

ANNEXURE 7 A
APPLICATION FOR PROCESSING EXPORT LETTER OF CREDIT TRANSACTIONS

To
AXIS BANK LTD.

DATE: DD/MM/YYYY

Please process the attached documents (" Documents ") as per the following instruction marked with an " X ":

Authorised Signature(s) with Company Stamp

☐ Please honour / negotiate / prepay / purchase the Documents (as the case may be) under the letter of credit below ("LC")	
☐ Please honour / negotiate / prepay / purchase the Documents (as the case may be) <u>after</u> the LC issuing bank has accepted the Documents	
Beneficiary (Exporter/Drawer) (Name & Address with Country) ("Applicant"): Name _____ Address line 1 _____ Address line 2 _____ CITY : _____ COUNTRY : _____	Importer (under the LC) (Name & Address with Country): Name _____ Address line 1 _____ Address line 2 _____ CITY : _____ COUNTRY : _____
LC Number & Date: Number _____ DD/MM/YYYY _____	LC Issuing Bank and Country: Name _____ Country _____
Export Bill Currency & Amount: Currency Currency Amount in Fig Amount in words Amount	Tenor: _____ _____
ECGC Policy Number and Date: Number _____ DD/MM/YYYY _____	Goods (Brief Description): _____ _____
In respect of FOB, FAS, FCA, CFR or CPT shipment, ☐ we hereby declare and certify that insurance has been covered by the drawee or the ultimate buyer.	
Other Instructions: 	

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Documents Attached

(Please mark the number of Documents attached o riginals and c opies

Document List	No. of Original	No. of Copies	Document List	No. of Original	No. of Copies
Draft			Insurance Policy Cert.		
Comm. Invoice			Bill of Lading		
Customs Consular Invoice			Non negotiable B/L		
Packing List			Airway Bill		
Weight List			Forwarder Receipt		
Cert.of Origin			Cert. of Quality		
GSP Form A			Cert. of Quantity		
Export Licence			Inspection Cert		
Others (Pls specify)			Others (Pls specify)		

Disposal of Proceeds	
Credit our Account No. _____	under Foreign Exchange Contract No. _____
Transfer to Working Capital Bank : _____	
Account Number/IFSC : _____	Adjust Packing Credit A/C Number: _____
All bank charges and interest (if applicable) to be debited from Account No. _____	

FOR BANK USE ONLY	This application and any attachments are subject to the Terms and Conditions set out overleaf.
Txn. Ref.: _____	Authorised Signature(s) with Company Stamp

TERMS AND CONDITIONS

This application is subject to the latest Uniform Customs and Practice for Documentary Credits (the **UCP** ") of the International Chamber of Commerce to which the relevant transactions are subject This application is also subject to any other agreement(s) previously signed and delivered to Axis Bank Limited the **Bank** ") by the applicant of this application (the **Applicant** whose details are more particularly set out in the application). In case of conflict, terms of this application shall prevail to the extent of such conflict.

- Subject to the terms and conditions set out herein, the Bank may, at its sole and absolute discretion on a case-by-case basis, agree to provide any negotiation, prepayment, purchase and/or advance ("Financing") against Compliant Documents (as defined hereinafter) under the LC.
- The Applicant acknowledges and unconditionally agrees that such Financing shall be on a WITHOUT RECOURSE basis if the issuing bank of the LC (the "Issuing Bank") or the confirming bank of the LC (the "Confirming Bank") (if any) fails to, or is unable to, make payment because any one or more of the following situations has/have arisen:
 - political risk(s) in the country(ies) of the Issuing Bank or the Confirming Bank (if any), i.e. extraordinary political events which prevent payments or procurement of covers such as acts of war, revolutions, change of government or political system, riots or civil unrest or the like;
 - transfer and economic risk(s) in the country(ies) of the Issuing Bank or the Confirming Bank (if any), i.e. the inability to effect payments or to effect payments in the currency of such LC as a consequence of any foreign exchange control in the country(ies) of the Issuing Bank or the Confirming Bank (if any) or the country of currency of such LC; and/or

