

**CENTURY RAYON, SHAHAD**

(A Division of Century Textiles &amp; Industries Limited)

 (0251) 2733670-79 (10 Lines); Fax: (0251) 2730064**TIRUPATI & COMPANY  
(AUCTIONEERS & VALUERS)**

28/D, Harish Mukherjee Road, Kolkatta 700 025

 (033)-2455-1069 Tele fax :(033) 2455-0102

Web site :www.tirupatiauctioneer.co.in

**WILL SELL BY PUBLIC AUCTION AT "VISHRAM BHAVAN"**

NEAR BIRLA MANDIR, P.O. Shahad, Near Kalyan (C.Rly.), PIN 421 103

On Thursday 09<sup>th</sup> Feb.2012, commencing at 10.00 a.m.

Inspection of Materials: - At Century Rayon Factory, Shahad on Tuesday, 07<sup>th</sup>  
Feb. & Wednesday, 08<sup>th</sup> Feb.2012.

(Between 8.30 a.m. to 12.00 noon and 1.30 p.m. to 4.30 p.m.)

PLEASE ARRANGE TO COLLECT YOUR ENTRY PERMIT DURING INSPECTION PERIOD, ON PAYMENT OF Rs.5000/-, BY WAY OF DD/ PAY ORDER.

**ELIGIBILITY FOR ATTENDING AUCTION:**

1. Auctioneer will issue gate pass only on submission of Authority letter with details of VAT and PAN Number, along with proof. **ONLY ENTRY PERMIT HOLDERS** will be allowed to inspect the material and participate in the auction sale. Entry permit will be issued on payment of Rs.5000/- **refundable entry fee**, through demand draft / pay-order favouring **CENTURY RAYON** (A Divn of Century Textile & Industries Ltd.) payable at Shahad / Kalyan on the days of inspection of material. For inspection of materials as well as for participating at the auction hall, two persons on each Entry Permit will be allowed. **CASH/CHEQUE WILL NOT BE ACCEPTED.** DD/PO will be collected by the Auctioneers and will be refunded half an hour after the auction is closed.
2. No Entry Permit will be issued on the date of Auction. Please collect the same in advance.
3. The discretion to refuse entry permit to any person without assigning any reason whatsoever vests with the Company/ Auctioneer.

**IMPORTANT NOTICE:**

Purchasers should inspect the material kept for auction thoroughly at Century Rayon Factory. In case of any discrepancy/ clarification is required against any lot /lots, party should contact Incharge of Bardana / Stores Department. This is extremely essential, as no claim will be entertained with regard to any such discrepancy at a later date after the materials are sold.

- CONTACT PERSONS: M/s J.S.Sabnani / A.Hariharan / M.V.Bhutada / A.J.Daga / Ram Taparia (Stores / Bardana Department / Tel. Nos. 9322194799 / 9321044911 / 9320380270 / 8080088602 / 9923426187 / 0251-2730557)

**Payment :**

Demand Drafts or Pay Orders drawn in favour of "Century Rayon" (A Divn. of Century Textiles & Industries Ltd.), payable at Kalyan / Ulhasnagar are acceptable. For Earnest Money, cash will be accepted.

**RIGHT OF ADMISSION RESERVED BY THE AUCTIONEERS / COMPANY**

## **GENERAL CONDITIONS OF SALE**

1. Material will be sold from Century Rayon (A Division Of Century Textiles & Industries Ltd.) Shahad, is strictly on as is where is basis (i.e. as and where the material will exist at the time of sale in all respects),
2. The material may be sold in one or several lot/s either big or small from the same stock i.e. where the materials are presently stored. Offers / bids will be deemed to have been made on the clear understanding of the quality, condition, quantity, composition, assortment, purity, and the nature of material, which has already satisfied the bidders. No error or omission in description whatsoever and however made or published shall affect the sale or will raise to any claim on the part of Purchaser/s whether for damages or compensation or otherwise whatsoever. The purchaser/s will be deemed to have made thorough inspection and checked all the material before making his offer / bid, whether such inspection would have taken place or not, or whether such inspection offered or made was adequate or sufficient for the purpose, No dispute / claim whatsoever regarding the nature, quality, quantity, condition, composition, assortment and purity of the material once sold to the successful bidders will be entertained by the company and in no circumstances should contact the company in this regard.
3. The Company will not be liable for any deterioration / damage in the quality, condition, composition and the nature of the material (which shall lie entirely at the risk of the Purchaser from the time of sale) wherever and however caused or occurred.
4. Interested parties should depute their authorised / accredited representatives to inspect the material at the Company's factory on specified dates during office hours, as stipulated in the catalogue, on production of Permits issued by the Auctioneers / Company.
5. All expenses incurred in this connection will be on the Purchaser's account and be borne by the Purchaser.
6. The lots will be sold to the highest bidders subject to the bid being in excess of the reserve price fixed by the Company and will be sold at price per Ton / Kg / Pc / Lot (as applicable), exclusive of taxes and duties, if any. In the event of any dispute between two or more bidders or any confusion however caused, the lots in question will be put up again to the last undisputed bid offered for the lot in the auction immediately. Company may refuse to accept any bid from any person/s without assigning any reason for such refusal.
7. The Company shall be under no obligation to put up lot/s singly or serially or in any other particular manner and the company also reserves the right at its discretion to sell materials in lot / several lots either big or small, or withdraw any or all the lot any time during the period of auction without assigning any reason thereof.

