

Annexure 3

REV F/09:01:000

Request letter for issue of Letter of Credit

From: (Name and Address of the Importer)

To

Indusind Bank Limited
_____ Branch

Dear Sir,

Request of issue of Letter of Credit

Our A/c No. _____ *with you*

We enclose an application cum agreement for issue of Import Letter of Credit for _____ favouring

towards import of _____.

Please establish the Letter of Credit and debit your charges to our captioned account .

- You may please debit the margin money for the Letter of Credit and open a fixed deposit covering the full validity period as also the usance period of the document covered under the Letter of Credit. The deposit receipt duly discharged will be handed over to you for your custody.

We hereby declare and confirm that we are not enjoying any fund based facilities from any of the Banks.

We further declare and confirm that we are not availing any non-fund based facilities from any of the Banks.

OR.

We would like to inform you that we are availing non-fund based facilities from _____ Bank details whereof are furnished in the attached Annexure. We further confirm that these non-fund based facilities are within limits and there are no over-dues in the said facilities.¹

We undertake to submit the documentary evidence of import within the stipulated time.

We request you to forward us the transmitted copy of the Letter of Credit for our records.

Yours faithfully

¹ Pl. obtain details of non facilities availed in Annexure and attach to this attached.

Authorized signatories

Annexure 4

REV:F/09:03:000

Declaration

FREE IMPORTABILITY DECLARATION

From: (Name and Address of the Importer)

Date:

Dear Sir

Rég: Import of _____
From : _____

With reference to the above, we hereby declare that:

1. We are eligible to import the above goods and the same will be utilized as per the provisions of the import.
2. The item imported are strictly in accordance with the terms and conditions of our industrial licence/registration issued to us by concerned authorities.
3. Such licence/registration has not been cancelled or withdrawn or otherwise made inoperative by concerned authority.
4. By import of goods in question, our production shall not exceed the licensed/authorised capacity (applicable in case of import of capital goods).
5. The import of the above said goods are covered under Chapter Item No. of Export Import Policy 2002-2007

We hereby confirm that the above import is not classified under Negative List of the Policy.

6. The subject goods are not banned or restricted or cancelled items and are being imported entirely at our risk and responsibility.
7. We hereby confirm that we have not approached any other banker for remittances, against the above import/for opening of import LC.

We further undertake to submit you the Exchange Control Copy of Bill of Entry/Post Parcel Wrappers immediately after the clearance of the goods.

Yours faithfully,

Authorised Signatory.

Annexure 5
 REV:F/09:02:001
 Application for Issue of Letter of Credit
 Issue Date 25.08.2003

SWIFT – 700	APPLICATION & GUARANTEE FOR ISSUE OF DOCUMENTARY CREDIT
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(To be stamped as an agreement; not to be attested)

IndusInd Bank Limited
 _____ Branch

(Importer's code No: _____)

20:	L/C No :
31C:	DATE :
23:	PREADVISED ON; PREADV/

PLEASE ESTABLISH BY SWIFT/TELEX/AIRMAIL DOCUMENTARY CREDIT AS PER DETAILS BELOW:

