

E-AUCTION PARTICIPATION FORM

e-Auction Id (FA00002432,2433)

To,

Dated.....

M/s Select E Auctioneer Pvt. Ltd.
301 & 302, Samrat Bhawan, A-7/8/9
Ranjit Nagar Commercial Complex,
Opp. Shadipur Metro Station, B/h
Satyam Cinema, New Delhi -110008

I/we the undersigned have physically inspected the salvage sale of **Fire damaged stock** belonging to **M/s Despark Electronics LLP** lying at **28, 30, 31, Gate No 211, BKT, Kamlabad Barhauhi, Lucknow.**

I/We hereby offer to purchase the following items as per the laid down procedure detailed in this form. I/We have gone through all Terms and Conditions applicable to the Auction and agree to comply with the same without any deviation whatsoever.

I/We hereby submit Earnest Money & Participation fee to participate in the E-Auction of the following category in favor of **M/s Select E Auctioneer Pvt. Ltd.** payable at Delhi:

S. No.	Item	Description	Participa tion Fee	DD No./ RTGS UTR No	Date	Bank Name
1	Air Conditioners & Washing Machine	Motors	1,000 + GST			
2	Led Tv's	Only Sheet Or Few Parts Available				
3	Refrigerators	Net, Compressor, Body Set, Side Body	1,000 + GST			
4	Geysers	Metal Tank				
5	MWO	Full Set Or Parts				
6	Air Conditioners	Outdoor Units w/o Motors				

If my / our bid is accepted, the balance amount after requisite adjustment of Earnest Money will be deposited as per the "Final Payment & Material Lifting Schedule" (Section 7 of T&C) given below.

Declaration: I/We declare that all the particulars given are true and correct.

Name of the Company (Buyer) :

Name of Person :

Email Id (for bidding) :

Address :

Cell No. :

PAN no. :

GST no. :

Thanking you,

Yours faithfully,

Signature

Seal

Enclosures:

- i) Terms and conditions of e auction & Sale seen and signed on every page.
- ii) Self-attested copies of Address Proof, Pan Card, and GST registration Certificate.

TERMS AND CONDITIONS

1. RESERVE E-AUCTION DETAILS

Reserve E-Auction Date: **17th January' 2025**

Bid Basis **Per kg basis.**

Eligibility: - All the registered buyers can participate in the bid at www.eauctioneer.in

2. SALVAGE DETAILS

Fire damaged stock belonging to **M/s Despark Electronics LLP.** Here in after referred to as Seller.

Category - 1							
S. No.	Items	Item Description/ Specification	Qty (kg)	Reserve price	EMD	Increment (Paisa)	Auction Date
1	Air Conditioners	Motors	12,800	Rs. 30/- per kg	Rs. 40,000	0.20	17 th January' 2025 (3:00 pm to 4:00 pm)
2	Washing Machine						
Category - 2							
S. No.	Items	Item Description/ Specification	Qty (kg)	Reserve price	EMD	Increment (Paisa)	Auction Date
1	Led Tv's	Only Sheet Or Few Parts Available	12,200	Rs. 30/- per kg	Rs. 36,000	0.20	17 th January' 2025 (4:30 pm to 5:30 pm)
2	Refrigerators	Net, Compressor, Body Set, Side Body					
3	Geysers	Metal Tank					
4	MWO	Full Set Or Parts					
5	Air Conditioners	Outdoor Units w/o Motors					

3. INSPECTION DETAILS

Fire damaged stock can be inspected from 9th January' 2025 onwards lying at 28, 30, 31, Gate No 211, BKT, Kamlabad Barhauili, Lucknow, only after taking prior appointment with:

Ms. Pritishiya Massey (SEA)
Mr. Ajay Sharma (SEA)
Mr. Anil Vaish
Mr. Razzaq Hussain

Mobile No. 09990224177
Mobile No. 09911999047
Mobile No. 09236405688 (Primary)
Mobile No. 07007022641

4. EARNEST MONEY DEPOSIT (EMD) and PARTICIPATION FEE INFORMATION

4.1 Interested buyers can pre-qualify themselves for participation in the Auction by paying **EMD Amount and Participation Fee by way of Demand Draft/RTGS in favor of M/s Select E-Auctioneer Pvt. Ltd.** Both the payments and Auction Form complete in all respect are to be deposited **latest by 15th January' 2025** at the **e-Auctioneer Office** at:

