

APPLICATION FOR IRREVOCABLE DOCUMENTARY LETTER OF CREDIT

Date : .....

To  
The MUFG Bank, Ltd.

Dear Sirs,

Pursuant to General Indemnity for Letter of credit dated..... I/We hereby request you to issue an irrevocable Documentary Letter of Credit in accordance with under mentioned instructions (marked with 'X' where appropriate). You are authorised to debit our A/c No..... towards charges for opening L/C.

Credit is to be issued by  
 Full text swift without mail confirmation  
 Air mail  
 Air mail with preliminary swift advice  
 Full text through SFMS.

Type of LC 40A	Irrevocable This LC is	Transferable	Not Transferable
20	L/C No. (for Bank use)		
31C	Date of issue (for Bank use)		40E UCPURR Latest Version
31D	Date of Expiry _____ (YYYY/MM/DD)		Place of Expiry
50	Name & Address of the Applicant		59 Name & Address of the Beneficiary
32B	Currency & Amount of Credit (in figure) ..... & (in words) . ..... ..... .....		41D Credit available with  by Payment Negotiation Acceptance against presentation of documents stipulated here in below
39A	Percentage Credit Amount Tolerance		
42C	Beneficiary's Drafts At Sight At .....days from the date of transport document		42I Drafts to be drawn on Issuing Bank Your designated Correspondent for .....% Invoice Value
43P	Partial Shipments Permitted Prohibited		43T Transhipments Permitted Prohibited
44E	Shipment From		44F Shipment To
44B	Final Destination .....		44C Latest Shipment Date (YYYY/MM/DD) _____

This Documentary Credit is subject to Uniform Customs and Practice for Documentary Credits 2007 Revision, International Chamber of Commerce (ICC) Publication No. 600 & Uniform Rules for Bank to Bank Reimbursements under Documentary Credits, ICC Publication No.725 and duly issued modifications. Interpretation or clarification thereof. Incoterms 2010 – EXW (Ex-Works), FCA (Free Carrier), CPT (Carriage Paid To), CIP (Carriage Insurance Paid To), DAT (Delivered At Terminal), FAS (Free Alongside Ship), FOB (Free on Board), CFR (Cost Freight), CIF (Cost Insurance and Freight)

45A	Description of Goods							
As per	Purchase Contract	Proforma Invoice	Applicants	P.O. No. ....				
Date	.....							
Price Terms	EXW	FCA	CPT	CIP	DAT	FAS	FOB	CFR
	CIF and Place .....							

#### 46A Documents required

Signed commercial invoices in ..... original plus ..... copies, indicating LC number, Importer's code no. .... Import Trade Control (HS) Classification No. ....and Import of goods is covered under Para .....Chapter .....of extant Foreign Trade Policy \_\_\_\_\_  
 Import License No..... dated

Full set of clean onboard Ocean Bill of Lading Clean Multimodal Transport Document made out to the Order of "The MUFG Bank Ltd. Chennai Mumbai New Delhi Bangalore" marked "Freight Prepaid Collect " and "Notify Applicant" quoting credit number.

Clean Airway Bill consigned to "The MUFG Bank Ltd. Chennai Mumbai New Delhi Bangalore " marked "Freight Prepaid Collect " and "Notify Applicant" quoting credit number.

Clean House Airway Bill of .....indicating master airway bill number, name of the airline co., flight no., flight date & issuer's IATA registration number and consigned to "The MUFG Bank Ltd." Chennai Mumbai New Delhi Bangalore " marked "Freight Prepaid Collect" and "Notify Applicant" quoting credit number.

Full set of Clean Motor Transport Receipt duly signed and issued by any IBA approved Transport company  
 Clean Railway Receipt indicating date of shipment or the date the goods have been received for shipment and evidencing goods consigned in favour of "The MUFG Bank Ltd. Chennai Mumbai New Delhi Bangalore", marked "Freight Prepaid Collect and "Notify Applicant", quoting credit number.

Insurance Policy or Certificate in duplicate made to order and blank endorsed in the currency of the credit for full invoice value plus 10% dated not later than the date of transport document covering Institute Cargo Clauses (All Risks)/ Institute Cargo Clauses (Air), Institute war clauses (cargo/air cargo), Institute strikes, riots and civil commotions clauses, the institute theft, pilferage and non delivery clauses and the institute warehouse to warehouse clauses upto .....(Please indicate place of discharge upto which insurance cover is required) and also covering transshipment risk (if applicable) and also indicating all claims payable in India in the currency of the draft.

Certificate from the shipping company or its agent to the effect that the carrying vessel is

- (a) Not more than 20 years old
- (b) Registered with an approved classification society as per institute classification clauses and class maintained equivalent to LLOYDS 100A1

OR

Certificate from the shipping company or its agent to the effect that shipment has been done by sea-worthy vessels classed 100A1 by LLOYDS or equivalent classification society and approved by General Insurance Corporation of India.

Beneficiary's certificate to the effect that upon shipment one complete set of non-negotiable shipping documents has been sent to the accountee by Courier.

Packing List in .....copies.

Certificate of origin of .....in ..... copies issued by Chamber of Commerce excluding Iran/ or any of the OFAC sanctioned countries.

Inspection Certificate dated not later than the date of transport document, in .....copies

Other documents (please specify)

.....  
.....  
.....

**47A Additional conditions**

Insurance effected by the Applicant vide      Open Insurance Policy

Marine Declaration Form No. ....

