

APPLICATION LETTER For Processing Export Documents



Date

GSTN destination state name for corresponding transaction*:

Destination GSTN number for above mentioned state^:

*mandatory.
^optional provided GSTN details are submitted to bank.

To,
IDFC FIRST Bank Limited

_____ Branch

I/We hereby request you to process below request:

- 1. *Exporter's (Drawer) Name
- 2. *Importer's (Drawee) Name

3. *DISPATCH Details
Select one of them & provide details as applicable

DO NOT dispatch documents

Dispatch documents to below details

Dispatch Details (Name)

Address

City Country

Zipcode/ P.O Box Tel / Fax No

Contact Person

4. *Bill details Currency Amount (One Application form per Currency)

Tenor Details (Please ensure Tenor matches with Draft/Invoice)

Sight Usance, If Usance, days from/after (Name of document)

We hand you Draft & Documents as under for disposal in accordance with following Instructions & subject to Master Facility Agreement/ Comprehensive Trade Indemnity signed in favour of IDFC FIRST Bank Limited by us.

5. *(A) DOCUMENT HANDLING INSTRUCTIONS

We request you to scrutinise the documents & send in compliance with LC terms subject to UCP latest version (as applicable) /as stated in the LC

We authorize you to forward documents on approval basis subject to UCP latest version (as applicable) / as stated in the LC

We authorize you to send documents on COLLECTION Basis subject to URC 522

5. (B) For URC Cases , all bank Charges outside India are to the account of [Incase nothing is selected, Point (1) will be applicable]

1. Importer (charges CAN be waived if refused) 2. Importer (charges CANNOT be waived if refused) 3. Exporter

6. *DOCUMENTS SUBMITTED

*HS Code: _____

State the no. of Originals (O) & Copies (C) for each, as applicable, E.g. if 1 Originals and 2 Copies of certificate of origin submitted, write under certificate of origin as 1 (O) + 2 (C)

| BL / Airway Bill | Draft | Commercial Invoice | Packaging/ Weight List | Certificate of Origin | Insurance Policy/ Certificate | Lorry Receipt | Purchase Order and Tripartite | Original FIRC | Other 1 | Other 2 | Other 3 |
|----------------------|----------------------|----------------------|------------------------|-----------------------|-------------------------------|----------------------|-------------------------------|----------------------|----------------------|----------------------|----------------------|
| <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> |

Invoice Number(s): LC Issuing Bank's Name & Address (Enter Details Below):

PO/LC Number: GR/Softex/ Shipping Bill number:

- Pls ensure that Shipping Bill/Date and Bank name is mentioned in EDF

Authorised Signatory (Company Stamp/Seal)

7. *SCHEME for the Bill Submitted
(A) If Financing required, then select one of the below

- Please grant us Post-Shipment Loan in INR Notional Rate
- Please grant us Post-Shipment Loan in INR, and (tick one of two)
- We hereby authorise you to book a forward contract for the maturity of the export bill
- We have booked a Forward Contract. Below are the details. Kindly earmark the same against the export bill

| Forward Contract No. | Amount to be Utilised remittance for this remittance |
|----------------------|--|
| | |
| | |

- Please grant us Post-Shipment Loan in Foreign Currency

(B) If NO Financing required, then select one of the below

- Pay to us ON REALISATION
- Proceeds have been ALREADY REALISED with IDFC FIRST Bank Other bank: _____ (Bank Name)

8. CREDIT the proceeds (You may select one of the following or a combination, Percentage is mandatory for selected options)

- Against Packing Credit Reference No. _____ with you _____ %**
- To our Current INR A/C No. _____ with you _____ %**
- To our Current EEFC A/C No. _____ with you _____ %**
- Against Packing Credit Loan (Amount) _____ with _____ (Bank Name) by issuing MC/DD or through RTGS/NEFT

**We confirm not having availed Packing Credit against the Order through any other Authorised Dealer

- Proceeds have already been realised
- With IDFC FIRST Bank having Inward Remittance Ref No: _____
- With other bank having e-FIRC No _____ in EDPMS

Please confirm if you are a status Holder Yes No

9. SPECIAL INSTRUCTIONS

- (a) If documents are submitted 21 days after the shipment date please specify the reason for delay _____
- (b) *Is remitter of funds other than Importer (Third Party) Yes No
If Yes, please submit tripartite agreement and purchase order & also please ensure Shipping/EDF contains name of Third party
- (c) Any Other Instructions _____
- (d) Debit Account number _____ for charges

