

DOCUMENTARY CREDIT APPLICATION FORM (LC)

(This application should be Stamped/ Franked for Rs.100/- or as per the Stamp Act of the place of issuance of the L/C on / prior to the application date)

APPLICATION CUM UNDERTAKING FOR

ISSUE OF IRREVOCABLE DOCUMENTARY FOREIGN LETTER OF CREDIT

To,
The Manager, Forex Department,
The Cosmos Co-operative BANK LTD,
_____ Branch

Dear Sir,

I/We request you to establish with your correspondents in _____(Country) Documentary credit as per details below:

40A: ***	TYPE OF L/C	IRREVOCABLE
31D : ***	DATE & PLACE OF EXPIRY:	
50 : ***	NAME AND ADDRESS OF THE APPLICANT	
59	NAME AND ADDRESS OF THE BENEFICIARY	

32B: ***	CURRENCY & AMOUNT OF CREDIT IN	
39A: #	PERCENTAGE CREDIT AMOUNT TOLERANCE	
39B: #	MAXIMUM CREDIT AMOUNT	
39C:	ADDITIONAL AMOUNTS COVERED (USANCE INTEREST)	
41a : (A/D) ***	CREDIT AVAILABLE WITH CREDIT AVAILABLE BY	<input type="checkbox"/> ACCEPTANCE <input type="checkbox"/> DEF PAYMENT <input type="checkbox"/> NEGOTIATION <input type="checkbox"/> SIGHT PAYMENT
42c:	DRAFTS AT	<input type="checkbox"/> AT SIGHT <input type="checkbox"/> _____ DAYS FROM DATE OF SHIPMENT /ACCEPTANCE/DRAFT
42a:	DRAWEE	
43P:	PARTIAL SHIPMENTS	<input type="checkbox"/> PROHIBITED <input type="checkbox"/> PERMITTED
43T:	TRANSHIPMEN TS	<input type="checkbox"/> PROHIBITED <input type="checkbox"/> PERMITTED
44A:	SHIPMENT FROM	
44B :	SHIPMENT TO	VIA
44C:	LATEST DATE OF SHIPMENT	
45A:	QUANTITY AND DESCRIPTION OF GOODS (BRIEF DETAILS)	INCOTERMS: CIF / CFR / FOB / _____ (Strike out which is not applicable)

***	IMPORT LICENCE/OGL DETAILS	
***	IMPORT EXPORT CODE NO.	
46A:	DOCUMENTS REQUIRED	<p>[] SIGNED DRAFTS FOR 100% OF THE INVOICE VALUE.</p> <p>[] SIGNED COMMERCIAL INVOICE (S) IN _____ COPIES</p> <p>[] FULL SET OF SIGNED “CLEAN” "ON BOARD" OCEAN BILLS OF LADING MADE OUT TO ORDER AND BLANK ENDORSED MARKED FREIGHT PREPAID/FREIGHT PAYABLE AT DESTINATION EVIDENCING SHIPMENT OF MERCHANDISE DESCRIBED ABOVE. BILLS OF LADING MUST STATE FULL NAME AND ADDRESS OF BOTH APPLICANT AND THE COSMOS CO-OPERATIVE BANK LIMITED AS PARTIES TO BE NOTIFIED.</p> <p style="text-align: center;">OR</p> <p>[] AIRWAY BILL (ORIGINAL PLUS THREE COPIES) ISSUED BY AIRLINE OR IT’S AGENT MADE IN THE NAME OF THE COSMOS CO-OPERATIVE BANK LIMITED FOR ACCOUNT APPLICANT EVIDENCING THE CURRENT AIRFREIGHT OF GOODS. AIRWAY BILL SHOULD BE MARKED “FREIGHT PREPAID/TO COLLECT”. AIRWAY BILLS MUST STATE FULL NAME AND ADDRESS OF APPLICANT AND THE COSMOS CO-OPERATIVE BANK LIMITED AS PARTIES TO BE NOTIFIED. AIRWAY BILL MUST INDICATE FLIGHT NUMBER AND DATE.</p> <p>[] Marine/AVIATION INSURANCE PolicY or Certificate (ORIGINAL PLUS COPY) dated not later than the date of Bills of Lading/ Airway Bill signed and issued by insurance company made to order AND BLANK ENDORSED IN CURRENCY OF THE CREDIT for 130 % OF INVOICE value , covering Institute Cargo Clause (A), with extended cover for transshipment risks, if applicable, theft, pilferage, breakage and non-delivery, Institute War Clause (Cargo) and Institute Strikes Clause (Cargo), institute transit clauses for Warehouse to Warehouse cover with claims payable in India irrespective of percentage.</p> <p>[] SIGNED PACKING LIST IN TRIPLICATE</p> <p>[] CERTIFICATE OF ORIGIN ISSUED BY CHAMBER OF COMMERCE IN TRILICATE CERTIFYING GOODS OF _____ ORIGIN.</p> <p>[] SHIPPING COMPANY’S OR THEIR AGENT’S CERTIFICATE (IN DUPLICATE) STATING THAT THE CARRYING VESSEL NAMED IN THE BILL OF LADING IS A SEAWORTHY VESSEL, NOT MORE THAN TWENTY-FIVE YEARS OLD, HAS BEEN APPROVED UNDER</p>