40A	TYPE OF L/C	<input type="checkbox"/> IRREVOCABLE <input type="checkbox"/> IRREVOCABLE & TRANSFERABLE <input type="checkbox"/> STANDBY
31 D	DATE & PLACE/COUNTRY OF EXPIRY	DATE : YY MM DD PLACE/COUNTRY:
50	NAME & ADDRESS OF THE APPLICANT	
59	NAME & ADDRESS OF THE BENEFICIARY WITH TEL, TLX, & FAX N	
32B	CURRENCY & AMOUNT OF CREDIT (IN AND WORDS)	
39A,	VARIATIONS IN L/C AMT	+ / _____ %
39C,	ADDITIONAL AMTS PERMITTED	
41	CREDIT AVAILABLE WITH CREDIT AVAILABLE BY	<input type="checkbox"/> PAYMENT; <input type="checkbox"/> NEGOTIATION; <input type="checkbox"/> ACCEPTANCE; <input type="checkbox"/> DEF PAYMENT;
	DRAFTS REQUIRED	<input type="checkbox"/> YES <input type="checkbox"/> NO
42C	DRAFTS AT	<input type="checkbox"/> AT SIGHT; <input type="checkbox"/> _____ DAYS FROM THE DATE OF
42A	DRAWEE	
42M	MIXED PAYMENT DETAILS	
42B	DEFERRED PAYMENT DETAILS	
43P	PARTIAL SHIPMENTS	<input type="checkbox"/> PERMITTED <input type="checkbox"/> PROHIBITED
43T	TRANSHIPMENT	<input type="checkbox"/> PERMITTED <input type="checkbox"/> PROHIBITED
44A	SHIPMENT FROM	
44B	SHIPMENT TO	
44C	LATEST SHIPMENT DATE: (YY MM DD)	
44D	SHIPMENT PERIOD	
45A	DESCRIPTION OF GOODS : (BRIEF DESCRIPTION WITH TERMS OF PRICE)	
	INCOTERMS : FOB/C & F/CIF.....	

46A	DOCUMENTS REQUIRED :
	<input type="checkbox"/> DRAFTS FOR _____ % OF INVOICE VALUE
	<input type="checkbox"/> COMPLETE SET OF CLEAN ON BOARD OCEAN BILLS OF LADING MADE TO ORDER OF/ENDORSED
	IN FAVOUR OF INDUSIND BANK LTD. A/C . APPLICANT QUOTING OUR L/C NO.& DATE MARKED
	FREIGHT PRE-PAID / TO PAY AND NOTIFY APPLICANT AND INDUSIND BANK LIMITED.,
	<input type="checkbox"/> AIRWAY BILL SHOWING THE ABOVE GOODS CONSIGNED TO INDUSIND BANK LTD. A/C _____ NOTIFY APPLICANT
	<input type="checkbox"/> CERTIFICATE OF ORIGIN ISSUED BY _____
	<input type="checkbox"/> INSURANCE POLICIES/CERTIFICATES IN DUPLICATE COVERING MARINE/AIR AND WAR RISKS AND ALSO SRCC AND MALICIOUS DAMAGES FOR C I F VALUE GIVE _____% OR)
	<input type="checkbox"/> INSURANCE POLICIES/CERTIFICATES IN DUPLICATE COVERING MARINE/AIR INSURANCE AS PER INSTITUTE CARGO CLAUSE(F P A W A/ALL RISKS) AND PERILS AS PER INSTITUTE SRCC CLAUSES, RISKS AS PER INSTITUTE CLAUSE, COVER FOR CIF FOR CIF VALUE PLUS _____ %
	<input type="checkbox"/> SIGNED COMMERCIAL INVOICES IN _____ COPIES
47A	ADDITIONAL CONDITIONS
	IMPORT IS COVERED UNDER NEGATIVE LIST/NON NEGATIVE LIST
	ALL DOCUMENTS MUST MENTION OUR L/C NUMBER:
	ALL TRANSPORT DOCUMENTS/INVOICES MUST MENTION IMPORT LICENSE DETAILS.
71B	CHARGES
	<input type="checkbox"/> ALL CHARGES: _____ <input type="checkbox"/> (SPECIFY) _____
	TO BENEFICIARY'S A/C _____ TO APPLICANT'S A/C _____
48	PERIOD OF PRESENTATION _____
49	CONFIRMATION INSTRUCTION _____ <input type="checkbox"/> WITH CONFIRMATION <input type="checkbox"/> WITHOUT CONFIR
57 A/D	CREDIT TO BE ADVISED TO THE BENEFICIARY THROUGH (BANK) _____