Yours Faithfully,

Place _____ Date

| | |
|---|---|
| | |
| D | D |

| | |
|---|---|
| | |
| M | M |

| | | | |
|---|---|---|---|
| | | | |
| Y | Y | Y | Y |

Authorised Signatory
Company Stamp/Seal

TERMS AND CONDITIONS

In consideration of your agreeing to send documents on collection or to purchase, discount, negotiate documents drawn by us, we invariably and unconditionally agree to the conditions set out below:

1. In case of Post-Shipment advance granted to us in respect of an export order covered by a letter of credit, we recognise that you, as negotiating bank, retain recourse to us. We therefore, undertake that in the event of the buyer or the LC issuing bank refusing payment under the letter of credit on account of any discrepancies in the documents (irrespective of whether such discrepancies may have been noticed by you at the time of negotiation of the documents presented to you for the said purpose or not, or whether you have had the opportunity of satisfying yourselves with regards to the form sufficiency or genuineness of the documents submitted for negotiation) or not, or the buyer or the LC issuing bank refusing to accept the documents on the ground that they are not in conformity with any amendments which may have been made to the letter of credit with our concurrence but which amendment may not have been brought to your notice or knowledge or on any other ground whatsoever, then in any of such events we shall be liable to repay the amount of the related advance with interest forthwith upon your demand. Likewise, we undertake to indemnify you against all, costs, charges, losses, expenses, claims, or demands which you may incur, suffer or sustain due to delay in clearance of the related documents by the buyer whether such delay is caused due to delay in communication, time lost in rectification of discrepant documents or for any other reason whatsoever and we agree to pay the amount of such loss to you forthwith on demand and without demur. Your demand shall be conclusive as to the occurrence of the loss and the amount thereof. In the event of failure on our part to pay such amount when demanded from our account in the manner provided in Clause 8 thereof. The provisions of the Uniform Customs and Practice relating to documentary letters of credit for the time being in force shall be binding upon us.
2. We agree and acknowledge that in cases of documents covered by the buyer's purchase order/sale contract, the provisions of the ICC Uniform rules for Collections (URC 522) for the time being in force shall be binding on us. We agree and acknowledge that you shall not be responsible in any way for the loss that may be sustained by us due to any act of omission on the part of the correspondent bank through whom the documents may be forwarded by you to the buyer nor shall we be entitled to refuse payment to you on that account.
3. In case of foreign currency bills/documents discounted/negotiated by you at our request, the exchange risk will be borne by you till 30 days after the notional due date of the bill or as determined by FEDAI guidelines. However, in the event of refusal of the buyer/or the LC issuing bank to accept the documents and to make payment for any reason whatsoever at any time after presentation of the documents the exchange loss arising as a consequence of such refusal shall be to our account and be borne by us. It is agreed by us that in cases where the documents negotiated with you, are accompanied by foreign currency sight/usance bill, you may make payment to us of the rupee equivalent as per the Post shipment financing scheme opted for by us, and explicitly communicated to yourselves through our request letter. Likewise, in the event of your receiving payment earlier than the due date in case of usance bill any exchange loss that may arise by reason of such earlier payment shall also be borne by us and such loss will be recoverable by you from us. In the event of any foreign currency bills not being paid within thirty days from its due date the bills shall be crystallised on the thirtieth day into a local currency bill and any exchange risks arising beyond the thirtieth day shall be to our account. In case the thirtieth day is holiday the bill will be crystallised on the next working day.
4. You have agreed to grant us advances as hereinafter provided on the strength of shipping documents submitted to you on collection basis and drawn against goods exported by us in case the related bills a foreign currency bill, we agree that for the purpose of granting the advance, you may convert the amount of the bill into local currency at a notional rate of conversion as you may in your absolute discretion decide. The exchange risk till the date of realisation on such bill will be borne by us. Upon realisation of the foreign currency proceeds the foreign currency amount received will be converted into rupees at the prevailing spot Telegraphic Transfer buying rate on the date of realisation and the net proceeds after adjustment of the advance and your other charges will be paid to us. In case however, we have booked a forward contract, in respect of any such foreign currency bill, the rate for conversion purpose shall be the exchange rate as per the forward contract made by us.
5. We agree to be bound by the rules prescribed by the Foreign Exchange Dealers Association of India (FEDAI) with respect to advances, in respect of foreign currency bills as also any other laws, rules or regulations applicable thereto which may be in force at the relevant time. You will not be liable to grant any such advance unless we certify and satisfy you that all relevant exchange control regulations and any other regulations such as those relating to export have been duly complied with. You shall not be responsible for any loss of documents handed over to you by us for the purpose of availing of such advance whether during transit or subsequently and any party employed by you for the purpose of forwarding the documents or presentation thereof shall be deemed to be our agent. If you are unable to realise the amount of any bill by reason of such loss we agree and undertake to repay the amount of the related advance with interest to you forthwith on demand and without demur. We further agree that if by reason of any governmental or other action in the country of the buyer, is prevented from making payment of the amount of the bill drawn by us we shall upon receipt of intimation on the behalf from you and a demand for payment forthwith making payment to you of the amount of the advance together with interest without demur. In case of our failure to pay the amount demanded we hereby irrevocably authorise you to recover the same by debit to and appropriation thereof to our account in the manner provided in clause 8 hereof.