**PAYMENT TERMS: for Earnest Money**

8. **Small lots**

For each lots, every purchaser should on the fall of hammer will deposit with the Auctioneers, a sum of Rupees equal to 20% of the total value of lot, where value of lot is up to Rs.2.00 Lac (Excluding Duties and Taxes) by Cash, D/D or Pay Order drawn in favour of Century Rayon (A Divn of Century Textiles & Industries Ltd.), payable at Kalyan / Ulhasnagar, deposit as Earnest Money / Security Money. This is treated as SMALL LOTS.

9. **Big lots**

In case of lot value exceeding Rs.2.00 Lac, then 20% upto Rs.2.00 Lac and above Rs. 2.00 Lac 10% for value exceeding Rs.2.00 Lac by Cash, D/D or Pay Order drawn in favour of Century Rayon (A Divn of Century Textiles & Industries Ltd.), payable at Kalyan / Ulhasnagar, deposit as Earnest Money / Security Money. This is treated as BIG LOTS.

10. **Special Lots**

Payment is to be made before the bidding for the next lot is started. In case of Fire Wood and Charcoal Gunny Bags party should deposit 30% of the total value as earnest money. This is treated as special lot.

11. **Payment Terms for balance payment (Small Lots)**

(A) In the event of bidder fails to deposit the right amount of security deposit, the represented firm will be blacklisted and the Entry Permit issued along with Rs.5000/- Entry Fee to the firm will be cancelled / forfeited forthwith. The lot thereafter will be put up for re-auction immediately.

(B) Purchaser thereafter will be required to deposit the balance value of the lot purchased together with Sales Tax and other charges by means of Cash, Pay Order or D/D Payable at Kalyan / Ulhasnagar within 15 working days from the next date of Auction (i.e upto 27.02.2012, for the small lots) and no extension will be given under any Circumstances.

12. **Payment Terms for balance payment (Big Lots)**

(A) In the event of bidder fails to deposit the right amount of security deposit, the represented firm will be blacklisted and the Entry Permit issued along with Rs.5000/- Entry Fee to the firm will be cancelled / forfeited forthwith. The lot thereafter will be put up for re-auction immediately.

(B) Purchaser thereafter will be required to deposit the balance value of the lot purchased together with Sales Tax and other charges by means of Cash, Pay Order or D/D Payable at Kalyan / Ulhasnagar within 30 working days from the next date of Auction (i.e upto 16.03.2012, for Big lots) and no extension will be given under any Circumstances.

13. Purchasers who fails to pay the balance amount within the stipulated period, the Earnest Money deposited will stand forfeited without giving any further notice or reference to the Purchaser.
14. No interest will, however, be payable on the Security / Earnest Money deposited. The security Deposit will be lying with the company till terms of contract are duly fulfilled by the Purchaser/s, any failure to fulfillment of any term of the contract will make the security deposit liable to the forfeiture by the Company without assigning any reason whatsoever and without any further reference to the Purchaser.

**DELIVERY OF MATERIAL:**

15. **Small Lots**

- (A) The Purchaser will have to make their own arrangements for taking delivery of the materials from factory on any working day within 15 working days from the next date of Auction (**i.e. upto 27.02.2012**) between 8.30 a.m. & 12.00 noon and 1.00 p.m. & 4.00 p.m. on presentation of **Original Security / Earnest Money Deposit Receipt** issued by the Company and the payment must be deposited in the Company upto 3.00 P.M. or earlier.

The lot if not lifted within the Stipulated date (i.e.27.02.2012) Company may forfeit the earnest money of materials without any notice to Purchasers, without assigning any reason. The Company's decision will be final.

16. **Big Lots**

- (A) The Purchaser will have to make their own arrangements for taking delivery of the materials from factory on any working day within 30 working days from the next date of Auction (**i.e. upto 16.03.2012**) between 8.30 a.m. & 12.00 noon and 1.00 p.m. & 4.00 p.m. on presentation of **Original Security / Earnest Money Deposit Receipt** issued by the Company and the payment must be deposited in the Company upto 3.00 P.M. or earlier.

The lot if not lifted within the Stipulated date (i.e.16.03.2012) Company may forfeit the earnest money of materials without any notice to Purchasers, without assigning any reason. The Company's decision will be final.

17. The Purchasers will not be allowed to resell any lot/s within the auction premises and the Invoice will be made in the name of actual purchaser/s or their disclosed principal.
18. Excise Duty, Surcharge, Education Cess, VAT and any other imposition legally liable on the materials sold, will be charged extra to Purchaser's account over and above the value of materials sold and will be recoverable simultaneously therein from the Purchaser. If the taxes or duties are not recovered at the time of dispatch / delivery for whatever reason, the Company will have the right to call the Purchaser to pay exact amount of taxes / duties due. The Company may add these amounts whenever the Company finds that it was omitted to charge or Company becomes liable to a higher charge as a result of the decision announcement by the Government or any other Competent Authority.