IN CONSIDERATION OF YOUR OPENING A LETTER OF CREDIT AS ABOVE.I/WE HEREBY UNDERTAKE TO ACCEPT AND PAY IN DUE COURSE ALL DRAFTS DRAWN WITHIN THE TERMS THEREOF AND/OR TO TAKE UP AND PAY FOR ALL DOCUMENTS NEGOTIATED THERE UNDER ON PRESENTATION, AND IN DEFAULT OF MY/OUR SO DOING YOU MAY SELL THE GOODS BEFORE OR AFTER ARRIVAL AND I/WE UNDERTAKE TO REIMBURSE YOU FOR ANY SHORTFALL THAT MAY OCCUR AND I/WE HEREBY FURTHER UNDERTAKE FORTHWITH ON DEMAND MADE BY YOU IN WRITING TO DEPOSIT WITH YOU SUCH SUM OR SECURITY OR FURTHER SUM OR SECURITY AS YOU MAY FROM TIME TO TIME SPECIFY AS SECURITY FOR THE DUE FULFILLMENT OF OUR OBLIGATION HEREUNDER AND ANY SECURITY SO DEPOSITED WITH YOU MAY BE SOLD BY YOU ON YOUR GIVING REASONABLE NOTICE OF SALE TO US AND THE SAID SUM OF THE PROCEEDS OF SALE THE SECURITY MAY BE APPROPRIATED BY YOU, IN OR TOWARDS SATISFACTION OF OUR SAID OBLIGATIONS AND ANY LIABILITY OF OURS ARISING OUT OF THE NON FULFILLMENT THEREOF.

YOU ARE TO HAVE A LIEN ON ALL GOODS, DOCUMENTS AND POLICIES AND PROCEEDS THERE OF FOR ANY OBLIGATIONS OR LIABILITIES PRESENT OR FUTURE INCURRED BY YOU UNDER ARISING OUT OF THIS CREDIT.

I/WE APPROVE OF THE NEGOTIATION OF DRAFTS DRAWN UNDER THE CREDIT BEING CONFINED TO YOUR BRANCHES CORRESPONDENTS.

THE RELATIVE SHIPPING DOCUMENTS HAVE TO BE SURRENDERED TO ME/US AGAINST PAYMENT/ACCEPTANCE.

IF AT ANY TIME AND FROM TIME TO TIME HEREAFTER AND AT OUR REQUEST YOU ENHANCE THE AMOUNT OF THE LETTER OF CREDIT OR AMEND ANY OF THE TERMS THEREOF (INCLUDING) EXTENSION OF THE VALIDITY OF THE CREDIT FOR SHIPMENT AND/OR NEGOTIATION OF DOCUMENTS. THEN NOTWITHSTANDING THE AMOUNT AND THE TERMS SPECIFIED IN THE APPLICATION, OUR GUARANTEE SHALL COVER AND BE DEEMED TO COVER THE ENTIRE AMOUNT OF THE ENHANCED LETTER OF CREDIT ISSUED BY YOU AND ANY OTHER AMENDMENTS EFFECTED THEREOF AND OUR LIABILITY WILL BE FOR THE ENTIRE AMOUNT OF THE LETTER OF CREDIT ENHANCED AND/OR AMENDED AT OUR REQUEST. WE SHALL CONTINUE TO BE BOUND BY ALL THE OTHER TERMS AND CONDITIONS OF THE APPLICATION AND GUARANTEE NOTWITHSTANDING SUCH ENHANCEMENT OR AMENDMENTS FROM TIME TO TIME AS YOU SHALL MAKE AT OUR REQUEST IN THE VALUE AND TERMS OF THE LETTER OF CREDIT.

