





21. As Per new Coal Distribution Policy, consumer Will have to enter into an Fuel Supply Agreement with MSMC which will be on the lines of FSA agreement to be entered by MSMC with the Coal Company (WCL), consumer will have to deposit amount of SD @5% of the value of annual requirement for which consumer intends to enter into agreement with MSMC and in case of default i.e non-lifting of coal by the consumer as per agreement, the amount of SD will be forfeited. Application submitted without firm commitment for entering into agreement with MSMC along with SD will not be considered.

Date :

Place :

Signature

Name .....

Seal

Application are requested to submit, either directly or through post, duly filled in applications along with required documents on before due date to Head Office of MSMC at Khanikarm Bhavan, Plot No,7, Ajni Chowk, Wardha Road, Nagpur 440015.

## DECLARATION

1. I / We confirm that the information furnished by me / us in this registration form is true and correct to the best of my / our knowledge and belief and no material facts have been concealed by me / us. I / We understand that my our registration is liable to be cancelled in the event the information furnished by me/us is found to be untrue / incorrect and would result in the forfeiture of the registration fees
2. I / We hereby instruct and authorize MSMC to issue me / us the User-ID and Password to access the services of MSMC. I / We agree that I / We shall change the password on receipt by me / us and keep it confidential. I / We agree that MSMC shall not be held responsible in any way for any losses that may be suffered by me I us as a result of disclosure of the password to any other person.
3. I / We understand that my/our inability to participate in any event due to disruption of my / our internet services, or due to bandwidth problems with my / our local Internet service providers are beyond the control of MSMC.
4. I / We agree that MSMC shall not be liable responsible for any interruption in coal e-Distribution service caused by any means.
5. I / We understand that MSMC 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.
6. I / We agree and undertake to ensure that the safety, security, data integrity service or any other facts / information is not compromised with anyone else.
7. I / We confirm to abide by the MSMC coal e-Distribution Policy and process as displayed on MSMC Coal e-Distribution website ([auction.coaljunction.com/msmc](http://auction.coaljunction.com/msmc)) regarding the coal e-Distribution events that would be organized by MSMC from time to time while placing my / our inputs in any e-selling event. I / We understand that my / our input in an e-Distribution event would be construed as my / our acceptance to comply with the specific terms & condition for that event. I / We understand that if our /my input is accepted by MSMC, I / We are obliged to complete the transaction and my input shall remain valid during the validity period for consideration as per the terms of MSMC Coal e-Distribution Policy.
8. I / We agree In the event of any failure on our part to comply with all or any of the Terms & Conditions regarding the Coal e-Distribution services, MSMC will be within its right to take any punitive measure against me / us including permanently debarring / blacklisting from participation in any or all MSMC Coal e-Distribution events.
9. I / We understand that MSMC may terminate my/ our membership at any time by serving a notice in writing or through e-mail to me / us without assigning any reasons. I / We understand that the termination of my / our membership shall not absolve me / us of our existing obligations to MSMC, and such obligations shall survive the termination of membership till final discharge.
10. I / We undertake to immediately, within 30 days from the date of termination notice, pay and settle all outstanding debts and dues in full to MSMC as well as honour and complete all outstanding transactions and effect the sale and for purchase of products and for services made on or through MSMC.
11. I / We agree to resolve all disputes with MSMC amicably failing which the disputes shall be referred to arbitration consisting of a sole arbitrator to be appointed by the Managing Director of MSMC and the court at Nagpur shall have the exclusive jurisdiction and the Arbitral proceedings shall be conducted in English language and in accordance with the Arbitration & Conciliation Act, 1996 and any amendment made

thereto up-to-date. Each Party shall bear their respective expenses and cost of arbitral proceedings including fee of arbitrator. The award of the arbitrator shall be final and binding upon the parties.

11. I / We confirm having understood the process of participating in the Coal e-Distribution events conducted by MSMC.

12. I / We understand and agree that MSMC makes no warranty, representation or promise not expressly set forth in this agreement. MSMC disclaims and excludes any and all implied warranties of merchantability, fitness for a particular purpose and non-infringement, except as expressly set forth herein. MSMC makes no warranty with respect to any software, product, configuration or system tested, analysed or reviewed by MSMC 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 MSMC in connection with the services or this agreement are not warranted and client bears all risks of reliance thereon, MSMC 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 MSMC in connection with the services are not warranted and except as expressly set forth herein there shall be no claim against MSMC 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 the provisions of Indian laws as may be applicable from time to time.

Date :

Place :



Signature of Authorized Signatory  
(With Stamp)