

Appendix XVII (ii), (Vide Article - 17.02)

Unified Depot Sale Conditions
for sale of timber, charcoal,
bamboos and firewood (in Depots
and in-situ) - modification of -

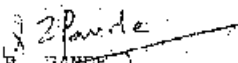
GOVERNMENT OF MAHARASHTRA,
Revenue and Forests Department,
Resolution No. TMR 1680/117241-CR. 937-III/P9,
Maustralaya, Bombay-400 032,
Dated: 29th April, 1986.

- Read:- (i) Government Resolution, Revenue and Forests
Department No. TMR-1677/128178/F5, dated 24th
September 1980,
(ii) Government Resolution, Revenue and Forests
Department, No. TMR-1680/117241-III-P9, dated 5th
October, 1981,
(iii) Chief Conservator of Forests's letter No. D-9/
TMR/C/841/76-77/9055 dated 9th January, 1981 and
10/93 dated 27th February, 1981.

RESOLUTION: With a view to ensuring smooth conduct of sales at
the forests depots and to remove financial hardship and
inconvenience caused to the timber and fuelwood traders, Govern-
ment was for sometime past considering as to whether further
modifications be made to certain conditions in the Unified Depot
Sale Conditions (for sale of timber, fuelwood charcoal & bamboos)
sanctioned by Government in their aforesaid Revenue and Forests
Department Resolution dated 24th September 1980 modified by their
aforesaid Resolution dated 5th October, 1981. After careful
consideration and also taking into consideration certain other
points Government is pleased to further modify the Unified Depot
Sale conditions (Type B as Annexure 'E') for sale of timber,
fuelwood, charcoal and bamboos in Depots and in-situ with effect
from 1st October, 1985.

2. These orders issue with the concurrence of the Law and
Judiciary Department (vide un-official reference No. 11148/Z,
dated 28th June, 1985 and Finance Department (vide its un-official
reference No. CR-103/EXP-10, dated 6th February, 1986).

By order and in the name of the Governor of Maharashtra,


(M.R. FANDE)
Desk Officer,
Revenue & Forests Department.

Accompaniment: Annexure 'E'.

Copy to:-

The Principal Chief Conservator of Forests, Maharashtra, (Pune), (3 copies).

The Chief Conservator of Forests (Production),
 Maharashtra State, Pune (5 copies),
 The Chief Conservator of Forests (Conservation),
 Maharashtra State, Pune, (5 copies),
 The Managing Director, Forests Development Corporation
 of Maharashtra Ltd., Nagpur,
 All Regional Manager, Forests Development Corporation of
 Maharashtra Ltd.,
 A: Divisional Managers of Forests Development Corporation of
 Maharashtra Ltd.,
 All Conservator of Forests,
 All Divisional Forests Officers and Sub-Divisional
 Officers of Independent Sub-Divisions,
 The Finance Department,
 The Law and Judiciary Department,
 The Accountant General, Maharashtra-II, Nagpur,
 The Desk Officer, F-1/F-2/F-3/F-6/F-5 and F-10 Desks
 of Revenue and Forests Department.
 The Select File, Desk F-9, Revenue & Forests Department.

ANNEXURE 'B'

Accompaniment to Government Resolution, Revenue and Forests Department No. TMR. 1680/117241-III-85, dated 29th April, 1986.

Unified Depot Sale Conditions

TERMS AND CONDITIONS OF SALE BY PUBLIC AUCTION OF TIMBER, FIREWOOD, CHARCOAL ETC. (IN DEPOTS AND IN-SITU)

PERIOD OF AUCTION :-

Timber/firewood/charcoal etc. in lots as described in the schedule hereunder written will be sold by public auction for and on behalf of the Government of Maharashtra by the Divisional Forest Officer/Sub-Divisional Forest Officer of Independent Sub-Division at _____ on the _____ day of _____ at _____ hrs in the following terms and conditions namely;

TERMS AND CONDITIONS OF SALE :

1. The act of 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 specifications of the material put up for auction are as laid down in the schedule hereunder written and are correct to the best 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 thereof.

EARNEST-MONEY DEPOSIT :

3(a). No person shall be allowed to bid unless he has prior earnest deposited with the undersigned in the manner hereinafter mentioned (an amount) as and by way of earnest money deposit, the amount calculated at the rate of 10 per cent of the amount upto which the bidder desires to bid.