I/WE HEREBY AGREE AND DECLARE THAT IN THE EVENT OF MY/OUR FAILING TO RETIRE THE BILLS DRAWN UNDER L/C ON DUE DATES IN CASE OF USANCE BILLS AND WITHIN 10 DAYS FROM THE DATE OF RECEIPT OF DOCUMENTS BY YOU IN CASE OF SIGHT BILLS YOU SHALL BE AT LIBERTY TO CRYSTALLISE THE FOREIGN CURRENCY RUPEE LIABILITY THEREUNDER ON THE DUE DATE OR ON THE EXPIRY OF THE 10TH DAY AS THE CASE MAY BE AND CONVERT THE SAME TO RUPEES AT THE PREVAILING BILL SELLING RATE OR AT THE CONTRACT RATE WHICHEVER APPLICABLE.

I/WE UNDERTAKE TO REIMBURSE TO YOU ON DEMAND THE RUPEE EQUIVALENT SO DETERMINED TOGETHER WITH INTEREST THEREON AT NORMAL RATE FROM THE DATE OF NEGOTIATION. THE DATE OF CRYSTALLISATION AND THEREAFTER AT PENAL RATE AS APPLICABLE THERETO.

I/WE UNDERTAKE TO BOOK SUCH FORWARD CONTRACTS WITH YOU IN AS MUCH AS THE BOOKING OF FORWARD CONTRACTS FORMS PART OF THE ARRANGEMENT BY YOU UNDER THE L/C. IF I/WE BOOK FORWARD CONTRACTS WITH OTHER BANKS UNDER THIS LETTER OF CREDIT. I/WE ARE LIABLE TO PAY TO YOU YOUR COMMISSION IN LIEU OF EXCHANGE IN ADDITION TO SWAP COST AND INTEREST FROM THE DATE OF NEGOTIATION AT THE FOREIGN CENTRE TILL THE DATE OF CREDIT OF PROCEEDS IN YOUR NOSTRO ACCOUNT.

IN CASE I/WE DO NOT BOOK THE FORWARD CONTRACT, I/WE UNDERTAKE TO BUY THE RELATIVE EXCHANGE IN CONNECTION WITH FOREIGN EXCHANGE RETIREMENT OF THE BILLS/DOCUMENTS ETC; I/WE ARE LIABLE TO PAY TO YOU YOUR COMMISSION IN LIEU OF EXCHANGE IN ADDITION TO SWAP COST AND INTEREST FROM THE DATE OF NEGOTIATION AT THE FOREIGN CENTRE TILL THE DATE OF CREDIT PROCEEDS IN YOUR NOSTRO ACCOUNT.

I/WE UNDERTAKE TO SUBMIT APPROPRIATE EVIDENCE OF IMPORT AS PER REGULATIONS UNDER FEMA 1999, AND RELATED EXCHANGE CONTROL REGULATIONS ISSUED BY RESERVE BANK OF INDIA, AS AMENDED FROM TIME TO TIME.

NOTWITHSTANDING ANY OF ABOVE MENTIONED TERMS OF CREDIT, I/WE UNDERTAKE TO MAKE GOOD ANY SUCH CHARGES/EXPENSES. INCURRED BY YOU NOT RECOVERABLE/HONOURED BY THE BENEFICIARY AS PER TERMS OF THIS CREDIT, IN THE COURSE OF ESTABLISHING THIS CREDIT / NEGOTIATION OF DOCUMENTS UNDER THIS CREDIT AND/OR ANY OTHER RELATED EVENT.

WE HEREBY DECLARE AND CONFIRM THAT WE ARE NOT ENJOYING ANY FUND BASED FACILITIES FROM ANY OF THE BANKS.

WE FURTHER DECLARE AND CONFIRM THAT WE ARE NOT AVAILING ANY NON-FUND BASED FACILITIES FROM ANY OF THE BANKS.

OR.

WE WOULD LIKE TO INFORM YOU THAT WE ARE AVAILING NON-FUND BASED FACILITIES FROM _____ BANK DETAILS WHEREOF ARE FURNISHED IN THE ATTACHED ANNEXURE. WE FURTHER CONFIRM THAT THESE NON-FUND BASED FACILITIES ARE WITHIN LIMITS AND THERE ARE NO OVER-DUES IN THE SAID FACILITIES.¹

¹ Pl. obtain details of non facilities availed in Annesure and attach to this attached.

