

# DealMatrix AUCTION CATALOG

## SUMMARY

### EVENT DETAILS

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Auction Event ID : 23090209

Auction Type: Post Approval

### EVENT TIMELINES

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Auction Start Date : 01-Sep-2023 Auction Start Time : 11:40:00 Hrs

Auction Closing Start Date : 02-Sep-2023 Auction Closing Start Time : 11:15:00 Hrs

Asset/ Lot Closing Interval : 2 Minutes between 2 consecutive item

Bid Extension : 2 Minutes.

Payment Time Limit : 2 Days from Approval Intimation

Asset lifting Time Limit : 7 Days from Approval Intimation

### EVENT FINANCIAL DETAILS

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EMD / SD Amount : 25000

EMD/ SD Instruments : DD/RTGS/NEFT/IMPS

EMD/ SD Payable To : DM Ltd

Bank: ABC Bank A/c No: 0078005889970000 Branch: Kolkata IFSC Code: IFSC123456

Bid Limit : H1 Bid value Total 3000000

Bid Masking Limit : 100 Bids per Asset per Bidder.

Parking Charge Applicable: Yes

GST Applicable: Yes

TCS Applicable: No

Auctioneer Charges Applicable : 2% + GST

Please Read the Individual Sections of this Auction Catalog in next pages, consisting of following sections:

- Legal T&Cs
- Participation Criteria
- Bidding T&Cs
- Payment, Asset Lifting & Post Sale Docs T&Cs
- Most Important T&Cs

*\*PLEASE NOTE THAT YOU NEED TO READ, UNDERSTAND & AGREE THE CONTENTS OF THIS AUCTION CATALOG PRIOR TO BIDDING. PLEASE GIVE YOUR CONSENT BY CLICKING CHECK BOX PROVIDED IN THE ASSET SELECTION PAGE TO ACTIVATE YOUR ACCESS TO BIDDING PLATFORM PAGE.*

## LEGAL TERMS & CONDITIONS

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The "Participation Criteria", "Bidding Terms & Conditions", "Payment, Post Sale Documents & Asset Lifting Terms & Conditions", "Important Terms & Conditions of Auction" shall form an integral part of the terms of the Auction made through the e-auction portal <http://www.dealmatrix.in/Auctions> (The Auction Portal) of Dealmatrix Services Pvt Ltd (The Auctioneer).

The Asset/s put up in the Online Auction are to be sold on " AS-IS-WHERE-IS", "AS-IS-WHAT-IS" and "WHATEVER-THERE-IS" and ON NON RECOURSE BASIS only. There are no Warranty, Guaranty or Serviceability Assurance/s implied to the Online Auction Sale & it's Assets/ Products. The participating Buyer/s are deemed to have agreed & satisfied themselves completely on the Assets, Health conditions, Serviceability, Seller's Selling Terms & Conditions, Regulatory Body (RTO/RTA) Tax liabilities, Parking Liabilities, Other related Liabilities & Expenses involved, including Auctioneer's charges etc, prior to attempt Bidding on any Lot or Asset put up in the Online Auction.

No complaints or grievances by the Participating Bidder/s shall be entertained by the Auctioneer and/or Seller after the Auction on the ground that certain information/s about the Asset/s were not known, including issues/queries pertaining to Tax Liability, RTO/RTA Expenses & Liabilities, warranty or Guarantee of the quality, quantity, measurement, condition, defect in any Item/s or Asset/s or Lot/s, etc.

You, yourself as a bidder indemnify yourself that you have undergone and agree to the specific auction event terms & conditions that are published in the specific sale Auction catalog & understood clearly without any doubt, prior attempting to partake in the specific auction event &/or place any Bids in the portal. This is in addition to DMA Auction general terms & conditions that apply currently or any future date. You agree that you will follow the latest updates of terms & conditions and any changes of same, published in DealMatrix Auctions portal & abide by those. You agree that it may not be possible for DealMatrix Auctions to personally update all users, such specific auction event terms & conditions or any updates or changes that may happen. Without satisfying yourself or clearing any doubt regarding any terms & conditions of general rules & auction specific events, you hereby agree not to participate in the event/s and/or place any bids. You understand & agree that Sellers list their assets for auction on non exclusive basis, which means that any item or asset listed in DealMatrix Auctions may appear in other or multiple Auctioneer portal / platforms with either same or different auction specific terms & conditions. While partaking in any DealMatrix Auctions or placing any bid in DealMatrix Auctions portal, the specific terms & conditions published in concerned Sale/Auction Catalog will only apply and DealMatrix Auctions do not own any responsibility or cater to any service regarding other auctioneer portal or platforms.

