

IBD 16 LC APPLICATION

SPECIAL ADHESIVE STAMP AS
PER STAMP ACT OF THE STATE

APPLICATION & AGREEMENT FOR DOCUMENTARY CREDIT

(Inland / Import)

TJSB Sahakari Bank Ltd.

Date _____

Branch / HO: _____

FOR USE OF IBD DEPT		
20	L/C No.	
31C	DATE	

We request you to establish an irrevocable documentary letter of credit (L/C) as per details given below:

40A	Type of documentary credit	Irrevocable				
31D	Place & Last date of negotiation (Expiry Date)	Date:		Place:		
50	Name & Address of the Applicant	Tel No : _____ Fax : _____ Email : _____ I E Code : _____				
59	Name & Address of the Beneficiary (Full Postal) (Post Box No. not allowed)					
32B	Amount of Credit (Currency)	In Figures: _____ In Words: _____				
39A	Credit Amount Tolerance	± _____ %				
39B	Maximum Credit Amount					
41A	Credit available with (Please ✓ in Appropriate Box)	<input type="checkbox"/> Any Bank		<input type="checkbox"/> Restricted to:		
	Credit available by (Please ✓ in Appropriate Box)	<input type="checkbox"/> Negotiation	<input type="checkbox"/> Acceptance	<input type="checkbox"/> Payment	<input type="checkbox"/> Deferred Payment	<input type="checkbox"/> Others
42C	Tenor of Credit	Sight / _____ days from Bill of Lading (B/L) / Airway Bill (AWB) / Draft Date / Invoice Date				
42D	Drawee					
42P	Deferred payment details					
43P	Partial Shipment (Please ✓ in Appropriate Box) (If not marked, will be considered as not allowed)	<input type="checkbox"/> Allowed		<input type="checkbox"/> Not Allowed		
43T	Transshipment (Please ✓ in Appropriate Box) (If not marked, will be considered as not allowed)	<input type="checkbox"/> Allowed		<input type="checkbox"/> Not Allowed		
44E	Shipment from					

44F	Shipment to					
	Place of Final Destination					
44C	Last date of Shipment					
44D	Shipment Period					
45A	Description of Goods					
		H S Code :				
	Shipment Terms (Please ✓ in Appropriate Box)	CIF <input type="checkbox"/>	CFR <input type="checkbox"/>	FOB <input type="checkbox"/>	EXW <input type="checkbox"/>	Others (Please specify)
	Country of Origin					
48	Period of presentation	____ Days		From the Date of _____		
49	LC Confirmation (Please ✓ in Appropriate Box)	<input type="checkbox"/> Required			<input type="checkbox"/> Not Required	
71B	Charges (Please ✓ in Appropriate Box)	<input type="checkbox"/> Applicant			<input type="checkbox"/> Beneficiary	
	All Charges outside India are for account of (Please ✓ in Appropriate Box)	<input type="checkbox"/> Applicant			<input type="checkbox"/> Beneficiary	
53	Reimbursing Bank					
78	Instructions to Negotiating Bank					
72	Sender to receiver information					
Further Advising Bank: (57A) SWIFT code: (57D) Detail Address:						

Documents Required (46A): Please ✓ mark in Appropriate Box

Commercial Documents	For Inland & Import LC	Drafts for 100% of invoice value ____ copies
		Beneficiary manually signed commercial invoice in ____ copies certifying that goods as per Purchase Order No. _____ of Applicant/ Indent No / Proforma Invoice No. _____ dated ____ / ____ / 20 ____ of _____ & quoting import under Non Negative List as per EXIM Policy 20 ____ / Import License No. _____.
Transport Documents	For Inland LC only	Packing List ____ copies
		Delivery Challan in ____ Copies duly acknowledged & signed by Authorised Signatory of Applicant.
		Copy of Lorry Receipt / Railway Receipt drawn unto "TJSB Sahakari Bank Ltd., Account M/s. _____ marked "Freight Prepaid"/ "Freight Payable at Destination" and indicating Credit Number.
	For Import LC Only	Post Parcel Receipt / Courier Receipt consigned to TJSB Sahakari Bank Ltd., stating documentary credit no. notify applicant with full name and address and marked freight paid / freight payable at destination
		Post Parcel Receipt / Airway Bills consigned to TJSB Sahakari Bank Ltd., stating documentary credit no. notify applicant with full name and address and marked freight paid / freight payable at destination. Airway Bill must indicate Flight no. and date
		Full set, clean shipped "on board" ocean bill of lading dated not later than _____ marked "Freight paid / Freight payable at destination", made out to order of TJSB Sahakari Bank Ltd. Bill of lading must state Documentary credit no., full name and address of both applicant and TJSB Sahakari Bank Ltd. as parties