		<p>INSTITUTE CLASSIFICATION CLAUSE (CLASS MAINTAINED EQUIVALENT TO LLOYDS 100 A1) AND HAS BEEN REGISTERED WITH AN APPROVED CLASSIFICATION SOCIETY (CERTIFICATE TO SPECIFY THE NAME OF THE CLASSIFICATION SOCIETY).</p> <p>[] BENEFICIARY'S CERTIFICATE TO THE EFFECT THAT ONE ADDITIONAL SET OF NON- NEGOTIABLE DOCUMENTS INCLUDING ONE COPY EACH OF INVOICE,AWB/BL,INSURANCE DOCUMENTS IF ANY,CERTIFICATE OF ORIGIN HAS BEEN FORWARDED TO THE APPLICANT BY COURIER AT THE EARLIEST BUT NOT MORE THAN TWO WORKING DAYS AFTER SHIPMENT. (ANY OTHER DOCUMENTS AS MAY BE REQUIRED)</p>
47 A:T	ADDITIONAL CONDITIONS	<p>SEPARATE DRAFT AND INVOICE FOR INTEREST AMOUNT REQUIRED</p> <p>INVOICE SHOULD QUOTE IMPORT LICENCE/OGLE REFERENCE AND CERTIFY THAT THE GOODS SUPPLIED ARE AS PER PURCHASE ORDER OF THE APPLICANT. GROSS FOB/CIF/CFR VALUE OF THE GOODS BEFORE DEDUCTION OF AGENT'S COMMISSION, IF ANY, MUST NOT EXCEED THE MAXIMUM CREDIT AMOUNT.</p> <p>ALL DOCUMENTS MUST BE IN ENGLISH</p> <p>ALL DOCUMENTS MUST MENTION OUR L/C NUMBER AND DATE AND THAT THE GOODS ARE FREELY IMPORTABLE UNDER FOREIGN TRADE POLICY 2015-2020 / ARE IMPORTED UNDER LICENSE NUMBER _____(WHICHEVER IS APPLICABLE)</p> <p>DOCUMENTS PRODUCED BY REPROGRAPIC PROCESS/COMPUTERISED CARBON COPIES ARE NOT ACCEPTABLE UNLESS MARKED ORIGINAL AND SIGNED.</p> <p>OTHERS, PLEASE SPECIFY</p>
71 B:	SPECIFY IF ANY CHARGES ARE TO BENEFICIARY'S ACCOUNT	

48:	PERIOD OF PRESENTATION OF DOCUMENTS	WITHIN _____ DAYS FROM THE DATE OF _____
49: ***	CONFIRMATION INSTRUCTIONS	WITH _____ WITHOUT _____ CHARGES PAYABLE BY _____
57a	“ADVISE THROUGH” BANK	
72:	SENDER TO RECEIVER INFORMATION	

***** INDICATES MANDATORY FIELDS**

ONLY ONE OF THE FIELDS 39A OR 39B IS TO BE FILLED

I/WE HEREBY DECLARE THAT THE TRANSACTION COVERED UNDER THE CREDIT (THE “TRANSACTION”), DOES NOT INVOLVE, AND IS NOT DESIGNED FOR THE PURPOSE OF ANY CONTRAVENTION OF THE PROVISIONS OF THE FOREIGN EXCHANGE MANAGEMENT ACT 1999 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 REASONABLY SATISFY YOU ABOUT THE TRANSACTION IN TERMS OF ABOVE DECLARATION.

WE HEREBY CONFIRM AND CERTIFY THAT:

(A) THE GOODS IMPORTED / BEING IMPORTED BY US UNDER THE CREDIT ARE NOT COVERED UNDER PROHIBITED/NEGATIVE LIST OF IMPORTS AS MENTIONED IN FOREIGN TRADE POLICY 2015-2020 AND AMENDMENTS THERETO TILL DATE.