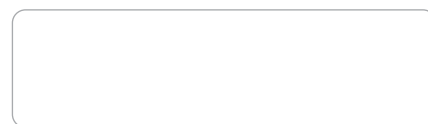
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- (c) credit risk(s) of the Issuing Bank or the Confirming Bank (if any), i.e. the inability to effect payments due to insolvency of the Issuing Bank or the Confirming Bank (if any), such as winding up, dissolution, administration or re-organisation of the Issuing Bank or the Confirming Bank (if any) or the appointment of receivers, receivers and managers, liquidators, administrators, custodians, trustees or similar officers of any or all of the assets of the Issuing Bank or the Confirming Bank (if any).
3. The Applicant acknowledges and fully agrees that the without recourse arrangement provided for in this application only applies if any one or more of the situations specified in Clause 2(a) to (c) occur(s) but not further or otherwise. In all other situations including but not limited to the ones set out below, the Applicant irrevocably agrees that upon the occurrence of any such event, the Applicant will fully discharge the Bank's obligations under this application and any Financing effected by the Bank (in such a circumstance) shall be subject to full recourse against the Applicant, and the Applicant shall (in such a circumstance) repay the Financing on demand together with interest (calculated from the date of Financing) at the discount interest rate as determined by the Bank from time to time at its sole discretion without set-off or deduction:
- (a) any commercial or trade dispute(s) in connection with the LC transaction;
- (b) any actual or alleged invalidity, forgery, fraud, inaccuracy, falsification, misrepresentation or unenforceability in respect of any of the Documents and/or underlying contracts (whether arising out of fraud, illegality, unauthorised act or otherwise);
- (c) any disagreement(s) or dispute(s) with respect to the conformity of the Documents between the Bank and the Issuing Bank or the Confirming Bank (if any);
- (d) any injunction or court order preventing the Issuing Bank or the Confirming Bank (if any) from effecting payment(s) under the LC (whether or not subsequently discharged);
- (e) any failure of the Applicant to observe any of the terms and conditions imposed by the Bank in providing the Financing;
- (f) any document(s) and/or draft(s), if any, required under the LC is/are sent to the Issuing Bank or the Confirming Bank (if any) without going through the Bank; or
- (g) any violation or breach of any sanctions, anti-money laundering or counter-terrorist financing laws, regulations, rules, guidelines and procedures promulgated by the United Nations, the European Union, the United States of America, the United Kingdom, India, the Hong Kong Special Administrative Region of the People's Republic of China, the People's Republic of China and all other jurisdictions to which the Bank or the LC transaction is subject ("Sanctions").
4. In this application, "Compliant Documents" means the Documents which, in the Bank's sole and absolute opinion, are in strict compliance with the terms and conditions of the LC. Discrepant documents shall be treated as Compliant Documents, only if the Issuing Bank has waived all such discrepancies and/or the Issuing Bank has accepted the relevant presentation.
5. Without prejudice to the Bank's rights to act as a Nominated Bank (as defined under the UCP) under the LC including to provide Financing under the LC, the Applicant hereby assigns absolutely to the Bank, by way of outright assignment, all the present and future rights, title, interests and benefits of the Applicant in and to the receivables and proceeds payable to the Applicant under or in connection with the LC transaction and the Documents and the Applicant shall execute such document(s) and do such act(s) as the Bank may require to perfect such assignment.
6. Without prejudice to the without recourse nature of the Financing as specified in Clause 3, the Applicant shall indemnify the Bank and the Bank's delegate(s) on demand (on a full indemnity basis) against all liabilities, losses, payments, damages, demands, claims, expenses and costs (including legal fees), proceedings or actions which the Bank or the Bank's delegate(s) may suffer or incur in connection with the provision of any financing or services (including but not limited to any Financing) to the Applicant.