		to be notified
		Shipping company's or the agent's certificate (in duplicate) stating that the carrying vessel named in the bill of lading is a sea worthy vessel not more than ____ years old and has been approved under institute classification clause (class maintained equivalent to Lloyd's 100 A1) and has been registered with an approved classification society (certificate to specify the name of the classification society).
Insurance Document	For Inland & Import LC.	Insurance: Air / Marine Insurance Policy or Certificate (original plus ____ copies) dated not later than the date of bill of lading / airway bill signed and issued by insurance company in currency of the credit for 110% of invoice value covering all Risks from Supplier's Warehouse to Opener's Warehouse/Factory/Office with claims payable in India. The name of carrying vessel / flight no. & date with name of airline and Documentary credit no. must be mentioned in the policy / certificate. OR Insurance is covered by Applicant under Insurance Policy / Cover Note No. _____ dated _____. Shipment details, name of carrying vessel / flight no. & date with name of airline and Documentary credit no. should be faxed to Applicant at Fax No. _____ and to Insurance Company, viz _____ at Fax No. _____ within ____ days from the shipment quoting Policy / Cover Note No. and copy of intimation to accompany documents
	For Import LC Only	Certificate of _____ Origin issued by Chamber of Commerce / Beneficiary / Any other (specify) _____.
		Beneficiary's certificate to the effect that one additional set of non-negotiable documents including one copy each of invoice, airway bill / bill of lading, insurance documents, if any, certificate of origin has been forwarded to the applicant by courier at the earliest but not more than ____ working days after shipment
	For Inland & Import LC.	Test / Inspection Certificate issued by _____
		10. Any other documents: a) b) c)

47 A: Additional Conditions 1.

- 2.
- 3.
- 4.
- 5.

Special Instructions:

1. A transport document which is produced -
 - a) by reprographic system or
 - b) by or as a result of automated or computerized systems or
 - c) as carbon copy
 will not be accepted as an original document even if it is marked as original or appears to have been authenticated. However, Bills of lading issued in a set of more than one original with one typed original and other carbon copies signed and marked "original" and "negotiable" are acceptable.
2. The transport document -
 - a) must contain all conditions of carriage on the original document
 - b) must not indicate the place of final destination as being different from the port of discharge.
 - c) must not contain the indication "intended" or similar qualification in relation to the vessel or other means of transport or port of loading or port of discharge.
 - d) must be issued by carrier or his agent and not by any freight forwarder.
 - e) must not contain provision in that the goods may be carried on deck.
3. Transport document bearing reference by stamp or otherwise to costs additional to the freight charges are not acceptable.
4. Short form or blank - backed transport documents are not acceptable.
5. Transport document bearing date of issuance prior to that of the credit is not acceptable.
6. Commercial invoices issued for amounts in excess of the amount permitted by the credit are not acceptable. The gross FOB / CFR / CIF / CIP / Value of the goods before deducting agent's commission, if any, must not exceed the credit amount.
7. Documents must be negotiated not later than ____ days after the date of shipment / dispatch and in any case, not later than the date of expiry of the credit.

Declaration / Undertaking:

I / We hereby undertake to submit all necessary control documents at the appropriate time so as to enable you to do all that is necessary in connection with or relating to the bills received under LCs from time to time.