(B) THE GOODS IMPORTED / BEING IMPORTED BY US UNDER THE CREDIT ARE NOT COVERED UNDER NEGATIVE LIST OF IMPORTS AS MENTIONED IN FOREIGN TRADE POLICY 2015-2020 AND AMENDMENTS THERETO TILL DATE AND THE ORIGINAL LICENSE ISSUED BY THE DGFT IS ATTACHED HEREWITH.

(STRIKE OUT WHICHEVER IS NOT APPLICABLE)

(C) WE ARE ELIGIBLE TO IMPORT THE ABOVE MENTIONED GOODS UNDER THE CURRENT FOREIGN TRADE POLICY IN PLACE.

(D) THE SAID GOODS IMPORTED / BEING IMPORTED BY US ARE NOT RESTRICTED FOR IMPORT THROUGH SPECIFIC LICENSING UNDER THE ABOVE MENTIONED POLICY AND AMENDMENTS THERETO TILL DATE.

(E) ITC (HS) CLASSIFICATION CODE NO. _____

(F) THE CARRYING VESSEL AND THE PORTS FROM/TO WHICH THE GOODS ARE SHIPPED AS MENTIONED IN OUR APPLICATION FORM AND GUARANTEE FOR ISSUE OF IRREVOCABLE DOCUMENTARY LETTER OF CREDIT ARE FREE FROM EMBARGOS AND THAT THERE ARE NO SUBSISTING SANCTIONS IMPOSED ON THE VESSEL/S AND THE PORT/S.

WE ALSO UNDERTAKE TO SUBMIT THE RELATIVE EXCHANGE CONTROL COPY OF THE BILL OF ENTRY / POSTAL WRAPPERS TO YOU IMMEDIATELY AFTER CLEARANCE OF THE SAID GOODS, IN ANY CASE WITHIN 3 MONTHS FROM THE DATE OF REMITTANCE / PAYMENT. FURTHER, WE DECLARE THAT THE ITEMS IMPORTED WILL BE USED / DISPOSED OF AS PER THE PROVISION CONTAINED IN THE POLICY / PROCEDURE. I/WE FURTHER DECLARE THAT THE UNDERSIGNED HAS THE AUTHORITY TO GIVE THE DECLARATIONS, UNDERTAKINGS AND INSTRUCTIONS AS ABOVE, ON BEHALF OF THE COMPANY.

THIS LETTER OF CREDIT IS SUBJECT TO UCPDC 2007 REVISION ICC NO 600 READ ALONG WITH ICC DOCUMENT NO URR725, ISP98 AND ISBP LATEST VERSION.

DECLARATION/UNDERTAKING

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 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 ANY SECURITY FOR THE DUE FULFILLMENT OF OUR OBLIGATIONS HEREUNDER AND ANY SECURITY SO DEPOSITED WITH YOU AS MAY BE SOLD BY YOU ON YOUR GIVING REASONABLE NOTICE OF SALE TO US AND THE SAID SUM OR THE PROCEEDS OF SALE OF 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 LIEN ON ALL GOODS, DOCUMENTS AND POLICIES AND PROCEEDS THEREOF FOR ANY OBLIGATIONS OR LIABILITIES PRESENT OR FUTURE INCURRED BY YOU UNDER OR ARISING OUT OF THIS CREDIT.

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

WHEREVER, BASED ON REIMBURSEMENT CLAUSE OF LC, THE NEGOTIATING BANK HAS CLAIMED REIMBURSEMENT AND OUR NOSTRO ACCOUNT IS DEBITED BEFORE RECEIPT OF DOCUMENTS/PAYMENTS, WE AGREE TO PAY APPLICABLE INTEREST FROM THE DATE OF NOSTRO DEBIT TILL THE DATE OF PAYMENT OF IMPORT BILL.

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 THIS APPLICATION , OUR GUARANTEE SHALL COVER AND BE DEEMED TO COVER THE ENTIRE AMOUNT OF THE ENHANCED LETTER OF CREDIT ISSUED BY YOU AND OTHER AMENDMENTS EFFECTED THERETO AND OUR LIABILITY WILL BE FOR THE ENTIRE AMOUNT OF THE LETTER OF CREDIT TO BE ENHANCED AND /OR AMENDED AT OUR REQUEST. WE SHALL CONTINUE TO BE BOUND BY ALL OTHER TERMS AND CONDITIONS OF THE APPLICATION AND GUARANTEE NOTWITHSTANDING SUCH ENHANCEMENT OR AMENDMENTS FORM TIME TO TIME AS YOU MAY MAKE AT YOUR REQUEST IN THE VALUE AND TERMS OF THE LETTER OF CREDIT.

