

<p>WESTERN COALFIELDS LIMITED</p> <p>(A Miniratna-Cat-1.Govt.as of India Undertaking)</p>		<p>Office of the GENERAL MANAGER(S&M)</p>
<p>Regd.Office,CoalEstate,Civil Lines Nagpur-440001 Tel.No.No.0712-2511061 – 2511323 FAX No.2512977</p>		
<p>NGP/WCL/S&M/Comml/1251</p>		<p>2.2.17</p>

NOTICE

Sub: Payment towards outstanding MMDR(DMF) dues w.e.f 12.1.15 by Consumers

Further to Notice No.NGP/WCL/S&M/Coordn/1568 dated 24.12.16, it is to inform that the Consumers who have furnished BG/Cash towards DMF arrears are also required to submit an indemnity bond for additional / future liabilities on DMF a/c.

The Indemnity bond is to be submitted as per format enclosed duly notarized on a Non judicial Stamp paper of Rs 500/-. The Indemnity bond has to be executed by the Signatory as per photo ID issued by Service Provider in case of e-auction buyers alongwith a self certified photo copy of ID.

It may be noted that the above is an interim arrangement till further Notice and WCL reserves the right to modify or discontinue the same any time. Further, this is without prejudice to the liability of DMF dues on Consumers/ Bidders.

Encl: a.a


2/2/17
General Manager(S&M)

INDEMNITY BOND

(TO BE FURNISHED ON NON-JUDICIAL STAMP PAPER OF Rs. 500 & NOTARIZED)

This deed of indemnity is executed by (Name of representative) (Age) (designation) on behalf of (Company Name I.e M/s _____ Pvt. Ltd.) (Address of the Company), hereinafter referred to as the 'indemnifier' which expression shall, unless repugnant to the context or meaning thereof, include it's successors, administrators, representatives and assignees, in favour of **Western Coalfields Limited, Civil Lines, Nagpur – 440 001** hereinafter referred to as the 'indemnified' which expression shall unless repugnant to the context or meaning thereof, include its successors and assignees.

Whereas, the Section 9-B of the Mine & Minerals (Development & Regulation) Act 1957, as amended by Mines and Minerals (Development and Regulation) Amendment Act, 2015, have come into force and State Governments of Maharashtra and Madhya Pradesh have raised the demand for DMF dues with retrospective effect i.e. from 12.01.2015.

And whereas, the indemnified i.e. WCL has raised the demand of Rs. _____ for paying DMF dues (including excise duty & sales tax), to all the consumers who have purchased coal from WCL on or after 12.01.2015 and the indemnifier i.e (Company Name I.e M/s _____ Pvt. Ltd.) has submitted Bank Guarantee numbering _____ dated _____ amounting to Rs. _____ towards the arrear of DMF dues from 12.01.2015.

And whereas indemnified has sought from the coal consumers to provide security for DMF dues, the indemnifier i.e. (Company Name I.e M/s _____ Pvt. Ltd.) hereby unconditionally and irrevocably agrees to keep alive the aforesated BG till the entire DMF Dues are settled and to indemnify and keep indemnified WCL for any loss occurred to it in respect of DMF dues (including excise duty & sales tax), over and above the amount of the aforesated Bank Guarantee, to be paid by the indemnifier as per the demand/future demand of WCL and also to indemnify WCL from and against all claims, actions, demand, costs and liabilities in respect of DMF dues (including excise duty & sales tax) to be paid by the indemnifier as per the demand/future demand of WCL.

Place:

Date:

.....
(Signature with name & designation of Indemnifier)

Witness:

1.
(Signature with Name of Witness)
2.
(Signature with Name of Witness)