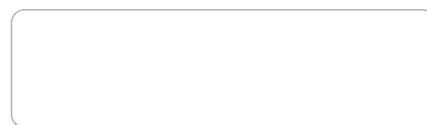
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7. The Applicant shall pay all the fees and charges in connection with the transaction contemplated in this application. The Bank is hereby authorised to deduct or debit all fees, charges and any amount owed by the Applicant to the Bank from the proceeds received under the LC transaction, and/or any of the Applicant's account(s) maintained with the Bank.
8. The Bank shall have (i) a lien over the Documents; and (ii) a lien over the goods represented by the Documents insofar as such goods are in or come into the Bank's actual or constructive possession but the risk of the goods shall be with the Applicant at all times.
9. Each of the persons signing this application (both in his/her own personal capacity and as an authorised representative of the Applicant) ("Signatory") warrants and represents to the Bank that:
- (i) The Applicant is duly established / incorporated / registered / organized and validly subsisting under the laws of India or the jurisdiction in which it has been incorporated and has all necessary powers and authority, corporate or otherwise, to carry on its business as presently carried on;
 - (ii) The Applicant has taken all actions and steps necessary, corporate or otherwise, to enter into the transactions contemplated under the LC, the Documents and these Terms and Conditions, execute all documents pursuant thereto and to be bound by such documents and these Terms and Conditions, to do all such acts and things as are required hereunder to be done, observed or performed by it, in accordance with such documents and these Terms and Conditions;
 - (iii) The original of each LC and all amendment(s) to it, if any, have been sent to the Bank;
 - (iv) The Applicant has good and marketable title to all the presented Documents and all rights to the proceeds of the LC free and clear of any security interest prior to the Bank's Financing;
 - (v) Neither is the Applicant prohibited in any manner from availing of the Financing nor does the Applicant require the consent of any working capital banker or other person or third party for availing of the same. The Applicant agrees and undertakes that any payment to be made to the Bank, whether by the Applicant or the Issuing Bank or the Confirming Bank (if any), in accordance with the LC and these Terms and Conditions, shall be made free and clear of any mortgage, charge, pledge, lien, hypothecation, encumbrance, assignment, trust arrangement, deposit arrangement or other arrangement of any kind having the effect of conferring security;
 - (vi) The Applicant has not drawn or received any amount under such LC drawing;
 - (vii) The Applicant is not aware of any situation under which the Issuing Bank or the Confirming Bank (if any) might be prohibited from effecting payment under the LC whether arising from statute, judgment, order, allegation of fraud, misrepresentation, falsification of document, misconduct or any other reasons;
 - (viii) The Applicant has not obtained any financing of the LC from any other bank/financial institution or third party;
 - (ix) The underlying transaction entered into by the Applicant (against which the LC has been issued) is a genuine, arm's length trade transaction and all documents presented or to be presented for Financing or presentation purpose relate to the sale of goods and/or service as described in those documents and the Applicant has duly shipped or delivered the goods (or has performed the service) to the buyer;
 - (x) The amount that has been stated in the accompanying invoice included with the Documents truly represents the value of the goods to be shipped or delivered and/or services to be rendered;
 - (xi) the transaction underlying the LC is not with a group company / affiliate of the Applicant;
 - (xii) the Applicant has obtained all relevant governmental authorization whatsoever of any state in India that are required for the transaction underlying the LC (including sale, shipment and delivery of the goods to the applicant and payment therefor), and the underlying transaction does not violate any applicable law or regulations.



