

22/08/07

M/s

Dear Sir ,

We are undertaking documents updation of all our bidders participating in Online auctions conducted on our platform .The documents as detailed in annexure (as it applies to your firm) are required from you to continue our services . These documents are required to protect your firm's interest while doing Business with mjunction for sales of TATA Steel Secondary materials through Online Auctions.

The complete documents filled with all details and attached with all relevant enclosures as detailed in annexure may be sent to undersigned by hand or Through Courier/Post so as to reach us by 21Sept'07 . For any further Query please Contact Mr. Abhijit Dey /Mr. Radha Raman 9831257485/9831850457 .

Nonavailability of documents may slowdown the material delivery process from Stockyard /CA points even after issue of DO for lack of proper authorization.

Thanking You,
For mjunction Services Ltd

(Manish Mathur)
DGM-Operations

Documents Required For “Proprietorship Firm”

Name of the Firm : _____

1. Address Proof

Notarised copy of Trade licence

OR

Notarised Copy of Voters I Card

OR

Notarised Copy of Driving License

OR

Notarised Copy of Passport

2 Income Tax

Notarised copy of Proprietor’s Pan Card.

2. Proprietor’s Signature Verification

Original letter from bank verifying proprietors signature (where the firm maintains an account).

3. Authorisation Letter for Proprietor’s Representative (If Any)

Original letter by Proprietor saying who is the authorized signatory. (**Such letter will be treated as valid by MJ for a period of one year. To be renewed every year or earlier in case of change in authorized signatory.**)

4. Proprietor’s Representative’s Photo Identity & Signature

Notarised copy of Pan card / Driving license / Passport of Authorised signatory.

5. Administrative Authorisation

A letter , signed by authorized signatory in original, informing MJ who all are empowered to interact with MJ on firm’s behalf. This letter should have photo(s) of such persons. Authorised signatory to attest the signature of all such persons.

This letter will be considered valid for three months only. Fresh letter to be given every three months, or earlier if there is a change in the list of persons who will interact with MJ.

a. Proprietor may also act as the authorized signatory.

6. Lifting Of Materials & Collection Of Documents Authorisation

Delivery Order (DO) wise authorization mentioning which person will act on party’s behalf. Original letter with sign of authorized signatory to be submitted.

7. Statement Of Interest Form (SOI) –Buyers

Completely Filled with all details and Signature and stamp of firm at appropriate places(Two places)

Documents Required For “Partnership Firm”

Name of the Firm : _____

1. Bonafide

Notarised copy of partnership deed

2. Income Tax

Notarised copy of all Partner’s Pan Card.

3. All Partner’s Signature Verification

Original letter from bank verifying Partner’s signature (where the firm maintains an account).

4. Authorisation Letter for Proprietor’s Representative

Original letter signed by all partners stating who is the authorized signatory. .
Such letter will be treated as valid by MJ for a period of one year. To be renewed every year or earlier in case of change in authorized signatory.

5. Partner’s Representative’s Photo Identity & Signature

Notarised copy of Pan card / Driving license / Passport of Authorised signatory.

6. Administrative Authorisation

A letter , signed by authorized signatory in original, informing MJ who all are empowered to interact with MJ on firm’s behalf. This letter should have photo(s) of such persons. Authorised signatory to attest the signature of all such persons.
This letter will be considered valid for three months only. Fresh letter to be given every three months, or earlier if there is a change in the list of persons who will interact with MJ.

a. One partner may also act as the authorized signatory provided all other partners have authorized him. Mj will require a notarized copy of such authorization.

7. Lifting Of Materials & Collection Of Documents Authorisation

Delivery Order (DO) wise authorization mentioning which person will act on party’s behalf. Original letter with sign of authorized signatory to be submitted.

8. Statement Of Interest Form (SOI) –Buyers

Completely Filled with all details and Signature and stamp of firm at appropriate places(Two places)

Mjunction Services Limited
Tata Centre ,43 J L Nehru Road ,Kolkata -700 071

Documents Required For “Public /Private Ltd Company ”

Name of the Firm : _____

1. Bonafide

Notarised Copy of Certificate of Incorporation.

2. Income Tax

Notarised copy of Company Pan Card.

3 Authorisation Letter for Company’s Representative

Notorised Copy of Board resolution // Power of attorney stating who is authorized signatory for Company. **This document will be treated as valid by MJ for a period of one year. To be resubmitted every year or earlier in case of change in authorized signatory.**

4 Company Representative’s Photo Identity & Signature Verification

Company secretary OR Managing Director to verify the specimen signatures of the authorized signatory. (Letter required in Original).