**Select E Auctioneer Private Limited,
301-302, Samrat Bhawan, A-7/8/9, Ranjit Nagar Commercial Complex,
Opposite Shadipur Metro Station, B/h Satyam Cinema,
New Delhi -110008, Office no. – 011-42644167,**

OR

in the account of the M/s Select E Auctioneer Pvt Ltd. as under: -

**Company Name & Address : Select E Auctioneer Pvt Ltd.
Bank Account No. : 033205004296
Bank Name & Address : ICICI Bank, W-2/6, West Patel Nagar, New Delhi
(India)- 110008
IFSC Code of the Bank : ICIC0000332
MICR Code of the Bank : 110229047**

Please send URN number on email bid@eauctioneer.in, once the amount is transferred.

4.2 EMD and participation fee are to be dealt with as per the procedure mentioned below: -

- a) In case of unsuccessful bidders other than the highest and the second highest, EMD is to be refunded within 7 working days from the date of Auction.
- b) **In case of the second highest bidder, EMD shall be retained till the H1 bidder deposits the payment and initiate process of lifting.**
- c) **In case H1 bidder backs out or fails to full fill payment / lifting conditions, the EMD of H1 bidder stands forfeited. In such a case H2 bidder will be invited to make the payment and to lift the material.**
- d) **In case of non-fulfillment of terms of payment & lifting by the buyers, the EMD will be forfeited and the same would be retained by SEA towards administrative & other costs.**
- e) The Earnest Money Deposit (EMD) **will not attract any interest whatsoever.**

4.3 Conditional offers or any offer received without Earnest Money Deposit are liable to be rejected.

4.4 Participation Fee **for each auction id is non-refundable.**

5. RATES, TAXES & DUTIES ETC.

The Rates quoted would be **excluding Taxes which would be charged extra at the time of sale.**

5.1 Taxes applicable as given hereunder:

Rate of Taxes / Duty	Fire affected salvage
GST	18%
Other taxes	As Applicable

5.2 The Amount for the purchase of the offered goods is to be quoted on **Kg. basis.**

6. GENERAL CONDITIONS

- 6.1 Bid received may be negotiated or re invited or open auction may be conducted, if need arises.
- 6.2 Bid received may be negotiated or re invited or open auction may be conducted, if need arises.
- 6.3 Any /All of the bid received may be rejected without assigning any reason.
- 6.4 This e-Auction Participation Form is to be signed and stamped on all pages after duly filling it up. It should be submitted along with requisite EMD and other Enclosures as specified in this form.
- 6.5 Disposal of the above material will be on **'As Is Where Is basis' 'Whatever There Is' basis and 'No Complaint' basis.** Rule of 'Caveat Emptor' shall apply.
- 6.6 The inspection of the goods will be strictly on **as is where basis is.** The Participant will not insist on opening / breaking and/or testing of the items on sale.
- 6.7 The Participant shall not pick and choose and/or carry anything out of Seller's premises for inspection / testing or any other purpose.
- 6.8 The photographs shown in the website: www.eauctioneer.in is only indicative. The Buyer must physically inspect the material at site and obtain necessary clarifications on all matters relating to items.
- 6.9 It would be assumed that Participants have inspected the above salvage and acquainted themselves about the offered goods available for purchase, whether they have actually inspected the same or not. However, it is expected that the Participants will inspect the salvage at site, before participating in Auction.
- 6.10 There will be no guarantee for quantity & quality of offered goods either by us or by the Seller, as material is being sold on **'As Is Where Is' and 'Whatever There Is'** basis.
- 6.11 Queries / clarifications, if any, should be addressed before the Auction. No queries / clarifications will be entertained after the Auction.
- 6.12 The e-Auction participation form constitutes an agreement between the Seller and the Buyer. M/s "Select E Auctioneer Pvt. Ltd." are acting solely in the capacity of facilitators to the transaction, i.e. e- Auction Sale intended to be carried out.