Provided, However that the amount of earnest money to be deposited shall in no case be less than Rs.500/- (Rupees five hundred 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 any Government treasury in the State of Maharashtra or
- (ii) by a demand draft or a deposit at call in favour of the Divisional Forest Officer/Sub-Divisional Forest Officer of Independent Sub-Division concerned drawn by State Bank of India or any other Scheduled Bank on its branch there of, situated at the Head Quarters of the Treasury Sub-Treasury at.

(Note : * The name of the Treasury/Sub-Treasury shall be prescribed by the concerned Divisional Forest Officer/Sub-Divisional Forest Officer of Independent Sub-Division.)

** Provided, However, the ~~earnest~~ earnest money deposit may in cash at the discretion of the Officer holding the sale in exceptional circumstances be permitted to be accepted. 2)

- (c) The receipted treasury challan, bank draft or receipt of deposit at call shall be produced by the bidder before bidding, before the Divisional Forest Officer/Sub-Divisional Forest Officer of Independent Sub-Division or any person authorised by him in this behalf. The cash payments towards Earnest Money Deposit shall ^{be made} if permitted as aforesaid ~~be made~~ at the special counter provided at the place of auction sale, (subject to the condition stipulated in the proviso to condition No3(b) above).

2/-

(d) The earnest money deposited by the unsuccessful bidders shall if NOT forfeited prior thereto be refunded to them without interest as soon as practicable after the completion of the auction.

(e) In case of bidders who are successful, the amount of earnest money if NOT forfeited prior thereto shall be adjusted towards the amount of consideration payable by them therefor.

(f) No interest shall be payable in any case on the amount of Earnest Money.

PARTICULARS 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 any communication intended for them may be sent. Any change of address shall be promptly communicated by them to the Divisional Forest Officer/Sub-Divisional Forest Officer of Independent Sub-Division. 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/s/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 Forest Officer/Sub-Divisional Forest Officer of Independent Sub-Division. In the case of limited companies these conditions shall be

3/-

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 be 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 Government dues or who are Minors or persons of unsound mind.

7. If during the course of auction or at any time there-after it 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 Government 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 Forest Officer/Sub-Divisional Forest Officer of Independent Sub-Division 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 any 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 notwithstanding that it was/they were put up for auction.

4/-

- (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 Forest Officer/Sub-Divisional Forest Officer of Independent Sub-Division 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 (hereinafter 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 Forest Officer/Sub-Divisional Forest Officer of Independent Sub-Division to accept shall be accepted 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 Forest Officer/Sub-Divisional Forest Officer of Independent Sub-Division to accept and are therefore kept over for acceptance it shall be so stated in the bid sheet by the competent authority viz. the Conservator of Forests. In each such case the bidder shall remain bound by his bid until final orders are passed by the competent authority, 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 Forest Officer/Sub-Divisional

Forest Officer/Sub-Divisional Forest Officer of Independent Sub-Division or competent authority shall be conclusive proof of the contract.

(b) The result of the bids kept over for acceptance by the Conservator of Forests shall after such acceptance be published on the notice board of the office of the Divisional Forest Officer/Sub-Divisional Forest Officer of Independent Sub-Division or at the concerned depot and also separately intimated to the concerned successful bidder by the Divisional Forest Officer/Sub-Divisional Forest Officer in charge of Independent Sub-Division.

1. Once the bid is accepted, the timber the concerned forest produce shall lie in the depot entirely at the risk of the Auction Purchaser and the Government 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.

PAYMENTS:

12. The Auction Purchaser shall pay the amount of this 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 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 competent authority as the case may be. Provided, however, that if the Auction Purchaser makes payment of the said 1/4th sale price along with 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 there-with interest thereon at the rate of 18 per cent per annum from the date of auction/date of communication of acceptance by the Competent Authority as the case may be till payment is received.

(b) Balance 3/4th of the sale price along with the proportionate amount of the Forest Development Tax ~~to be paid~~

6/-

plus the entire amount of Sales tax in accordance with the provisions of Bombay Sales Tax Act 1959 (LI of 1959) as amended and in force for the time being alongwith the proportionate amount of the Forest Development Tax and all other taxes, rates and duties as are leviable thereon within six 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 3/4th the sale price plus Sales 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 thereon at the rate of 18 per cent per annum from the date of auction/date of communication of acceptance by the Competent Authority as the case may be till payment is realised.