Violation of DealMatrix Auctions General terms & conditions and/or Specific Auction Event terms & conditions by any User, DealMatrix Auctions may restrict user for partaking in that specific auction event and/or restrict future usage of DealMatrix Auctions portal by that bidder. It is sole authority of DealMatrix Auctions to decide &/or deactivate the concerned User ID. This may be done with or without intimating the concerned bidder/ user.

By using the DealMatrix Auctions portal, you agree to rely on any information, product, asset or available service/s at your own risk. You clearly understand & agree that there may be Inaccuracies, omissions, interruptions, incompleteness, delays and other issues related to the information, photographs of the assets/ products published in the sale catalog and/ or auction portal . The Auction Sales are on As-Is basis without any warranties or guaranties whatsoever. DealMatrix Auctions, under no circumstances be liable for direct, indirect, incidental, special, consequential, incidental, special, punitive or exemplary damages resulting from your use of the Site or the Service, or resulting from any Sale deals, whether the damages arise from use or misuse of the Site or the Service, from inability to use the Site or the Service, or the interruption, suspension, modification,

alteration, or termination of the Site, the Service or User account. DealMatrix Auctions do not warrant the accuracy, fitness, merchandability, completeness, currentness of fitness of information available in its portal. You agree to defend, indemnify, and hold DealMatrix Auctions, its staffs and its Affiliates harmless from all liabilities, claims, damages, compensation and expenses, including attorney's fees that arise from your use or misuse of Site. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will cooperate with us in asserting any available defences.

These terms and conditions are governed by the laws of India and West Bengal State. In case of any dispute, the courts of Kolkata shall have jurisdiction.

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## **PARTICIPATION CRITERIA**

## **REQUIREMENTS**

- An Indian Nationality for an Individual Bidder or A company or organization registered and incorporated in India or A non registered company based, headquartered or having operating base in India.
- The Individual Bidder or The Company/ Organization authorized representative acting as the Bidder on behalf of such Company / Organization must be minimum 18 years of age.
- The Bidder must have a Valid Indian mobile number (to be used as the Bidder ID) and a Valid Email ID.
- The Bidder must submit his KYC documents like PAN, ADHAR, GSTIN (if Registered).
- The Bidder must Agree to the Auctioneer Company's User Agreement, Privacy Policy and relevant Sale / Auction Terms & Conditions, prior partaking in any Auction/s or placing any Bid/s on any Asset/s listed in such Auction/s.

## **REGISTRATION**

You may not be required yourself to register in the main website of DealMatrix or to access the Auction Service Home page. But you need to register yourself as a User of DealMatrix Auctions web portal to view details of Scheduled auction events and partake in such online auction & sale events. It would be duty of the Users to provide correct, complete and accurate information or details pertaining to them or their personal profile or organization profile and to update them from time to time. DealMatrix Auctions in its sole discretion, reserves the right to disapprove any request to become a User Member or to suspend or terminate the authorization to use/ access the site without giving any reason.

During the registration, the Users need to provide certain basic information like full name, phone number, email address, PAN/ GSTIN number, Adhar Number, birth date, gender, postal address, pin code, occupation, industry, and personal interests. These information are required for DealMatrix database management system. and would be mandatory if a registered User wants to partake in any Auction or Sale events. Users should particularly provide correct & valid Email address & Mobile Phone Numbers as these would be primary means of communication with You (as buyer) and DealMatrix Auctions team & it's Sellers. If you are using somebody else's email id & mobile phone number, you have the sole responsibility of doing so while using our web portal & you can not hold us responsible for any untoward incidents, non-delivery of information, unwanted legal issues etc.

