



## Statement of Interest Form-Buyer

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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.

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### **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.

<b>Signed &amp; Stamped by Authorized Signatory</b>	<b>Date Place</b>
x _____ x _____ x _____ x _____ x _____	

**For Internal Use only**

Lead generated by \_\_\_\_\_

**SMS Group Recommendation** \_\_\_\_\_