19. The Purchaser should be prepared to accept whatever quantity Company may deliver at a time, out of regardless of the total quantity purchased in the auction. No restriction as to the quantity to be delivered at the time of dispatch or request for suspension of deliveries by the Purchaser will be entertained.
20. If the Purchaser fails to observe or comply with any of the aforesaid terms, this will be taken as breach of contract in which case the Company will decide forfeiture of security deposit, have the right to resale the materials without any further reference to the Purchaser at the risk and cost of the Purchaser. All costs, charges, expenses and damages including any less realization out of resale will be on the Purchaser's account and will be recoverable by the Company as "**LIQUIDATE DAMAGE**".
21. The weight / numbers stipulated in Company's invoice will be the acceptable proof of the quantity delivered and will be treated as final.
22. **Purchaser will be required to submit their schedule in advance for cutting, breaking & cleaning (Only wherever allowed) and also for lifting of scrap lot purchased by them.**
23. **SCHEDULE OF LIFTING MUST BE STRICTLY FOLLOWED; FAILURE MAY ATTRACT SECURITY MONEY FORFEITURE.**
24. The Company's decision will be final in respect of weight, quantity, nature, condition, assortment, purity, composition, and quality. Regarding transport / freight / handling / loading and any other incidental charges will be borne by Purchaser and no claim whatsoever will be entertained on any account once the material is sold / delivered.
25. There is no guarantee of fulfilling of any supply specified Tons / Nos. as indicated by the Company and only approximate Tons / Nos. are likely to be available for sale / disposal.
26. The Company will not be liable for non-performance of any contract either wholly or partly or for any delay in performance of the contract resulting for or due to any cause beyond the Company's control. The Company may not give any notice to the Purchaser to cancel any contract either wholly or partly and in such case the customer will have no claim upon the Company of any kind.
27. When goods are sold subject to reserve price, a final bid which has not reached that price may at the discretion of the Company's representatives supervising the auction, be tentatively accepted, provided 10% of the total value of the lot/s, as Security Deposit, may have to reach the Company to register the bid for the Company's consideration. The bid so registered will be binding on the bidder for 7 days from the date of the auction during which period the decision of the Company will be communicated to the Purchaser through Auctioneer. In the event of the bid being rejected by the Company, the Security Deposit will be refunded to the bidder. No interest will be payable on the above Security Deposit.
28. In the event of any lot/s being withdrawn from the auction, the Company reserves the right to dispose the same elsewhere at its sole discretion without offering the lot/s in future auction.

29. The successful Purchaser should dismantle the machinery / materials at their own cost. Any disorder / damage occurs at the time of taking delivery by the Purchaser, it should be compensated by the Purchaser within a week.
30. The Co. reserves the right to make any exception of the aforesaid terms at its discretion.
31. The Purchaser should bid in the Auction Hall with clear understanding that the bid may be registered as S.T.A (Subject To Approval) or confirm according to the discretion of the Company's supervisor and the Purchaser cannot turn back from that bid.
32. Said as aforesaid all the other Terms and conditions of Sale by Public Auction will be generally applicable to these sale.
33. All complaints whatsoever in nature should be referred to the Sr. Manager (Stores), Century Rayon, Shahad -421 103, Dist. Thane.
34. Any dispute arising out of any contract shall be decided only, either by Court at Kalyan / Ulhasnagar, depending on pecuniary jurisdiction of the court.
35. Persons hindering the smooth conduct of Auction Sales or obstructing the bidders from bidding freely will be asked to vacate the Auction Hall immediately and may be debarred from attending auction.
36. Tax Collection at Source Under Section 206 C of Income Tax Act, 1961:  
**(A)** Parties must give their permanent account number. **(B)** The party status as to whether it is a proprietorship, partnership firm or a Company must be informed. **(C)** Tax collection at source on scrap materials covered within the definition of "Scrap" under section 206C of Income Tax Act,1961 **(I)** Income Tax will be collected at source @ 1% on total invoice value. **(II)** The Purchaser may have the relaxation from TCS in case he produces a certificate from his Assessing officer in Form no. 27 C certifying collection of Tax at Nil / Lower rate. Purchaser of Century Rayon Auction Materials are required to produce original and Xerox copies of following documents on demand at the time of depositing balance sales value to the Company before lifting the lot/s.
- (I) Valid Income Tax Clearance Certificate / PAN Number
  - (II) Sales Tax Registration Certificate / Certificate of Establishment.
  - (III) Status of the Purchaser.

#### **NOTICE**

#### **USED OIL, USED BATTERIES AND OLD COMPUTERS:**

Under the provision of Hazardous waste (Management & Handling) Rule, 1989 & recent notification of Ministry of Environment & Forest, Govt. of India on the basis of the decision of Supreme Court – Used Oil, Batteries coming under hazardous waste. It has to be sold to the genuine reprocessors /manufacturers having adequate Pollution Control facility and authentic License from Pollution Control Board which shall be submitted before lifting of materials by the party. Without the valid license it cannot be sold to them.