Users to provide their 10 digit mobile number, which system will record as their User IDs for DealMatrix Auction portal. The User account, ID & Password is not transferable to any third party. User ID will be created after successful validation of OTP. User can not change the entered mobile number. In case the mobile number is disabled or user wishes to change his mobile number, the only option is to create a fresh registration/ user ID. Any unauthorized use of any login ID and/ or password or any other breach of security regarding the Site has to be immediately informed by the User to DealMatrix Auctions. Users can use Forgot Password option at any point of time, in case of forgetting the password.

You understand that DealMatrix Auctions web portal usage is free of cost & hence registration as user does not incur any cost to You. But, as a registered user, if you wish to partake in any online auction/s or sale event/s of DealMatrix Auctions, you need to pay the specified EMD (Ernest Money Deposit) or SD( Security Deposit) AND Applicable Auctioneer's charges to either DealMatrix or it's Seller/s, as directed in the concerned Auction Sale Catalog. These EMD/ SD/AC are event specific & would relate to the concerned auction or sale event only.

## **EMD / SD DEPOSITION**

Each Auction Event carries an EMD (Ernest Money Deposit) or SD (Security Deposit) applicable to that particular Auction event. Wishful Bidder need to deposit the specified EMD or SD to Auctioneer well ahead of the Starting Date of the auction event. This is in addition to the Bidders to registering themselves successfully on DealMatrix Auctions portal & submitting mandatory KYC documents and Other necessary documents that are specifically mentioned in Auction Sale catalog.

The EMD/ SD deposition mode of instruments may vary from auction to auction. Hence wishful / interested Bidders are advised to notice the allowable payment instrument modes specified in the opening page notification of Auction/ Sale Catalog. Bidder may choose from the available/ allowable modes of payment (specified in Auction / Sale Catalog) & make necessary payments using any one of them according to convenience of the bidder. If any Bidder adopts any other payment mode (apart from those specified & mandates for that particular auction), DealMatrix will not take any responsibility in such mistakes happening from Bidder's end due to error or not noticing or mode unavailable at Bidder end etc AND subsequently it will result in non authorization for the bidder to partake in that auction or non awarding of bidding rights.

A Bidder will be awarded Bidding Rights for any particular auction only after realization of the Bidder's EMD/ SD deposit instrument/s at the auctioneer's specified account. Hence it is advised to all wishful Bidders to submit/ deposit the relevant Auction's specified EMD/ SD well in advance, to avoid last minute disappointment, arising from non realization of deposited amount.

Deposited EMD/ SD will not carry any interest whatsoever, irrespective of the time duration for which it lies with the Payee (either Auctioneer or the Seller, as specified in Auction / Sale Catalog). If a participating bidder is declared winner in any conducted auction (in one or multiple assets or lots), his deposited EMD/ SD amount will be accounted/ adjusted with Sale proceeds and/or Auctioneer's charges, depending on the EMD/ SD Payee advise. If a participating bidder is declared non winner (in all assets/ lots) post auction, his EMD/ SD deposit will be returned back within max 7 working days time (from such non winner declaration) without any deductions. If any EMD/ SD qualifies to be refunded to Bidder which couldn't be transferred due to error in Bidder Bank Account related problems or wrong details submission by bidder or any other reasons & Bidder does not claim such refund in person, then all such amounts lying with DealMatrix for more than 6 months will be forfeited without any further recourse.

If any bidder doesn't fulfill the sale proceed or/ and auctioneer charges payment terms & deadlines, he will be treated as defaulter of that auction event & this will result in forfeiture of his EMD/ SD deposit amount without any further recourse with or without prior intimation to the defaulting bidder. EMD/ SD will be adjusted with Auctioneer's charges (if payable to DealMatrix Auctions) or with the last paid asset (if payable to Seller), as the case may be & as directed.

