. 3554/- to the RFC, Udaipur and also stated that the above amount is refundable under section 60 of the Rajasthan Stamp Act, 1998 read with the rule 48 of the Rajasthan Stamp Rules, 2004.

In context to above, all concerned are advised to take necessary action to get refund of unused special adhesive stamps affixed on the prescribed sets of our loan documents lying with them which are not being used for a long time from the Office of the Collector, Stamps concerned with the help of above Order passed by the Rajasthan Tax Board, Ajmer. Copy of Order is enclosed for ready reference.

All concerned are advised to take note of it and take action accordingly.

sd/-

**(Pawan Arora)
Executive Director**

Encl. As above

Copy to:-

1. Standard Circulation at HO
2. All BOs/SOs
3. Eastern/Western/Central Zones of A&I, RFC

rfc
RAJASTHAN FINANCIAL CORPORATION
HO : Udyog Bhawan, Tilak Marg, C-Scheme, Jaipur -302 005

Ref. No. RFC.F.Law-3/LPM/10/6945

Dated 04.11 2008

CIRCULAR
(Conv. 23)

**Re: Guidelines for Execution of Loan documents in
Fast Track Loan Scheme for Existing Borrower**

Recently, the Corporation has introduced one new scheme for financing under Fast Tract Loan Scheme to Existing Borrowers and detailed guidelines has already been circulated vide P&G Circular No. 239 dated 06.10.2008. In point No. 11 of Annexure 'A' of the above circular it is mentioned that "separate guidelines shall be issued regarding execution of loan documents granted under the scheme".

The above loan will be given to the existing running financed units, therefore, the existing assets of the borrower will be mortgaged by way of further equitable mortgage and further hypothecation for security of loan to be financed under the said scheme and the loan will be treated as further loan to our existing borrower. In case of further loan there is no need to issue separate specific guidelines regarding execution of loan documents and branch may take necessary action for execution of loan documents under the scheme by creating further charge on the property of the borrower already mortgaged and hypothecated with the Corporation treating the above loan as further loan according to the terms and conditions of sanction letter as per norms of the Corporation.

All concerned are advised to take note of above.

sd/-
(Pawan Arora)
Executive Director

Copy to:

- 1) All ROs/BOs/SOs
- 2) Central & Western Zones of A&I
- 3) Standard Circular at HO

RAJASTHAN FINANCIAL CORPORATION
HO:Udyog Bhawan, Tilak Marg, C-Scheme, JAIPUR

Ref.No.RFC/F.Law-3/LPM/9/ 786/

Dated: 30.04.2009

CIRCULAR
(Conv- 27)

**Re: Release of Charge & return of all documents
to loanee concern duly discharged after the
repayment of entire dues of the Corporation**

It has been noticed that in the cases where all loan accounts of borrower have been squared up after repayment of entire dues by the borrower, the field offices are releasing only original title documents of the mortgaged property to RIICO/other institutions/concerned person but other documents viz. Loan Documents, Undertakings, Affidavits, NOC, documents relating to the Constitution of Borrower etc., which are of no use for the Corporation, are not being released & returned to the borrower but the same are kept in double lock safe custody for many years without justified reasons, due to which the Branch Offices are facing problem of space for new security documents.

Henceforth, to avoid the above problem, all field offices are advised to ensure that in the cases where the borrower has repaid entire dues of the Corporation and its all loan accounts have been closed and Corporation has not granted any second/pari-passu charge/any other charge against the fixed assets of said borrower in favour of other financial institutions/banks and no litigation/dispute is pending against the mortgaged assets of the borrower, then duly discharged all loan documents, Affidavits, Undertakings, Power of Attorneys, Deed of Guarantee, documents relating to the constitution of borrower etc. including all the original title documents of property mortgaged with the Corporation should be released and returned to the borrower entitled thereto after obtaining due acknowledgement/receipt and original receipt should be kept in the envelope for safe custody. Entry of release of documents should also be made in R-7 & R-8 register being maintained at Branch level.

All concerned are advised to take a note of above and ensure compliance.

Sd/-
(Pawan Arora)
Executive Director

Copy to:-

1. Standard Circulation at HO
2. All BOs/SOs/Eastern/Western/Central Zones of A&I

RAJASTHAN FINANCIAL CORPORATION
Head Office, Udyog Bhawan, Tilak Marg, C-Scheme, Jaipur-302005

Ref.No. RFC/F.Law-3/LPM/6/1639

Dated: 24.08.2009

CIRCULAR
(Conv. 28)

**Sub: Examination of title documents of property
offered for security of loan of the Corporation**

Vide Law-Conv. Circular No. 26 dt. 27.04.2009 it was directed that where officer of legal discipline is already posted the Branch Offices will ensure that loan application is forwarded alongwith the title examination report of Law Officer in respect of all properties offered for security of the Corporation's loan by way of primary security and/or collateral security giving clear indication about acceptability and marketability of title deeds of property in question. In the said Circular it was also directed that Loans Section (HO) should ensure strict compliance of the above guidelines and no file without having title examination report of concerned Branch Office is to be entertained.

It is noticed that Branch Offices are not making compliance of above Circular and loan files are being sent without the title examination report of Law Officer posted at Branch Office.

All concerned are advised to ensure the strict compliance of above Law-Conv. Circular No. 26 dt. 27.04.2009 while sending the loan applications to Loans Section, HO failing which disciplinary action may be taken in case of non compliance of directions.

Sd/-
(Pawan Arora)
Executive Director

Copy to:-

- 1) Standard Circulation at HO
- 2) All BOs/SOs
- 3) Eastern/Western/Central Zones of A&I, RFC