I / We undertake to submit exchange control copy of relative custom Bill of Entry / Postal Wrapper immediately on clearing the goods but not later than three months from the date of remittance.

I / We agree to comply with any import trade control, exchange control, customs regulations applicable to the import of goods in India.

I / We further agree that neither you nor your correspondents / agents are in any way responsible for the correctness, validity or genuineness of any of the documents received as referring to the goods, the subject of this credit, nor for the description, quality, quantity or delivery of the goods which the documents may purport to represent.

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.

I / We undertake to 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.

I / We agree that you shall have the pledge on all goods and all bills of lading, warrants, delivery orders, post parcel receipts, air freight consignment notes and all other documents of title and securities what so ever (the validity of all which I / we hereby guarantee) which have been already or shall be hereafter delivered into your possession or your agents by me / us or by any person, firm or company as a result of opening or in connection with any transactions under the documentary credit.

I / We agree that the said goods and the said documents are and shall be pledged as security for all advances made or which may be made to me / us or to my / our agents and for all payments which may be made by you or your agents under this documentary credit and also for any liability whatsoever incurred or which may be incurred by you as a result of opening of this letter of credit together with interest and all customary charges and you shall have all discretion and power of sale over the said goods without notice to me / us and that you shall be held covered against fire and all other risks after the expiry of the insurance above mentioned and in case of loss, the amount due under such policies shall be paid over to you.

I / We approve of the negotiation of drafts under this credit being confined to your branches.

The relative shipping documents have to be surrendered to me / us against payment / acceptance.

I / We hereby agree and declare that in the event of my / our failing to retire the bills drawn under this Letter of Credit on due date in case of usance bills and within 10 days from 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 due date or on the expiry of the 10th day as the case may be and at the 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 crystallisation and thereafter at penal rate as applicable thereof.

You would book forward contract if, we decide to cover the fluctuations in the exchange rates. I / We undertake to book such forward forms part of the arrangement by you under the L/C. If I / we book forward contracts with other banks against this L/C, I / we am / are liable to pay to you 0.25% commission in lieu of exchange 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 L/C 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 centre till the date of credit of proceeds in your nostro account.

If at any time and from time to time hereafter and at our request you enhance the amount of letter of credit or amend any of the terms thereof (including extension of the validity of the credit for shipments and / or negotiation of document) then not withstanding the amount and the terms specified in this application, our guarantee shall cover and be deemed to cover the entire amount of 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 not withstanding such enhancements or amendments from time to time as you may make at your request in the value and the terms of the letter of credit.

This credit is subject to Uniform Customs and Practice for Documentary Credit 2007 Revision International Chamber of Commerce Publication No.600

We hereby confirm and certify that we are eligible for importation of the above said goods and the same are imported entirely at our risk and responsibility. The Subject goods have not been included in the Banned or Restricted or Canalised list in the import policy. We further undertake to submit to you the exchange control copies of the bill of entry / postal wrapper soon after the goods are cleared or within 3 months from the date of payment / delinking whichever is earlier.

Please debit all L/C issuance charges & Advising Bank's / Negotiating Bank /Reimbursing Bank Charges (if remain unpaid by Beneficiary as per UCP 600 & URR 525) to our account no. _____ with your _____ branch for payment of the documents received under this L/C.

We authorize you to debit our account on due date in case of accepted usance bills and on 5th banking day in case of sight bills.

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,

Place:

Date:

Authorised Signatory(s)
Company Stamp

FOR OFFICE USE ONLY:

Limit (Rs.)	DP	DA	Total	Credit Limit for opening letter of credit is sanctioned & Present LC is allowed. TJSB Sahakari Bank Ltd.
Outstanding L/Cs				
Outstanding L/Cs Bills				
Present request				
Total				
Margin : ____% in FDR/CF No INR. _____ Obtained on _____ <div style="text-align: right;">Officer's Initials</div>				In-Charge IBD _____ CM/AGM / DGM IBDHO