6. We agree that any and all our property (includes goods and merchandise, as well as any and all documents related thereto; also securities, funds and any of our right or interest therein or thereto) now or at any time(s) hereafter in your possession of control, or that of any third party acting on your behalf, whether for the express purpose of being used by you as collateral security or for safekeeping or for any other different purpose, including such property as may be in transit by mail or courier to or from you, shall be deemed to have been pledged to you as security for any and all of our obligation and/or liabilities herein before or herein after referred to, now or hereafter existing, a lien being hereby given to you upon any and all such property for the aggregate amount of any and all such obligations and/or liabilities, and we hereby irrevocably authorise you, at your option, at any time(s), whether or not the property then held by you as security hereunder is deemed by you to be adequate, to appropriate and apply towards any and all of the said obligations and/or liabilities, whether or not then due, any/all moneys now or hereafter with you on deposit or otherwise to our credit(s) or belonging to us and/or in your discretion, to hold any such moneys as security for any such obligated liabilities until the exact amount thereof, if any, shall have been definitely ascertained by you. Your rights and liens hereunder shall continue unimpaired, and we shall be and remain obligated in accordance with the terms and provisions hereof notwithstanding the release or substitution of any property which may be held as collateral hereunder at any time(s) or of any rights of interests therein or any delay, extension of time, renewal, compromise or other indulgence granted by you in reference to any of the aforesaid obligations and/or liabilities, or any promissory note, draft, bill of exchange or other instrument given to you in connection with any of the aforesaid obligation and/or liabilities, we hereby waiving notice of any such delay, extension, release, substitution, renewal compromise or other indulgence, and hereby consenting to be bound thereby as fully and effectually as if we had expressly agreed thereto in advance.
7. We undertake at any time and from time to time, on demand, to deliver, convey, transfer, or assign to you as security for any and all of our obligations and/or liabilities hereunder, and also for any and all other obligations and/or liabilities, absolute or contingent, due to become due, which are now, or may at any time hereafter, be owing by us to you, additional security of a value and character satisfactory to you, or to make such cash payment(s) as you may require.
8. You are hereby authorised, at your option but without any obligation so to do, transfer to and/or register in the name(s) of your nominee(s) all or any part of the property which may be held by you as security at any time(s) hereunder, and to do so before or after the maturity of any of the said obligations and/or liabilities and with or without notice to us.
9. Upon the non-performance of any of the promises to pay hereinabove set forth, or upon the non-payment of any of the other obligations or liabilities above mentioned, or in the event of our failure forthwith upon being required by you to furnish satisfactory additional collateral or to make payments on accounts as herebefore agreed or to perform or comply with any of the other terms or provisions of this Agreement, or in the event of death of any one of us or failure in business, dissolution or termination of existence or in case any petition in bankruptcy or for winding up should be filed by or against us, or any proceedings in bankruptcy or liquidation, or under any Laws or Government relating to the relief of debtors, be commenced for the relief or readjustment of any of our indebtedness either through reorganisation composition, extension or otherwise, or if we should make an assignment for the benefit of creditors or take advantage of any insolvency law, or if a receiver or liquidator of any of our property should be appointed at any time, or if any of our funds or other property which may be in, or come into, your possession of control, or that of any third party acting in your behalf as aforesaid, should be attached or distrained or should be or become subject to any mandatory order of court or other legal process, then, at any time after the happening of any such event, any or all our aforesaid obligations and/or liabilities shall at your option become due and payable immediately, without demand or notice; and full power and authority are hereby given to you without intimation to us, to sell, assign and deliver all or any of the property hereinbefore referred to, through any broker or at public or private sale, at your option either for cash or on credit or for future delivery, without assumption of any credit risk, and without either demand advertisement or notice of any kind all which are hereby expressly waived. At any sale hereunder, you may, in your discretion, purchase whole or any part of the property sold, free from any right of redemption or our part, all such rights being also hereby waived and released. You shall not be responsible or accountable for any loss or deficiency that may be occasioned by reason of exercise by you of any of the aforesaid powers. In the event of any sale or other disposition of any of the property aforesaid, after deducting all costs, or expenses of every kind for care, safekeeping, collection, sale delivery or otherwise, you may apply the residue of the proceeds of the sale(s) or other disposition thereof, to the payment or reduction either in whole or in part of all or any of the aforesaid obligations and/or liabilities, whether or not then due, making proper allowance of interest on obligations or liabilities not then due, and return