Marine Insurance Cover note number .....of insurer M/s .....  
(Name and Address) their fax no.....

Upon shipment beneficiary must send intimation, giving details of shipment letter of credit number and date to

- (a)Applicant at fax no.....
- b)Applicant's insurer M/s .....

at fax no..... A copy of this message must accompany negotiable documents.

All-in cost including interest for usance upto .....basis points over 6 months LIBOR for the respective currency of credit is payable by the applicant and credit may be overdrawn by the same Negotiating Bank to certify the LIBOR rate prevailing on the date of shipment on their covering schedule.

**OR**

All-in cost including interest for usance upto .....% per annum is payable by the applicant and credit may be overdrawn by the same (**Applicable for Inland LC**).

Separate drafts and invoices must be drawn for the interest amount

Transport document must not be dated prior to the issuance date of the credit

All documents to indicate documentary credit number and date

The letter of credit is transferable only to .....(name of second beneficiary)  
by .....(name of the transferring Bank)

All parties to this letter of credit are advised that the US and other government and/or regulatory authorities impose specific sanctions against certain countries, entities and Individuals, Banks may be unable to process a transaction that involves a breach of sanctions and authorities may require disclosure of information. The MUFG Bank Ltd. is not liable if it, or any other person, fails or delays to perform the transaction, or discloses information as a result of actual or apparent breach of such sanctions.

Special Instruction (if any)

71B All banking charges outside India are for account of the Applicant      Beneficiary	48 Documents must be presented to the negotiating Bank/Paying Bank within .....days after the date of transport document but within the validity of the credit
49. Confirmation Instructions Confirm      Without Confirmation Confirmation charges to be borne by Applicant      Beneficiary	53I Reimbursement by swift is Acceptable      Prohibited
78 Instruction to Payment/Acceptance/Negotiating Bank	
57A SWIFT/IFSC* of Advising Bank -  ..... D Advising Bank's Name and Address ..... ..... ..... .....  *SWIFT applicable in case of foreign LC and IFSC applicable in case of Inland LC  .....	72 Sender to Receiver Information (please specify, if any)

In consideration of your issuing a credit substantially conforming to this request subject to the terms and conditions as set forth in the security agreement (Commercial Letter of Credit) forming part of this application to which I/We agree and undertake to hold myself/ourselves liable to you.

**We hereby declare that**

(1) The goods to which this application relates fall under Import Trade Control (HS) classification number ..... and are covered under para.....chapter.....of extant Foreign Trade Policy and/or covered under import license number..... dated.....

(2) The subject goods have not been included in the negative list/Banned or Restricted or canalised lists in the extant Foreign Trade Policy.

(3) I/We are eligible for importation of the above said goods and the said goods are imported entirely at our risk and responsibility.

(4) I/We hereby declare that the above transaction does not involve and is not designed for the purpose of any contravention or evasion of the provisions of FOREIGN EXCHANGE MANAGEMENT ACT, 1999 or of any rule, regulation, notification, direction or order made thereunder.

(5) I/We hereby declare that the transaction(s) does not relate to

- a) Any country(ies), organization, entities or individuals (under any law) relating to any sanction parties listed under United Nation, European Union, USA, Japan, India and other authorities.
- b) Any goods of origin from sanction countries listed under United Nation, European Union, USA, Japan, India and other authorities nor do the vessels or carriers employed for shipment/airway have any relation or nexus with Iran.
- c) Any prohibited goods under the list of United Nation, European Union, USA, Japan, India and other authorities.
- d) Any place of loading, place of discharge or place of transhipment under the list of United Nation, European Union, USA, Japan, India and other authorities nor any port located in Iran.
- e) Any vessel or carrier relating to any sanction parties listed under United Nation, European Union, USA, Japan, India and other authorities
- f) Any OFAC sanctioned countries, North Korean or Iranian measures of the foreign exchange and foreign trade act of Japan.

(6) I/We hereby further declare that the transaction does not fall under a transaction related to sanctions regulations under the Foreign Exchange and Foreign Trade Act of Japan (FEFTA).

(7) I/We hereby declare that the goods to which this application relates are freely importable and in case the ordered goods imported from UAE & Turkey, are not meant to be transferred from any Iranian persons or sanctioned industrial sectors of Iran and are covered under extant Foreign Trade Policy and have not been included in Negative List/Banned or restricted or canalized lists in the extant Foreign Trade Policy. I/We are eligible for import of the above said goods and the goods are imported entirely at our risk and responsibility and confirm that transactions/remittance do not route through any prohibited financial institution/sanctioned country or has any proximity with Iran and/or any Iranian Party.

(8) I/We declare and confirm that no legal action can be brought against you by me/us for any claim, losses or damages that I/We may suffer on account of freeze, seizure or any other action taken by the Authorities concerned in relation to the issuance of documentary credit in violation of OFAC, UN, EU, Japan or any other sanctions.

(9) I/We undertake that all risks arising out of the issue of the documentary credit are to be borne by me/us alone and you shall have liberty to do all such acts which may be deemed necessary for compliance of the statutory and other regulatory guidelines as applicable on you.

Yours truly

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Authorised Signature &  
Stamp of the Applicant

I/We agree with terms and conditions mentioned above.

Enclosures	Purchase Contract	Purchase Order duly accepted	Proforma Invoice	Insurance Policy
	Import License	Insurance Cover Note/Marine Declaration Form		RBI Approval