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## **BIDDING TERMS & CONDITIONS**

## **POST APPROVAL AUCTION**

The Auction is of Post Approval basis Auction. This means, each asset listed in the auction starts with a basic start price (below which bidding not allowed) and each asset have a Seller expected price which is the primary price expectation of the Seller for further consideration for approval. Meeting or crossing expected price does not guarantee to be winner of that asset. But chances of approval consideration by the seller are higher if the highest bid for any lot meets or crosses its expected price. Bidder can not claim to be winner of any asset falling short or meeting or crossing expected price, unless it is duly approved by the concerned Seller. Seller have full rights in considering & declaring highest bid of any asset, irrespective that it falls short, meets equal value or surpasses the expected price.

## **BIDDING RESPONSIBILITIES**

Bid Now feature or button may be used ONLY after clear understanding of facts & figures relating to any lot or Asset ID and agreeing to the specific Auction Terms & Condition applicable. By pressing Bid Now, you authorize DealMatrix Auctions to register your bid and the input monetary value you wish to buy that product/ item/ lot/ Asset referring to the concerned Asset ID. If your input bid value meets the specific auction bid criteria & satisfies the time factor, the system will register your bid with the input bid value in system & you'll get notification on screen confirmation on successful bid placing. Unless the confirmation is received, please do not be sure of bid placing & you may check for any error or restriction that prevented you to register your bid successfully. Always refresh page manually to check if your bid has been placed successfully, provided you are not outbid by other bidder/s at that time. Bid Now feature is a point of no return type of transaction. Once any bid is successfully placed in the portal system, you can not undo it or go back or do any alteration of cancellation. To help you in alerting regarding your mistakes or mis typing on "Next Ask/ Bid Price", system will ask for your confirmation on your willingness to bid and the specific amount you want to bid for. You may cancel the bid or go back & enter any new wish bid value. But once you confirm, bid will be placed in system, provided auction specific bid criteria are met. DealMatrix Auctions will not entertain or serve on any happenings of bid mistakes that you might had placed.

DealMatrix Auctions have no control over the issues or problems at Bidder's end due to which Bidder is either not able to participate in event/s, place a bid etc. Internet or broadband bandwidth & speed, Portal or Server issue, power cuts, exhausting available bid limits, incorrect KYC uploads. Non or late realization of EMD/SD, exhausting timer limits, exhausting bid masking limit (number of bid allowance limit per asset), instant outbid by other bidder/s, natural calamities, man made issues etc are some occurrences for which you as an User can't held DealMatrix Auctions responsible for.

## **BIDDING TIMERS**

- Auction Starts at the pre-set & pre-declared date & time, mentioned in summary page of catalog. On exceptional case & beyond control incidents, it may start at a later time.
- Auction Closing starts at the pre-set & pre-declared date & time, mentioned in summary page of catalog. This means at this time bidding for the 1st asset closes. On Bid Extension cases, exceptional cases & beyond control incidents, it may start at a later time.
- Bidding for any lot will close only if there are no bids received in the specified bid extension time before scheduled closing. For example, If any bid is recorded within the last 2 minutes of scheduled closing, bidding time increases for specified time limit mentioned as "Bid Extension" in summary page of catalog. This can happen any number of times until bid free 2 minutes is achieved for that asset, prior to bid closing.

## **BIDDING LIMITS**

- **Monetary Limit** : A bidder will be allowed to bid until he crosses his Bid Limit, mentioned in the Summary page of catalog. For easy reference, a bidder will be allowed to bid till his total H1 bid value is 20 times of his deposited EMD/ SD. The limit, if crossed, system will restrict his bidding temporarily until his total H1 bid value falls below the (EMD/SD x 20) value, when he will be again allowed to bid further.
- **Bid Number Limit for Each Asset** : A bidder will be allowed to bid only the specified times for a particular Asset. Number of Bid left for each lot will be displayed on portal for bidder's reference. This is noted as Bid Masking in the summary page of the auction catalog.
- **Bid Number Limit for Asset Count** : A bidder will not be allowed to bid over 3 number of Assets (if lower EMD/SD is opted) or over 50 number of Assets (if higher EMD/SD is opted) in an auction. Upon start of the auction, every registered & qualified Bidder will be prompted to select the Asset/s which they want to bid for based on their opted EMD/SD. If any bidder wishes to bid for more than 50 assets, they are advised to bid using separate registration having separate User ID & separate EMD/ SD deposits.