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10. The Applicant irrevocably warrants and undertakes to the Bank that it shall (i) deliver to the Bank every amendment to each LC promptly upon receipt of the same; (ii) if it receives any amount payable under any LC which relates to any amount the Bank has already paid it, the Applicant shall immediately inform the Bank of the same and remit it to the Bank promptly and in the meantime hold it on trust for the Bank absolutely; and (iii) undertakes not to include the proceeds/receivables under any LC in respect of which the Financing is being availed of, in any drawing power statement furnished to its working capital bankers.
11. The Applicant irrevocably warrants and undertake to the Bank not to (i) accept or reject any amendment to any LC without the Bank's prior written consent; or (ii) create or agree to create any security interest over any LC and/or any interest in the proceeds of any LC except in favour of the Bank.
12. Any action taken or omitted by the Bank or by any of its correspondents or agents in good faith under or in connection with the LC shall be binding on the Applicant and shall not place the Bank or its correspondents or agents under any liability to the Applicant. The Applicant authorises the Bank to appoint any other person (including correspondent, agent or third party contractor) in relation to the services extended by the Bank in this application. The Bank shall not be responsible or liable for any act, omission, default, negligence, insolvency or bankruptcy of any correspondent, agent or third party contractor, nor shall the Bank be responsible or liable for loss or delay of any documents in transit or in the possession of any correspondent, agent or third party contractor notwithstanding that the Bank may choose such correspondent, agent or third party contractor.
13. The Bank shall not be responsible for any delay, mistake or omission that may happen in the transmission of instructions by mail or tele transmission, or for the loss or delay in the forwarding of the Documents, or for the validity, regularity or genuineness of the Documents if apparently in order or for the description, quality, quantity or value of the property represented by the Documents.
14. If the Bank provides Financing under the LC, (i) without prejudice to the without recourse nature of the Financing as specified in Clause 2, the Applicant shall ensure that all monies payable under or in connection with such LC transaction are paid to the Bank for the discharge of the Applicant's obligations and liabilities owed to the Bank and the Bank shall have the right to collect such monies and to apply them for the discharge of the Applicant's obligations and liabilities; (ii) such rights of the Bank shall not prejudice the Bank's rights acquired through the Financing (whether pursuant to the UCP or general law); and (iii) the Applicant shall co-operate fully with the Bank and render to the Bank all assistance it requires in the collection and enforcement of any payments under or in connection with the LC transaction, whether by legal proceedings or otherwise.
15. The Applicant acknowledges and agrees that the Bank would refuse to process any transaction which may violate or breach any Sanctions. The Applicant agrees that the Bank will not be liable for any claims, losses, damages, costs or expenses suffered by any party in connection with the Bank's refusal to process any such transaction. The Applicant certifies that no shipment or transaction involved in this application is in violation of any Sanctions.
16. This application shall be a request by the Applicant to the Bank to provide such services (including but not limited to Financing). No commitment by the Bank to provide such services shall arise until and unless this application by the Applicant is accepted by the Bank either expressly or by the Bank's provision of such services to the Applicant pursuant to this application.
17. The Applicant declares that the LC transaction does not involve and is not designed for the purpose of any contravention or evasion of any provision of the Foreign Exchange Management Act 1999 (the "FEMA 1999") or any rule, regulation, notification, direction or order issued thereunder. The Applicant further undertakes to abide by the provisions of the FEMA 1999 as amended from time to time, including realisation or repatriation of foreign exchange to or from India. Each Signatory declares that it has the authority to give such declaration and undertaking under section 10(5) of the FEMA 1999 on behalf of the Applicant.
18. The Applicant agrees and undertakes to give such information and/or documents as will reasonably satisfy the Bank about the LC transaction. The Applicant understands that if it refuses to comply with any such requirement or makes only unsatisfactory compliance therewith, the Bank shall refuse in writing to undertake the LC transaction and shall, if the Bank has reason(s) to believe that any contravention or evasion is contemplated by the Applicant, report the matter to Reserve Bank of India.



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19. The Applicant declares and understands that the foreign exchange to be acquired by the Applicant pursuant to this application shall be used by the Applicant only for the purpose for which it is acquired and that the conditions subject to which the exchange is granted will be complied with in addition to complying with provisions of FEMA 1999.
20. This application is governed by and construed in accordance with the laws of India and the Applicant agrees to submit to the non-exclusive jurisdiction of the Indian courts.
21. The Applicant acknowledges that the Bank may assign/securitise to any other person in any manner whatsoever all or any of its rights under the LC and the Documents and for this purpose (or for any other purpose as determined by the Bank) disclose to its professional advisors, any actual or potential assignee or participant or any other person any information in connection with these Terms and Conditions and/or the Applicant.
22. I/We confirm that we are aware of Axis Bank Ltd's Sanctions Policy Statement and that Axis Bank, including its subsidiaries and affiliates (the "Group"), is firmly committed to complying with all applicable sanctions laws (as imposed by UN, US, UK, EU or any other Government and/or Regulatory authorities) that are legally binding upon the Group and its businesses.

I/We are further aware that Axis Bank Ltd may be unable to process any transactions that involves or have linkages/reference to any sanctioned countries*/territories*/parties including for cases where transshipment is involved.

I/We confirm that shipment and / or transshipment of goods covered under this transaction shall not involve any sanctioned countries /territories /parties.

*Sanctioned Countries and Territories include Cuba, Iran, Syria, North Korea (also known as Democratic People's Republic of Korea), Crimea and Sevastopol (also known as Crimean Autonomous Republic) and Sectorial Sanctioned Countries and Territories include Russia and Venezuela.

23. All notices, approvals, instructions, demands and other communication given or made under these Terms and Conditions shall be in writing and may be given by facsimile, electronic mail, by personal delivery or by sending the same by registered mail and addressed to the relevant party as per the contact details set out hereinbelow (or such other details as the addressee has by [5] working days' prior written notice specified to the other party). Any electronic communication made between the Bank and the Applicant will be effective only when actually received in readable form.

[insert contact details of Customer for the purpose of Notices] _____

[insert contact details of Bank for the purpose of Notices] _____



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