- 6.13 M/s “Select E Auctioneer Pvt Ltd.” (SEA) take no responsibility of the quality, quantity and documentation details of items on sale. In no event shall Surveyors or SEA be liable for any loss sustained by the Seller or the Buyer w.r.t. their business, revenues, profit, costs, direct and/or incidental, consequential or punitive, damages of any claim.
- 6.14 The Buyer agrees to have enquired and obtained necessary clarifications on all matters relating to items / equipment offered for sale before participation in the Auction process.
- 6.15 The Buyer shall be solely responsible for any harm/loss of life or damage/loss to property caused due to use/consumption of the offered goods, purchased by him.
- 6.16 The rule of ‘caveat emptor’ shall apply here. Therefore, the Buyer should inquire and fully familiarize themselves with all the limitations, rules, licenses required and regulations in respect of end use /consumption/further reselling of goods purchased.
- 6.17 Kindly submit the Copies of Address Proof / Pan Card/ Vat/Sales Tax etc. certificates along with this Form.
- 6.18 If need arises, the terms and conditions contained in this e-Auction participation form may be changed without notice. In case of any change, all efforts would be made to communicate the same to the interested participants at the earliest possible. However all the interested participants are advised to visit, and check latest information or any changes in terms and conditions, time, changes in items offered for sale, date etc. and the terms and conditions to which the e-Auction is subject to at the website www.eauctioneer.in.

7. FINAL PAYMENT & MATERIAL LIFTING / TRANSPORTAION

- 7.1 The Buyer shall make their own arrangements for lifting and transportation at their cost and Seller will not be liable or responsible for the same. All charges incidental to loading and lifting of material will be borne by the Buyer.
- 7.2 Lifting is to be made as per instructions given by the Seller. For example, more damaged material to be lifted first etc.
- 7.3 Lifting to be done during working hours.
- 7.4 The Buyer shall not be allowed to pick or choose or segregate any particular item out of the lot sold by the Seller at the time of delivery of the lot. **The Buyer shall be bound to clear the entire lot as directed by the Seller on clean sweep basis.**
- 7.5 The sale of offered goods is on single lot basis, however the materials are to be lifted on actual quantity basis **(Per kg basis).**

The Buyer shall ensure that while moving, lifting and/or removal of items on sale, safety rules is followed. Any litigation related to accidents/injury caused during the process would be taken care of by the Buyer who will be solely responsible for the same.

The Buyer shall remit **25% payment (Exclusive of EMD) within 3 days from the date of acceptance of the Buyer's Offer. The balance payment would be made in the name of M/s Despark Electronics LLP by way of DD/Money Transfer within 5 working days from the date of LOA. In case H1 bidder backs out or fails to fulfil payment / lifting conditions, the EMD of H1 bidder would be stand forfeited. In this case H2 bidder will be invited to lift the material or re-auction would be carried out as the case may be. If H2 bidder fails to fulfil payment /lifting conditions, the EMD of H2 bidder would be forfeited too.**

7.6 Only after depositing the 100% payment as mentioned above, the Seller shall issue a Delivery Order to the Buyer on receipt of which the latter shall be allowed to start the lifting of the material.

7.7 The total lifting period shall not exceed **7 working days** or more as agreed later from the date of receipt of the Delivery Order, i.e. failing which:

- a The Buyer shall pay to the Seller ground rent, as decided for the period in excess of the stipulated period; and/or,
- b The Seller may dispose of the remaining lot at its discretion, at the risk and cost of the Buyer.