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, Forest Development Tax and all other taxes, rates and duties 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 Forest Officer/Sub-Divisional Forest Officer of Independent Sub-Division may, without prejudice to any other rights remedies and powers of the Government, cancel such sale which has been accepted whereupon without prejudice to any other rights, remedies and powers of the Government, the amount deposited by the Auction Purchaser as Earnest Money and the said amount of 1/4th sale price and interest, if paid, shall forthwith stand forfeited to the Government. On cancellation of such sale the Divisional Forest Officer/Sub-Divisional Forest Officer of Independent Sub-Division shall in his absolute discretion if he so thinks fit, be entitled to

7/-

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 intimation to the Divisional Forest Officer/ Sub-Divisional Forest Officer of independent Sub-Division the sale price or three fourths of the sale price as the case may (defaulted amount) in full along with interest sales 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 Forest Officer/Sub-Divisional Forest Officer of independent Sub-Division shall set aside the cancellation of the sale^{and} permit the Auction Purchaser to remove the material sold to him as hereinafter provided in clause 14 hereof.

The Auction Purchaser shall be liable to pay to the Government in the event of resale the amount of the loss, if any, sustained by the Government 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 Forest Officer/Sub-Divisional Forest Officer of independent Sub-Division pay to the Government 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 the Government the Government shall be entitled to recover the same from the Auction Purchaser as arrears of land revenue.

14. The amount of consideration shall be paid into Maharashtra Government Treasury. For 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 Forest Officer/Sub-Divisional Forest Officer of Independent Sub-Division. The receipted challan shall be produced before the Divisional Forest Officer/Sub-Divisional Forest Officer of Independent Sub-Division/Depot Officer in proof of payment of consideration. The sale price can also be paid by a demand draft in favour of the Divisional Forest Officer/Sub-Divisional Forest Officer of Independent Sub-Division concerned drawn on the State Bank of India or any other scheduled Bank on its branch situated at the Headquarters of the Treasury/Sub-Treasury.....*

*Note : The name of H.Q. of Treasury/Sub-Treasury shall be prescribed by the concerned Divisional Forest Officer/Sub-Divisional Forest Officer of Independent Sub-Division.

DELIVERY OF MATERIAL :

15. After making full payment of the sale price, Sales Tax, Forest Development Tax and other taxes, rates and duties as are leviable thereon and interest, if any, as provided in condition 12 hereof 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 resale as the case may be shall make his own arrangements 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 to remove the material as aforesaid within the said period of 90 days the Auction Purchaser or the Purchaser on resale as the case may be shall thereafter not be entitled to remove the said material without obtaining the prior permission in writing of the Divisional Forest Officer/Sub-Divisional Forest Officer of Independent Sub-Division for which permission the Auction Purchaser or the Purchaser on

9/-

resale as the case may be shall apply to a week before the expiry of the said period of 30 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 cash the ground rent calculated at the rate of Rs. . . . per day per let for such entire further period.

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 entitled to do so without obtaining the prior permission in writing of the Conservator of Forests, 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 Conservator of Forests shall be final and binding on the Auction Purchaser or the purchaser as resale as the case may be.

16. If the sale is held at the beginning of the rainy season and the Auction Purchaser requests Government for grant of extension of time for removal due to various reasons, the period of rainy season which will be determined by the Divisional Forest Officer/Sub-Divisional Forest Officer of Independent Sub-Division may be excluded for the purpose of calculating the extension period.

17. No lot or part of a lot shall be allowed to be removed unless full payment in respect of that lot has been made and a Forest Pass for transportation of material is issued by a person duly authorised by . . . of the Deptt.

18. The removal shall be restricted to hours of day light and shall be allowed through the gate of the forest set apart for the

10/-

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 benchmark.

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 authorised agent and his signature in token of receipt of the material is obtained.

ACTION FOR BREACH OF CONDITIONS :

20. Notwithstanding the condition of resale, the Auction purchaser shall be liable to make good the loss sustained by the Government on account of his failure to discharge his obligations.

The amount of loss will be determined by the Divisional Forest Officer/Sub-Divisional Forest Officer of Independent Sub-Division as under :-

- a) the amount outstanding against the purchaser 'X' (i.e. the sale price)
- b) the amount realised, if any, on resale of the 'Y' material.
- c) the amount paid by the Auction Purchaser towards 'Z' EMB/Security Deposit/Advance in account of consideration.