DATE:
PLACE:

AUTHORISED SIGNATORY

INDUSIND BANK LTD, DR. Gopal Das Bhavan, 28, Barakhamba Road,
New Delhi -110 001
FORM NO.1.

Declaration-cum-Undertaking

(Under Section 10(5), Chapter III of FEMA-1999)

I/We hereby declare that the transaction the details of which are specifically mentioned in the schedule hereunder does not involve, and is not designed for the purpose of any contravention or evasion of the provisions of the aforesaid act or of any rule, regulation, notification, direction or order made thereunder.

I/We also hereby agree and undertake to give such information/documents as will reasonable satisfy you about this transaction in terms of the above declaration.

I/We also understand that if I/We refuse to comply with any such requirement or make only unsatisfactory compliance therewith, the Bank shall refuse in writing to undertake the transaction and shall if it has reason to believe that any contravention/evasion is contemplated by me/us to report the matter to the Reserve Bank of India.

*I/We further declare that the undersigned has/have the authority to give this declaration and undertaking on behalf of the firm/company.

Signatures of the Applicant :

For Foreign Exchange :

Place :

Date :

- Applicable when the declaration/undertaking is signed on behalf of the Firm/Company.

SCHEDULE

All foreign exchange transactions as may be entrusted by us to the Bank from time to time.

FOR OFFICE USE

Note: (Details of the information/documentary evidence to be verified/recorded separately for each transaction.

f-Fema declaration

INDUSIND BANK LTD, DR. Gopal Das Bhavan, 28, Barakhamba Road,
New Delhi -110 001
FORM NO.2.

Declaration-cum-Undertaking

(Under Section 10(5), Chapter III of FEMA-1999)

I/We hereby declare that the transaction the details of which are specifically mentioned in the schedule hereunder does not involve, and is not designed for the purpose of any contravention or evasion of, the provisions of the aforesaid act or of any rule, regulation, notification, direction or order made thereunder.

I/We also hereby agree and undertake to give such information/documents as will reasonable satisfy you about this transaction in terms of the above declaration.

I/We also understand that if I/We refuse to comply with any such requirement or make only unsatisfactory compliance therewith, the Bank shall refuse in writing to undertake the transaction and shall if it has reason to believe that any contravention/evasion is contemplated by me/us to report the matter to the Reserve Bank of India.

*I/We further declare that the undersigned has/have the authority to give this declaration and undertaking on behalf of the firm/company.

Signatures of the Applicant :

For Foreign Exchange :

Place :

Date :

- Applicable when the declaration/undertaking is signed on behalf of the Firm/Company.

SCHEDULE

1. Nature/Purpose of Foreign Exchange Transaction :
2. Amount of Foreign Exchange :
3. Beneficiary :

FOR OFFICE USE

Note: (Details of the documentary evidence verified.

1.

2.

3.

f-Femo declaration

(To be obtained on Letterhead)

To,
IndusInd Bank Ltd
_____ Branch

Date:
IE CODE _____

Dear Sir,

Sub: Application for payment of Import Bill

I/We wish to make payment of import bill having ref. no. _____ Dtd. _____ / _____ / _____ for _____ (Foreign Currency & Amount).

For making payment of the above mention import bill, I/We

have booked the FX conversion rate @ _____ (confirmed to Mr / Mrs. _____)

wish to utilise the forward contract no. _____ for _____ (Foreign Currency & Amount)

Debit authorization:

We here by accept the all discrepancy in document and authorize you to debit my / our CA / CC Account No. _____ for making payment of the import bill along with all statutory charges and your bank charges on due date

In case of Payment by debit to EEFC account:

I/We hereby authorize you to debit my/our EEFC Account No. _____ for making payment of the import bill. Please debit my / our CA / CC Account No _____ for all statutory charges and your bank charges.