Authorised Signatory
Company Stamp/Seal

- the surplus if any, to us for one(s) of us whose property may have yielded the surplus all without prejudice to your rights as against us with respect to any all amounts which may be or remain unpaid on any of the aforesaid obligation and/or liabilities at any time.
10. That in the event of any change or modification with respect to (a) the amount or duration of the said credit(s); (b) the time or place of shipment of any related property; (c) the drawing, negotiation, presentation, acceptance or maturity of any drafts, acceptances or other documents; or (d) any of the other terms or provisions of the said credit(s), such being done at our request, this Agreement shall nevertheless be binding upon us in all respects with regard to the said credit(s) so changed or modified, inclusive of any action taken by you or any of your branch or correspondence related thereto.
 11. That you may assign or transfer the Agreement or any instrument(s) evidencing all or any of the aforesaid obligations and/or liabilities and deliver all or any of the property then held as security therefor to the transferee(s), who shall thereupon become vested with all the powers and rights in respect thereto given you herein or in the instruments transferred, and you shall thereafter be forever relieved and fully discharged from any liability or responsibility with respect thereto, but you shall retain all rights and powers hereby given with respect to any and all instrument(s), rights or property not so transferred.
 12. Notwithstanding that this facility is intended to be continuing facility we agree and acknowledge that you shall be entitled to enforce your rights and remedies hereunder in respect of one or more of the advances which may have been granted by you to us hereunder without affecting your rights with respect to the other advances that may have been granted to us under this facility.
 13. No delay on your part in exercising any power of sale or any other rights or options hereunder, and not notice or demand, which may be given to or made upon us by you with respect to any power of sale or other right or option hereunder, shall constitute a waiver thereof, or limit or impair your right to take any action or to exercise any power of sale, or any other rights or options hereunder, without notice or demand, or prejudice your rights as against us in any respect.
 14. We hereby irrevocably agree to keep you indemnified and saved harmless in respect of any amount payable towards Indian Income tax, withholding tax, interest or any other dues under the said letter(s) of credit or in respect of anything done or omitted to be done in connection therewith as also for all costs, charges, losses, expenses, claims or demands which you may incur, suffer or sustain be put to or which may be made against your for or on account of any reason whatsoever including but not limited to acts of state and or government and/or public policy of any concerned state or government.
 15. This Agreement shall be binding upon us, our heirs, executors, administrators, successors and assignee, as the case maybe, and shall ensure for the benefit of and be enforceable by you, your successors, transferees and assignees in all respects. If this Agreement should be terminated or revoked by operation of laws as to us, we shall nevertheless indemnify and save you harmless from any claim, demand, loss, damages, costs, charges or expenses which may be made against, suffered or incurred by you and whether actual or contingent in acting hereunder prior to the receipt by you, or your successors, transferees or assigns of notice in writing of such termination or revocation.
 16. If this Agreement is executed by two or more parties they shall be severally liable hereunder and the word "we" wherever used herein shall be construed to refer to each of such parties separately, all in the same manner and with the same effect as if each of them had signed separate instruments; and in any such case, this Agreement shall not be revoked or impaired as to any one or more of such parties by the death of any of the others or by the revocation of release of any obligations hereunder of any one or more of such other parties. Furthermore, this Agreement shall be deemed to be made under and shall be governed by Indian law in all respects, including matters of construction, validity and performance, and none of its terms or provisions may be waived, altered, modified or amended except in writing duly signed for and on your behalf.
 17. We agree to be liable notwithstanding the fact that the bank had dispensed with recourse to the party at whose instance the credit(s) may have been issued or to the buyer under any purchase order.
