

Date:

The Manager
IndusInd Bank Limited

Dear Sir,

Request for Buyer's Credit

We refer to the following import bills outstanding with you.

Bill Reference No:	
Drawer	
Drawee	
Currency & Amount	
Due Date	

We intend to avail buyer's credit through ----- and in this regard we enclose the quote received from them.

Please process the buyer's credit request and arrange to send your letter of undertaking to ----- Bank and confirm.

We hereby declare that we have not availed Trade Credit against above mentioned bill/invoice/import transaction with any other bank or financial institution or any one.

Further we hereby authorize you to debit our account no ----- towards repayment of buyer's credit together with interest and other charges.

Thanking you,

(Authorised Signatory & Stamp)

-

Authorised Signatory

Date:

The Manager
IndusInd Bank Limited

Dear Sir,

Reg: Buyers Credit for _____

Refer Imports from our supplier / Beneficiary: M/s----- (hereinafter referred to as Beneficiary)

As per the imports / arrangement, we are liable to pay ----- to the Beneficiary. To meet our payment obligations to the Beneficiary on the due date of the bill, we have requested _____ Bank Ltd to arrange/provide buyer's credit for the Principal Amount of ----- for a tenor of -----

In consideration of your Bank arranging / providing buyer's credit on the above terms, we hereby irrevocably and unconditionally undertake to repay the above mentioned principal amount and accrued interest thereon at Applicable LIBOR plus ____ basis points per annum (P+I) on maturity date by funding our current account with _____ BANK LTD and also hereby authorize the Bank to debit the same. In the event of any delay or failure on our part to fund our Current / CC account to the satisfaction of _____ BANK LTD on the maturity date, we hereby recognize and confirm that amount payable along with other charges/expenses and the bank has a right to recover the same from us with applicable default interest etc. We also authorise Bank to track our liability under this by marking against our LC limit / Buyers credit limit to that extent and debiting our current account for comission.and other charges as applicable.

All interest (including default interest) shall be calculated for actual number of days elapsed and on the basis of a year of 360 days.

We irrevocably undertake that all payment undertaking cum indemnity will be made without any deduction or withholding for or on account of any present or future tax, levy, import duty, charges, assessment or fee of any nature (including interest, penalties and additions thereto) that is imposed by any government or other taxing authority in respect of any payment under the ECB or this document or relating to this transaction (any "Tax") unless such deduction or withholding is required by any applicable law, as modified by the practice of any relevant governmental revenue authority. If we are required to deduct or withhold, then we will (i) promptly notify the Bank of such requirement; (ii) pay to the relevant authorities the full amount required to be deducted or withheld; (iii) promptly forward to the Bank an official receipt (or a certified copy), or Other documentation reasonably acceptable to the Bank evidencing such payment to such authorities; and (iv) pay to the Bank, in addition to the payment to which the bank is otherwise entitled under this document, such additional amount as is necessary to ensure that the net amount actually received by the Bank (free and clear of any Taxes, whether assessed against the Guarantor or the Bank) will equal the full amount the Bank would have received had no such deduction or withholding been required.

Each payment under this undertaking cum Indemnity will be made in the relevant currency specified above for that payment (the "Contractual Currency"). To the extent permitted by applicable law, any obligation to make payments under this Undertaking cum Indemnity in the Contractual Currency will not be discharged or satisfied by any tender in any currency other than the Contractual Currency, except to the extent such tender results in the actual receipt by the Bank, acting in a reasonable manner and in good faith in converting the currency so tendered in to the Contractual Currency, of the full amount in the Contractual Currency of all amounts payable in respect of this letter of Undertaking Cum Indemnity. If for any reason the amount in the Contractual Currency so received fall short of amount in the Contractual Currency payable in respect of this Undertaking Cum Indemnity, we will, immediately pay such additional amount in the Contractual Currency along with

applicable costs as may be necessary to compensate for the shortfall.

We hereby further irrevocably and unconditionally undertake to pay and indemnify _____ BANK Ltd. on demand the principal amount and interest thereon and/or the amount of any losses, costs or damages (including any default interest that the Lender may charge on any overdue amounts whether before or after judgment) that _____ BANK Ltd, may suffer or incur in the event that the designated account is not credited with the requisite amounts on the maturity date, regardless of the reason(s) therefore, we further undertake and indemnify _____ Bank Ltd from all loss, legal claims, disputes, legal costs, expenses etc., pertaining to this transaction.

We confirm that the transaction under the ECB/trade credit is bonafide commercial trade related transaction and the necessary approvals have been obtained from the legal and regulatory authorities and that all regulatory guidelines in force have been complied with.

This undertaking cum indemnity is governed by the Laws of India and we hereby irrevocably submit to the exclusive jurisdiction to the courts/tribunals of India.