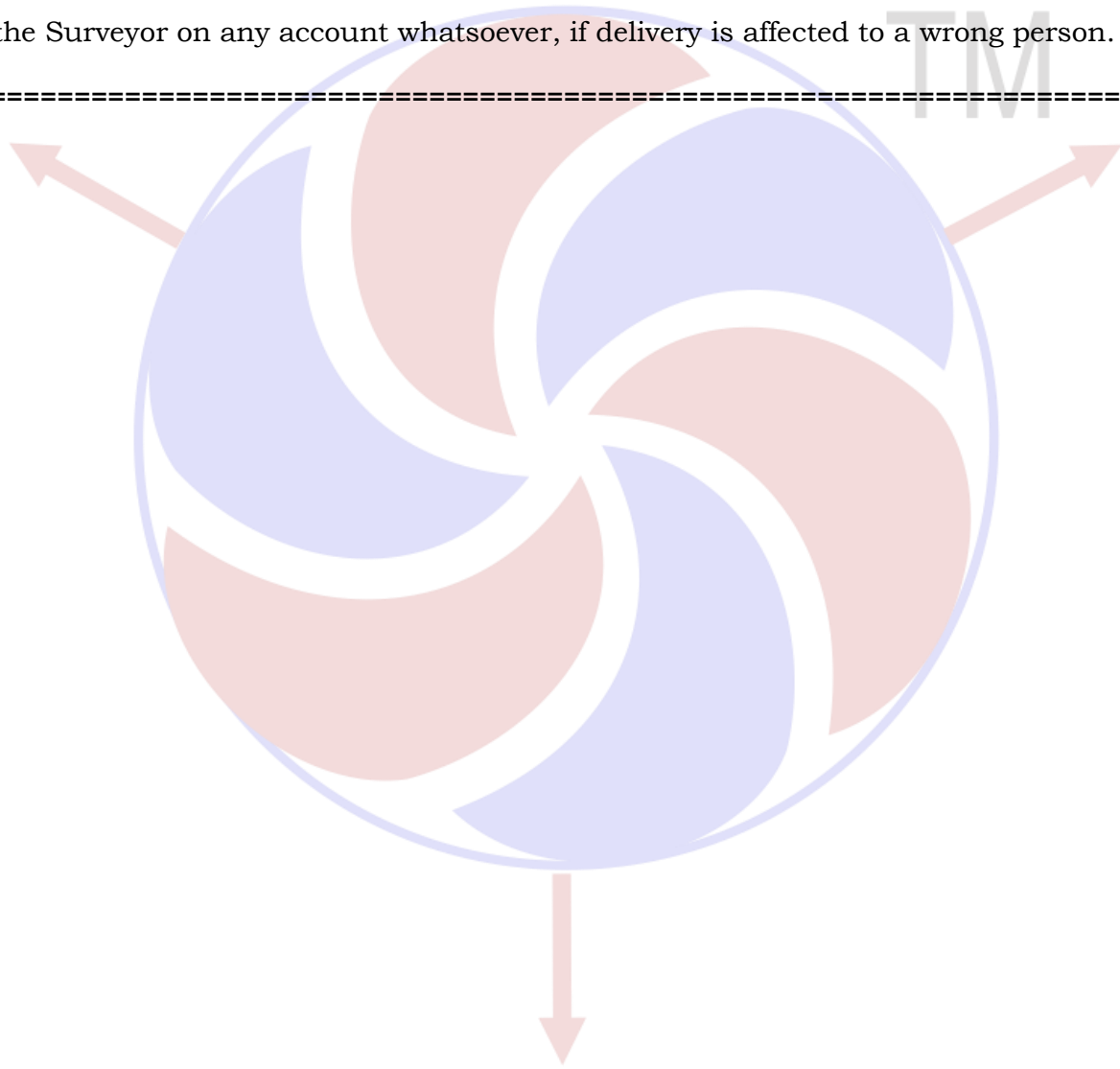
7.8 Lifting of the materials belonging to various categories shall be made against advance payment on Quantity **(Per kg basis).**

- i) If the final salvage quantity comes out to be more than the estimated quantity then the Buyer will immediately deposit by DD/Money Transfer/Cash the balance amount payable by him, after adjusting Earnest Money Deposited. At no time the delivery should be made for more than the amount deposited with **M/s Despark Electronics LLP.**
- ii) If the final salvage quantity comes out to be less than the estimated quantity, then **M/s Despark Electronics LLP** will refund the excess payment to the buyer within 5 working days of the clearance of the entire lot.

7.9 In the event of delayed acceptance of order for lifting and/or lifting of goods as stipulated above, in addition to forfeiture of the EMD, the Buyer will also be liable for any loss suffered by "Select E Auctioneer Pvt. Ltd."

7.10 All documents like delivery challan, gate pass, etc. will be prepared in the name of the Buyer and/or their duly authorized representative.

Delivery of allotted goods will be made from Seller's site at **28, 30, 31, Gate No 211, BKT, Kamlabad Barhau, Lucknow** to the Buyer or their duly authorized representative. If the Buyer wishes to take delivery of the goods through his representative, he must authorize him by a letter of authority which shall be signed by a person who has signed the Auction Form; the same shall be presented to the Authorized Representative of the Sellers. Delivery to such persons shall be the sole responsibility of the Buyer and no claim shall lie against the Seller or the Surveyor on any account whatsoever, if delivery is affected to a wrong person.



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