 18. Your rights and our obligations hereunder shall be in addition to and shall not affect or prejudice any other or further security required or obtained by your in relation to our liability to you with respect to the said credit(s) and shall be continuing indemnity until all obligations covered by the said credit(s) are discharged.
 19. IDFC FIRST Bank Limited will perform in good faith and with reasonable care as determined in accordance with the standards and practices of the banking industry, and may use any communications, clearing or payment system, intermediary bank or other entity, (each a "System") it reasonably selects; IDFC FIRST Bank Limited's performance is subject to the rules and regulations at any time of any system and (in respect of reimbursement, documentary collection and letter of credit related service) to the international guidelines and procedure promulgated by the International Chamber of Commerce (ICC) in effect at the time of performance
 20. IDFC FIRST Bank Limited will treat information relating to the customer as confidential, but less prohibited by law, IDFC FIRST Bank Limited may transfer and disclose any information relating to the customer and to and between the branches, subsidiaries and Representative Office, affiliates and agents of IDFC FIRST Bank Limited and third parties selected by any of them, wherever situated, for confidential use in connection with the provision of any Service (including data processing, statistical and risk analysis purposes). IDFC FIRST Bank Limited and any branch, subsidiary, representative office, affiliate, agent or third party may transfer and disclose any such information as required by any law, court, regulator or legal process.
 21. IDFC FIRST Bank Limited and its affiliates offer a wide range of financial services, including back office letter of credit processing services on behalf of financial institutions and letter of credit beneficiaries - our services are provided to a wide range of customers, some of whom may be applicant's counter parties or competitors. We acknowledge and accept that IDFC FIRST Bank Limited and its affiliates may perform more than one role in selection to a particular credit and not raise any "Conflict of Interest issues".
 22. We understand that communication sent via Facsimile machines, Internet, Diskettes or any other method over public lines is not encrypted, and these transmission methods are therefore not secure means of transmission of information. We acknowledge and accept that such unsecure transmission methods involve the risk of possible unauthorised alteration and/or unauthorised use of communication. We agree to exempt IDFC FIRST Bank Limited from any and/or all responsibility of any misuse of communication, and to hold IDFC FIRST Bank Limited harmless for any cost or loss that IDFC FIRST Bank Limited may incur due to any error, delay or problem in transmission or otherwise caused by using Facsimile machines, Internet, Diskettes or any method over public lines as a means of transmission.
 23. The provisions of all the ICC publications, as applicable, and subject to Exchange control Manual, Foreign Exchange Management Act, Reserve Bank of India Guidelines, FEDAI Rules, Indian Banks Association, Ministry of Finance, Indian Stamp Act and EXIM Policy guidelines and regulation prevailing from time to time shall be binding upon us.
 24. We hereby declare that all foreign exchange transaction, as may be entrusted on us to the IDFC FIRST Bank Limited from time to time, will be strict conformity with the provisions of the FEMA 1999 ("the Act"). Further, we also declare that said transactions, as and when initiated, shall not involve and shall not be designed for the purpose of contravention or evasion of the provisions of the Act or of any rule, regulation, notification, direction or order made under the Act. We further declare that the undersigned have the authority to give this declaration and undertaking on behalf of the firm / company.
 25. We agree and acknowledge that for all items presented to IDFC FIRST Bank Limited, to be handled onwards on collection basis, IDFC FIRST Bank Limited shall accept the items for transmission only, at our risk. Further, for items presented to, but not payable at this institution, we shall not hold IDFC FIRST Bank Limited responsible for any act, neglect, default, failure or insolvency of any correspondent, agent, or sub-agent or of our or their employees or for losses or delays occurring in the course of such transmission.

Place Date
D D M M Y Y Y Y

 Authorised Signatory
Company Stamp/Seal

BANK USE ONLY
Source GSTN

(IDFC FIRST Bank GSTN)

Source Location

IDFC FIRST Bank State Name & State Code