And Notorised Copy of PAN Card//Driving Licence of authorized Signatory

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5. Administrative Authorisation

A letter , signed by authorized signatory in original, informing MJ who all are empowered to interact with MJ on firm’s behalf. This letter should have photo(s) of such persons. Authorised signatory to attest the signature of all such persons.

This letter will be considered valid for three months only. Fresh letter to be given every three months, or earlier if there is a change in the list of persons who will interact with MJ.

5 Lifting Of Materials & Collection Of Documents Authorisation

DO- wise authorization mentioning which person will act on party’s behalf.

Original letter with sign of authorized signatory to be submitted.

7. Statement Of Interest Form (SOI) –Buyers

Completely Filled with all details and Signature and stamp of firm at appropriate places(Two places)

To
mjunction services limited
Jamshedpur/Kolkata

Date: _____

Attention: Manager- Delivery Order (D.O.) Section/ Lifting Section/MRD Jamshedpur

Sir,

**Subject: GENERAL AUTHORISATION---Authorisation and verification of lifters and their signature
in respect of handing over of Delivery order/materials against specific lots (detail to be mentioned)
purchased by _____ (Buyer)**

Inline with the subject noted above, the following persons have been authorized by us to collect Delivery Order (D.O.)/lift the materials on our behalf.

The signature and photograph of these persons have been duly verified and attested by the undersigned.

For _____ (Authorized Signatory) _____

(Name in Full) _____ (Designation & Official Seal)

Declaration

We understand and agree that we will have no complaint or grievance against mjunction services limited for any misplacement/misappropriation of the D.O./materials by our authorized persons after receiving the D.O./materials from mjunction services limited.

We further understand and agree that mjunction services limited will not entertain any complaint from us on the ground that the persons whose signature and photograph has been attested by us has ceased to be our authorized persons to collect D.O./materials. Any such changes shall be intimated by us to mjunction services limited immediately and such changes shall be effected and confirmed by mjunction in next three working days and till such confirmation from mjunction, we will take all precaution to safeguard our interest in the interim period till necessary change is incorporated and confirmed by mjunction services limited and during the period mjunction services limited shall not be liable and responsible in any respect and manner.

For _____

(Authorized Signatory)

(Name in Full)

(Designation & Official Seal)

Note: 1. Photograph of the person authorized must be affixed and not stapled and should be duly signed across the photograph by the authorized signatory so that part of the signature also spread outside the photograph. Signature of these persons has to be also verified and attested by the Authorized Signatory.

2. All the processes formulated and circulated in respect of the Authorized Signatory of the Company/Firm shall be strictly adhered to.

3. Such authorization must be on the letter head of the company/firm.



Statement of Interest Form-Buyer

1. **The statement of Interest is to be signed by the authorized signatory of the interested organization. (The accepted signatory would be the sole proprietor in case of a sole proprietorship, the partner in case of a partnership firm, and the director in case of private & public limited companies.)**
2. Following documents are required to be submitted along with the Statement of Interest
 - a) Non Refundable bidder registration fees of Rs _____ (Rupees in words _____) only) in favor of "Mjunction Services Limited", payable at Kolkata. [For PLATINUM / GOLD membership]
 - b) Photo copy of PAN Card
3. On receipt of duly completed Statement of Interest, Mjunction services limited shall verify & evaluate your interest in MetalJunction. After due verification, our representative shall impart training on availing Mjunction services ltd's services. Our head office in Kolkata will complete formalities regarding your account and will inform you about the details of your user ID.

Mjunction Services Limited,

43, Jawaharlal Nehru Road,
Tata Center, Kolkata 700071
Tel: +91 33 66106100; Fax: +91 33 22883536//66106187
E-mail: contactus@mjunction.in
URL: www.mjunction.in,
http://auction.metaljunction.com



Agreement

I /We

Son/daughter of

Resident of

Having my/our business at.....

.....

Agree as below:

1. I/We confirm that the information furnished by me/us to mjunction services limited are all true and correct to the best of my/our knowledge and belief and no material facts have been concealed by me/us. I am competent and authorized to enter into agreements on behalf of my firm.
2. I/We hereby understand and agree that the responsibility of preserving and maintaining the confidentiality and secrecy and security of my/our Login ID and transaction password (as also that of "secret question"/ "secret answer" combination) solely rests upon me/us and I/We shall be solely responsible for any breach/loss in this respect. I/We also understand and agree that without authorized written instructions from me/us, new password shall not be re-issued by mjunction services limited.
3. I/We agree to continually change the password (as also that of "secret question"/ "secret answer" combination) and keep it confidential. I/We agree that mjunction shall not be held responsible in any way for any loss that may be suffered by me/us as a result of disclosure of the password to any other person.
4. I/We agree and undertake to ensure that the safety, security, data integrity service or any other facts/information of auction is not compromised with anyone else.
5. I/We understand and agree that mjunction services limited shall not be liable for any inappropriate list send by the seller.
6. I/We agree that mjunction shall not be liable/responsible for any interruption in e-selling auction service caused by any means.
7. I/We confirm to have read the specific terms and conditions that are displayed on mjunction website regarding the auction event. I/We agree to strictly abide by any and all the Terms and Conditions displayed on the mjunction website.
8. I/We understand and agree that my/our security deposit/Bank guarantee is liable to be forfeited on infringement/breach of any Terms and conditions as prescribed from time to time by mjunction or it's Client (seller). I /We agree that mjunction will be well within its right to take any punitive measure against me/us including permanently debarring/blacklisting from participating in any and all mjunction events.
9. I/We understand and agree that all voice communications made by me/us with the auction room of mjunction are recorded and kept for future reference and action, if necessary. I/We further agree and confirm that any and all such verbal communication and instructions passed by me/us shall constitute a valid communication and shall be treated as valid contractual obligation cast on me/us to ratify such communication/instruction in writing as and when required by mj
10. In no event mjunction shall be liable to the customer for any loss or damage whatsoever or howsoever caused arising directly or indirectly in connection with the Services and/or this Agreement, including without limitation any: -
 - (i) Loss of data;
 - (ii) Interruption or stoppage to the Customer's access to and/or use of the online market/exchange (website portal); Arising out of the performance of the Services or otherwise



11. Mjunction expressly excludes liability for consequential loss or damage or loss of profit, business, revenue, goodwill or anticipated savings, which may arise in respect of the Services

12. I/We understand and agree that

Mjunction makes no warranty, representation or promise not expressly set forth in this agreement.

Mjunction disclaims and excludes any and all implied warranties of merchantability, fitness for a particular purpose and noninfringement, except as expressly set forth herein.

Mjunction makes no warranty with respect to any software, product, configuration or system tested, analyzed or reviewed by mjunction and does not warrant that they are without defect or error, except as expressly set forth herein.

The results, data, performance, and information reported or disclosed by mjunction in connection with the services or this agreement are not warranted and customer bears all risks of reliance thereon.

Mjunction does not warrant that any results, data, performance or information can be reproduced, repeated or verified (i.e., they may vary).

Except as expressly set forth herein, the methodologies, equipment, software, practices, procedures, and technology used by mjunction in connection with the services are not warranted; and except as expressly set forth herein there shall be no claim against mjunction based on any of the foregoing ;or any alleged or actual inadequacy, malfunction, defect, or incompleteness of or in the foregoing

13. I/We agree to ratify all the acts of mjunction carried out in good faith and will keep mjunction indemnified, defend and hold mjunction harmless from any and all claims, costs, liabilities, judgments, expenses or damages (including reasonable attorney's fees) arising out of any breach or alleged breach of this agreement, performance of the obligations hereunder, or any representation or misrepresentation made by with regard to the subject of this Agreement.

14. I/We agree and undertake not to resort to any activity (ies) having the impact or causing interference to the system (hardware, software, Internet related application, servers etc.) I/We understand that mjunction strictly forbids me/us from indulging in any of the cyber crime activities including, but not limited to (a) unauthorized access(b) e-mail bombing (c) data diddling(c) Salami attack (d) internet time theft (e) logic bomb (f) virus/worm attack (g) Trojan attack (h) distributed denial of service attack (i) denial of service attack(j) email spoofing (k) cyber pornography(l) intellectual property crime (m) cyber stalking.

15. I/We agree to submit ourselves for resolution of any disputes with mjunction in the manner as prescribed herein below:

Arbitration, Governing Law & Jurisdiction

(a) Arbitration

Dispute or differences arising out or relating to this undertaking/Agreement shall be resolved amicably by the parties.

Failing such amicable resolution of dispute / differences either party may refer the matter to arbitration of a Sole Arbitrator to be appointed by the Managing Director of mjunction services limited. The Arbitration proceedings shall be governed and regulated by the provisions of Indian Arbitration and conciliation Act, 1996 and the rules framed there under alongwith amendment made thereto up-to-date. The award of the Arbitrator shall be final, binding and conclusive on the parties. The venue for arbitration shall be at Kolkata.

(b) Governing Law: This Agreement is construed and shall be governed in accordance with the laws of India without giving effect to any principle of conflict of law.

(c) Jurisdiction: The Courts at Calcutta shall have exclusive jurisdiction.

Signed & Stamped by Authorized Signatory		Date	Place
<u> x </u>	<u> x </u>	<u> x </u>	<u> x </u>

For Internal Use only

Lead generated by _____

SMS Group Recommendation _____