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 5 BANKING DAYS FROM DATE OF RECEIPT OF DOCUMENTS BY YOU IN CASE OF SIGHT BILLS. YOU SHALL BE AT LIBERTY TO CRYSTALLIZE THE FOREIGN CURRENCY RUPEE LIABILITY THEREUNDER ON THE DUE DATE OR ON THE EXPIRY OF THE 5TH BANKING DAY AS THE CASE MAY BE AND CONTRACT RATE WHICHEVER MAY BE APPLICABLE.

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

YOU WOULD BOOK FORWARD CONTRACTS IF, WE DECIDE TO COVER THE FLUCTUATIONS IN THE EXCHANGE RATES. I /WE UNDERTAKE TO BOOK SUCH FORWARD CONTRACTS FORMS PART OF THE ARRANGEMENT BY YOU UNDER THE L/C. IF I/WE BOOK FORWARD CONTRACTS WITH OTHER BANKS AGAINST THIS LETTER OF CREDIT I/WE ARE/AM LIABLE TO PAY TO YOU COMMISSION IN LIEU OF EXCHANGE AS PER THE RATES PRESCRIBED BY THE BANK FROM TIME

TO TIME IN ADDITION TO SWAP 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 FOREIGN EXCHANGE IN CONNECTION WITH RETIREMENT OF BILLS/DOCUMENTS ETC UNDER THE LETTER OF CREDIT FROM YOU AT THE RULING RATE OF EXCHANGE. IN CASE FOREIGN EXCHANGE IN CONNECTION WITH RETIREMENT IS NOT BEING BOUGHT FROM YOU I/WE SHALL PAY COMMISSION IN LIEU OF EXCHANGE IN ADDITION TO SWAP COST AND INTEREST FROM THE DATE OF NEGOTIATION AT THE FOREIGN CENTER TILL THE DATE OF CREDIT OF PROCEEDS IN YOUR NOSTRO ACCOUNT.

WE ALSO AGREE TO PAY ALL COSTS (LEGAL COSTS ON FULL INDEMNITY BASIS) CUSTOMS DUTY, PENALTY, DEMURRAGE, STORAGE CHARGES AND ALL OTHER CHARGES AND EXPENSES WHICH YOU MAY BE PUT TO OR SUFFER OR INCURRED IN CONNECTION WITH THE GOODS AND OR THE DOCUMENTS OF TITLE TO GOODS, COVERED BY THE CREDIT OR IN THE EXERCISE OR ENFORCEMENT OF ANY RIGHT OR POWER HEREBY CONFERRED OR OTHERWISE HOWEVER IN THE PREMISES, AND FURTHER AGREE AND UNDERTAKE TO HOLD YOU SAFE AND HARMLESS AND KEEP YOU INDEMNIFIED AGAINST ANY CLAIM, ACTION, PROCEEDING, LIABILITY OR LOSS WHETHER DUE TO ANY DEFECT OR DISCREPANCY IN THE DOCUMENTS AND/ OR THE GOODS COVERED UNDER THE CREDIT OR OTHERWISE HOWSOEVER.

WE AGREE TO KEEP THE SAID GOODS FURTHER INSURED FROM THE TIME OF EXPIRY OF INSURANCE COVER UNDER THE INITIAL POLICY OR POLICIES OF INSURANCE, AGAINST ALL RISKS WHICH ARE NORMALLY COVERED FOR GOODS OF THE NATURE PURCHASED UNDER THE CREDIT AS ALSO AGAINST SUCH OTHER RISK (S) AS MAY BE REQUIRED BY YOU. UNTIL ALL YOUR DUES IN RESPECT OF THE CREDIT ARE PAID IN FULL, WE AGREE TO PAY TO YOU FORTHWITH MONEYS IF RECEIVED BY US UNDER ANY POLICY OR POLICIES OF INSURANCE AND UNTIL PAYMENT TO YOU OF SUCH INSURANCE MONEYS, I/ WE UNDERTAKE TO HOLD THE SAME IN TRUST FOR YOU.

WE REQUEST YOU TO DEBIT THE CHARGES FOR THIS LETTER OF CREDIT TO OUR CURRENT ACCOUNT / CC ACCOUNT NO. _____ WITH YOU.

* I/WE FURTHER DECLARE THAT THE UNDERSIGNED HAS/HAVE THE AUTHORITY TO GIVE THIS APPLICATION, DECLARATION AND UNDERTAKING ON BEHALF OF THE FIRM/COMPANY.

YOURS FAITHFULLY,

DATE:
PLACE:

(SIGNATURE OF THE
APPLICANT)

NAME :

ADDRESS:

***APPLICABLE WHEN THE APPLICATION /DECLARATION /UNDERTAKING IS
SIGNED ON BEHALF OF THE FIRM / COMPANY**