# **PAYMENT, ASSET LIFTING, POST SALE DOCS TERMS & CONDITIONS**

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## **PAYMENT TIMELINE**

Winner Bidder (for 1 asset or multiple) is supposed to pay Full Sale Proceeds & Auctioneer's Charges including GST, TCS (if applic), Parking Charges (if applicable), Other prescribed charges (if applicable) strictly within the specified & advised time line, without any delay whatsoever. A bidder will be responsible for reason/s of partial or non payment solely & will be treated as defaulter or violator of the auction rules & regulations (terms & conditions). The deadline or timeline for making full payment/s is mentioned in the summary page under Event Timelines section. Upon such incident where bidder is unable to make full payments within the specified timeline, DealMatrix and/or Seller have the full rights to cancel the Sale of such won assets (by bidder) & award sale favoring any other bidder (if deemed suitable) & actual winner (who defaulted) cant held Auctioneer or Seller responsible or can claim anything related to that. DealMatrix and/ or Seller is liable to forfeit the deposited EMD/SD amount of such bidder in full or partial, as decided by them.

## **PAYMENT MODE**

Both EMD/SD, Sale Proceed, Auctioneer's Charges & Other applicable charges are to be paid by bidder using allowed instruments that are described/ advised in the summary page of auction catalog. Cheques & any other payment instruments are strictly prohibited. Demand Drafts & Pay Orders are accepted only from Nationalized Banks or Banks having Pan India operations & mandatorily have Core Banking services. Bidders are advised to deposit instrument well ahead of specified timelines, so that same is realized in our/ Seller accounts before expiry of timeline.

THIRD PARTY PAYMENTS ARE NOT ALLOWED. Registered Bidder must make all payments from his own account only.

## **REFUND**

Applicable refunds will be paid to qualifying bidders within 10 working days. For qualifying of refund applicability, a Bidder may be:

- Non Winner in entire auction (Not declared as winner in any asset/s in auction).
- Unable to participate in auction due to non realization or late realization of EMD/SD instrument.

For qualifying of refund applicability, a Bidder may NOT be:

- A defaulter or violator of auction terms & conditions.
- Using third party payment instruments to deposit his EMD/SD or any other payments.

All qualifying amounts which are to be refunded to Bidder which couldn't be transferred or refunded due to error in Bidder Bank Account related problems or wrong details submission by bidder or any other reasons & Bidder does not claim such refund in person, then all such amounts lying with DealMatrix for more than 6 months will be forfeited without any further recourse.

## **ASSET DELIVERY**

Asset/s will be delivered to winner bidder/s upon valid Delivery Orders issued by Sellers, from the location it is parked or kept during the auction. Delivery Order/s will be issued after realizing full sale proceed payments including Sale Price, GST, Parking Charges, TCS, any other applic charges & Auctioneer's Charges (whichever are applicable). Winner Buyer/s are advised to visit Parking Yard with Delivery Order & KYC/ Authorization & lift/ take delivery of the won asset/s, within the



specified timeline mentioned in Summary page of Auction catalog. If winning bidder wishes to depute his representative to take delivery of his won asset/s, then such representative must carry with him proper authorization letter issued in his name by the winning bidder on his letter attaching both the winner bidder's & the representative's KYC documents duly attested. If any winner bidder delays asset lifting, the issued delivery order may get canceled, post which re-issuance of delivery order needs to be done which is subjected to additional parking charges & other management charges. Arrangements of manpower, tools & tackles, fuel & lubricants, batteries, lifting equipment etc which may be required to lift/ take delivery of won asset/s, will be arranged by Winning bidder.

## **POST SALE DOCUMENTS**

Seller will issue relevant post sale documents to winner bidder/s in their normal course of time frame. Bidders are advised to collect information from concerned Seller/s on their normal post sale doc delivery time frame AND applicable post sale documents (which Seller will deliver to winner bidder), prior to partaking in auction & bidding. Post auction taking delivery/ lifting of won asset/s, winner bidder is advised to directly contact concerned branch of Seller for obtaining the applicable post sale documents. DealMatrix Auctions, if approached by any winner bidder regarding any delivery delay of post sale documents by Seller or short supply of applicable post sale documents (which falls under scope of supply for the Seller according to their own terms), DealMatrix will assist such bidder by communicating with the concerned Seller or referring such case to the Seller; but may not involve in internal matters of Seller OR involve in dispute resolution between Seller & Winner bidder.