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 prejudice any other rights remedies and powers of the Government 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 ~~of~~ of period for removal of material beyond 90 days from the date of auction/letter of communication of acceptance by the competent authority as the case may be on expiry of 90 days

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...11/-

er such extended period/s as the case may be the material shall revert to Government. The Auction Purchaser will have NO right over the left over material whatsoever after the said period and the Government will be entitled to dispose it of 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 moneys due to the Government on account of sale held under these conditions shall be deemed to be arrears of land revenue and may without prejudice to any other rights ^{ed} remedies and powers of Government be recover^{ed} by the Government 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 sales 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 Forest Officer/Sub-Divisional Forests Officer/ Sub-Divisional Forest Officer of Independent Sub-Division (after prior approval of the concerned Conservator of Forests) and the same will be ~~xxx~~ notified on the notice board of the Divisional Forest Officer/Sub-Divisional Forest Officer/ Sub-Divisional Forest Officer of Independent Sub-Division 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 ^{Principal} Chief Conservator of Forests/Chief Conservator of Forests (Production)/Chief Conservator of Forests (Conservation)/Additional Chief Conservator of Forests/concerned Conservator of Forests may without assigning any reason with hold/cancel any sale advertised, if it is so required in Government interest.

....12/-

DISPUTES AND DIFFERENCES :

25. In the event of any dispute or difference whatsoever 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 whatsoever arising out of it or in relation thereto or concerning the sale, the decision thereon of the Conservator of Forests, _____ Circle shall be final and binding on all the parties concerned.

Unified Depot Sale Conditions
For sale of timber, charcoal,
bamboo and firewood (in Depots
and in-situ) - modification of--

GOVERNMENT OF MAHARASHTRA
Revenue and Forests Department
Corrigendum No. TMR 117241/CR 937-III/P-9
Madhyalaya, Bombay 400 032.
Dated the 29th October 1986.

READ:- Government Resolution, Revenue and Forests Department
of even number dated the 29th April 1986.

Corrigendum

Following amendments may be carried out in the
Government Resolution of even number dated the 29th April 1986.

Annexure 'B'

Read

- | | |
|---|---|
| 1) In para 3(a) line 6 - provided | PROVIDED. |
| 2) In para 3(a) line 26 - provided | PROVIDED. |
| 3) In para 3(a) line 26 - provided,
However the earnest money deposit
may in cash at the discretion
of the officers holding the sale
in exceptional circumstances be
permitted to be accepted. | 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. |
| 4) Page 6 paragraph 12(a)
Line 14 - after the word "may be"
the word " <u>for late payment</u> "
should be added. | |
| 5) On page 7 line 3 following words
should be deleted, " <u>along with the
proportionate amount of Forest
Development Tax</u> ". | |
| 6) On page 7 line 12 after the word
"thereon" the words " <u>for the
late payment</u> " should be added. | |
| 7) On page 7 para 13(a) line 14
after the word "interest" the
word " <u>and Forest Development
Tax</u> " should be added. | |
| 8) On page 10 line No. 1
period of 30 days. | Period of 90 days. |

p.t.p.

4) Page 10 line 23 to
purchaser as

~~purchase~~ on.

By order and in the name of the Governor of Maharashtra,

(*M.R. Pande*)
(M.R. Pande)
Desk Officer,
Revenue and Forests Department.

Copy to:-

- The Principal Chief Conservator of Forests, Maharashtra State, Pune (5 copies).
- The Chief Conservator of Forests (Production), Maharashtra State, Pune (5 copies).
- The Chief Conservator of Forests (Conservation), Maharashtra State, Pune (5 copies).
- The Managing Director, Forest Development Corporation of Maharashtra Ltd., Nagpur.
- All Regional Manager, Forest Development Corporation of Maharashtra Ltd., Nagpur.
- All Divisional Managers of Forest Development Corporation of Maharashtra Ltd., Nagpur.
- All Conservators of Forests.
- All Divisional Forests Officers and Sub-Divisional Officers of Independent Sub-Divisions.
- The Finance Department.
- The Law and Judiciary Department.
- The Accountant General, Maharashtra-II, Nagpur.
- The Desk Officer, F-1/F-2/F-3/F-6/F-5 and F-10 Des of Revenue and Forests Department.
- The Select file, Desk N-9, Revenue and Forests Department.