

WESTERN COALFIELDS LIMITED

(A Miniratna-Cat-1.Govt.as of India Undertaking)



Office of the
GENERAL MANAGER(S&M)

Regd.Office,CoalEstate,Civil Lines Nagpur-440001Tel.No.No.0712-2511061 – 2511323 FAX No.2512977

NGP/WCL/S&M/Comm/1609

5.1.17

NOTICE

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

Further to Notice No.NGP/WCL/S&M/Coordn/1568 dated 24.12.16, it is to inform that FSA Consumers of WCL may furnish an Indemnity bond as an option towards DMF Security. Certain Consumers having FSA may have availed supplies under e-auction also. This option would be permissible only to the extent total DMF dues are covered under available Security Deposit (SD) under FSA. For the balance amount, if any, the Security in the form of cash / BG will have to be submitted.

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 of FSA or a duly authorized person in this behalf, in which case the documents of authorization will also have to be submitted .

This option will be for fresh financial Clearance by Rail / issuance of DOs by Road till 31.3.17 or Judicial Order in the matter of DMF, whichever is earlier.

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.


General Manager(S&M)

Encl: a.a

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 whereas indemnified has sought from the existing FSA consumers to provide security for DMF dues, the FSA consumer i.e. the indemnifier hereby unconditionally and irrevocably agrees to indemnify and keep indemnified WCL for any loss occurred to it in respect of DMF dues (including excise duty & sales tax) 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)