– Please find enclosed herewith

- Underlying documents (please specify) _____
- Exchange control copy of Bill of Entry no. _____ dated ___ / ___ / ___

Or

- I/We undertake to submit the Bill of Entry within 3 months from the date of outward remittance.

A) In case of freely importable goods:

- We declare that the goods to which this application relates have been/ will be imported* by us for which Payment/ advance payment* is being made are not covered under prohibited or restricted list and are freely importable as per extant Foreign Trade Policy and amendments there to till date.

OR

In case of import of restricted goods under License:

- We declare that the goods which this application relates have been/will be imported* by us for which payment/advance payment* is being made are Restricted for Import as per existing EXIM Policy. We enclose original exchange control copy of the license issued by D.G.F.T. We confirm that the Import license against which the remittance is sought is valid and has not been cancelled by DFGT.

(*Strike out the item not applicable).

B) Import Particulars are as under:

Invoice number and date	Currency	Amount	Terms of Shipment. (CIF, FOB, C&F etc.)	Description of goods	Harmonized System Classification Code	Actual Date of Shipment (for Import Payments) / Approx. date of shipment (for Import Advance)

The value of the goods declared on the invoice is the real value of the goods to be imported into India.

DECLARATION-CUM UNDERTAKING (Under Section 10 (5), Chapter III of FEMA 1999)

I/We hereby declare that the transaction, details of which are specifically mentioned in this request letter does not involve, and is not designed for the purpose of any contravention or evasion of the provisions of the aforesaid Act or of any rules, regulation, notification, direction or order made there under. I/we also hereby agree and undertake to give such information/documents as well reasonably satisfy you about this transaction in terms of the above declaration. I/We also understand that if I/We refuse to comply with any such requirement or make only unsatisfactory compliance therewith, the bank shall refuse in writing to undertake the transaction and shall if it has reason to believe that any contravention/evasion is contemplated by me/us report the matter to Reserve Bank of India.

I/We further declare that the undersigned has the authority to sign and submit this application, declaration cum undertaking on behalf of the firm/company.*

Please hand over the original import documents to the bearer of this letter whose signature is attested herewith. (*Applicable in case of DP/Sight documents*)

(Bearer's signature)

Signature Attested

Thanking you.

Yours faithfully,

For

(Authorised Signatory)

*Applicable when the application and declaration cum undertaking is signed on behalf of the firm / company

Strike out whichever is not applicable

Declaration to obtained from the remitter on their Letter head

Ref.....

Date:

The Branch Manager
IndusInd Bank
_____ Branch

Dear Sir/Madam,

This is to certify that -

1. I/We _____ (Name of the remitter) having PAN _____ is remitting a sum of (currency) _____/- (Amount in words) to _____ (Name and Address of the Payee) in respect of _____ (Nature of expenses).
2. I/ We hereby confirm that amount to be remitted is not chargeable to be taxed in India because _____ (please provide rational). Therefore Form 15CA and Form 15CB as per provisions of Rule 37BB of the Income Tax Rules, 1962 are not required to be submitted.
3. In the event if there is any Income Tax query/inquiry/notice demanding details/information in India in respect of this particular remittance, I/We undertake to provide with all the necessary information/document to IndusInd Bank as required by the Income tax department.
4. Further, I/We shall indemnify IndusInd Bank for any tax/interest or penalty levied by the Income-tax/Income tax Appellate Authorities/Courts in India for non deduction of tax or non-compliance with the relevant provisions of Income tax law in regards to this remittance.

Yours faithfully,

Authorised Signatory

_____ (Name of Authorized signatory)

_____ (PAN of Remitter)

_____ (Account Number of the client)

(Copy of PAN and Address proof required in case remitter is not having account with IndusInd Bank)