## **POST SALE ACTIVITIES INCLUDING RTO/ RTA**

Responsibility & arrangements for all post sale activities at bidder's end including collection of NOC/ Hypothecation cancellation letter from Seller, collection of RTO/RTA forms from Seller, paying RTO/RTA applicable Taxes & penalties, Insurance, Ownership transfer/s & other relevant activities should be borne by the Winning Bidder. DealMatrix Auction's responsibility lies with providing purchase able asset/s to bidder/s thru it's auction events only & will not be responsible or liable for any post sale activities or issue resolution.

## **MOST IMPORTANT TERMS & CONDITIONS**

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- Please keep your password secret. DealMatrix Auctions will not be responsible for any issues created from unauthorized sharing of passwords & unauthorized usage of Registration credentials of any bidder.
- Without inspecting any asset & satisfying yourself, please do not Bid. No claims on asset condition, detail or photo or document or liability etc mismatch/es will be accepted post auction or post bid placing.
- All Sale are strictly on As-Is-Where-Is basis, with no exceptions whatsoever.
- All Sale thru Auction are on Post Approval basis, which means Sale Deals are confirmed favoring Bidder/s only on Approval from concerned Seller/s.
- Being the H1 (Highest Bidder) and/or having Reserve Met Highest Bid for any Asset does not guarantee or entitle concerned Bidder on winning of that Asset in Auction. Reserve Met price/s are indicative Seller minimum expectations having greater probability or chances of approval by Seller.
- Documents required for partaking in any auction are PAN, ADHAR, GSTIN.
- Prescribed EMD/SD to be paid by registered bidder using allowed instrument modes.
- Third Party Payments are Not Allowed.
- Bid Masking Limit is the total number of bids allowed per Bidder per Asset.
- A Registered Bidder will be allowed to bid on maximum 3 Assets (if lower EMD/SD opted) or maximum 50 Assets (if higher EMD/SD is opted).
- Registered bidders MUST pre-select his chosen assets for bidding (based on his opted EMD/SD category), prior to placing any bid in auction.
- Bidding for any lot will close only if there are no bids received in the last specified time of scheduled closing. If any bid is recorded within that period of scheduled closing, bidding time increases for specified time limit mentioned as "Bid Extension".
- Once any bid is successfully placed in the portal system, you can not undo it or go back or do any alteration of cancellation. Although Caution Alert will be given to bidders for each bids before being placed. Still if Bidder makes any mistake due to typo error or mindset error, such responsibility lies solely with concerned Bidder.
- Bid page is automatically refreshed & can be manually refreshed also.
- Applicable refund/s to qualifying bidders will be paid within 10 working days.
- Unclaimed qualified refund amounts lying with DealMatrix accounts for more than 6 months, will be forfeited without any further recourse.
- A winner bidder should be treated as Defaulter/ Violator of auction T&Cs if he does not pay in full (incl all applic charges) OR does not lift/ take delivery of won asset/s within the specified time limits, mentioned in summary page of auction catalog.
- Forfeiture of EMD/SD &/or Deposited Payment/s in full or partial (as decided by Seller or/and Auctioneer) may apply to winning defaulter bidder, without any further recourse, with or without intimating such defaulter bidder. Additionally, such bidder may be blacklisted by Seller and/or Auctioneer & participation in future auction/s may be restricted for that bidder.
- DealMatrix Auctions have no control over the issues or problems due to which Bidder is either not able to participate in event/s, place a bid etc. Internet or broadband bandwidth & speed, Portal or Server issue, power cuts, exhausting available bid limits, incorrect KYC uploads. Non or late realization of EMD/SD, exhausting timer limits, exhausting bid masking limit (number of bid allowance limit per asset), instant outbid by other bidder/s, natural calamities, man made issues etc are some occurrences for which you as an User can't held DealMatrix Auctions responsible for.