Regards,

Yours faithfully
For -----

Authorised Signatory

APPLICATION FOR BUYER'S SUPPLIER'S CREDIT

450	Commodity imported / to be imported with Customs Number of Commodity. Type of Good (capital / non- capital)	
451	Type of Credit applied for (Buyer's Credit / Supplier's Credit)	Buyers Credit
452	Currency and amount of loan	
453	Period of Loan	Days
454	Expected date of Date of Draw down	
455	Repayment due date	
456	Disbursement to be made to (if not under our LC)	
457A	Details of import made 1) Payment terms 2) Due Date of Import Bill 3) Extension sought up to 4) If import has already been made Value assessed as per Bill of Entry form (please enclose form)	
457B	If goods are yet to be received 76) Date of Shipment 77) Whether goods have been sold on High Seas or any such sale is contemplated	
458	A copy of import Contract / Proforma / Commercial invoice / Bill of Lading is enclosed	
459	Reference of LC number, if established	
460	Suppliers/Beneficiary Details <ul style="list-style-type: none"> • Bene Name • Bank Account No • Bank Name • Bank Swift • Intermediary bank, if any, 	
461	If application for rollover	

	CURRENCY & AMOUNT	DATE OF LOAN	DUE DATE OF REPAYMENT
PARTICULARS OF ORIGINAL LOAN			
FIRST ROLLOVER	N/A		
SECOND ROLLOVER	N/A		
THIRD ROLLOVER	N/A		

FOURTH ROLLOVER	N/A		
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We hereby certify that - (i) the particulars given above are true and correct to the best of our knowledge and belief. (ii) The buyer credit to be raised will be utilized for permitted purposes.

- **We also confirm and undertake that no other financial liability is outstanding against the Import made by us.**
- **We also confirm and undertake that all in cost on this buyer credit is within the limits prescribed by RBI and will be within 6 months Libor + 350bps**
- **We hereby agree with all the terms and conditions of LOU being issued to the lending bank, by you on our behalf.**
- **We confirm that this is not advance payment against Imports.**
- **We undertake to pay withholding tax on the interest amount, if applicable and will submit Form15 CA & CB**

DECLARATION CUM UNDERTAKING

(Under Section 10 (5) Chapter III of the Foreign Exchange Management Act. 1999)

We hereby declare that the transaction (s) the detail of which are specifically mentioned in the schedule hereunder does not involve and is not designed for the purpose of any contravention or evasion of the provisions of the of the aforesaid Act or of any rule, regulation, notification, direction or order made there under.

We also hereby agree and undertake to give such information / documents, before the bank undertakes the transaction(s) and as may be are required from time to time as will reasonably satisfy you about the transaction(s) in term of the above declaration.

We also understand that if we refuse to comply with any such requirement or make unsatisfactory compliance there with the bank shall are refuse in writing to undertake the transaction and shall if it has reason to believe that any contravention / evasion is contemplated by me / us report the matter to Reserve Bank of India.

- We further declare that the undersigned has / have the authority to give this declaration and undertaking on behalf of the firm / company.

Authorized Signatory

Place:

Date:

- Applicable when the declaration / undertaking is signed on behalf of the Form / Company.

SCHEDULE

Nature / Purpose of Foreign Exchange Transactions:

Amount of Foreign Exchange to be released
Beneficiary

(To be obtained on Letterhead)

To,
IndusInd Bank Ltd
_____ Branch

Date: _____
IE CODE: _____

Dear Sir,

Sub: Application for Outward Remittance against Direct Import.

I/We would like to make outward remittance on account of import of goods / services made by us. For the said import transaction I/We have received the bill directly from the supplier / Supplier's bank. The details are as follows:

Foreign Currency and Amount to be remitted	
Beneficiary Name : Address :	
Beneficiary's Account No.	
Beneficiary's Bank Name : Address :	
SWIFT code of Beneficiary's Bank	
Sort Code or ABA Routing No. of Beneficiary's Bank (if any)	
Beneficiary Bank's Correspondent Bank Details (if any) Bank Name : Address : Swift Code :	
Correspondent Bank's charges	BEN – Charges will be borne by Beneficiary OUR – Charges will be borne by Remitter's

For making outward remittance I/We

have booked the FX conversion rate @ _____ (Fx rate confirmed to Mr / Mrs. _____)

wish to utilise the forward contract no. _____ for _____ (Foreign Currency & Amount)

Debit authorization:

I/We hereby authorize you to debit my / our CA / CC Account No. _____ for making payment of the import bill along with all statutory charges and your bank charges.

In case of Payment by debit to EEFC account:

I/We hereby authorize you to debit my/our EEFC Account No. _____ for making payment of the import bill. Please debit my / our CA / CC Account No _____ for all statutory charges and your bank charges.

I/We are enclosing herewith copy of Invoice BL AWB Other documents (please specify)

I/We undertake to submit the Bill of Entry within 3 months of the remittance

– Please find enclosed Exchange control copy of Bill of Entry no. _____ dated _____

A) In case of freely importable goods:

- We declare that the goods to which this application relates have been/ will be imported* by us for which Payment/ advance payment* is being made are not covered under prohibited or restricted list and are freely importable as per extant Foreign Trade Policy and amendments there to till date.

OR

In case of import of restricted goods under License:

- We declare that the goods which this application relates have been/will be imported* by us for which payment/advance payment* is being made are Restricted for Import as per existing EXIM Policy. We enclose original exchange control copy of the license issued by D.G.F.T. We confirm that the Import license against which the remittance is sought is valid and has not been cancelled by DFGT.

(*Strike out the item not applicable).

B) Import Particulars are as under:

Invoice number and date	Currency	Amount	Terms of Shipment (CIF, FOB, C&F etc.)	Description of goods	Harmonized System Classification Code	Actual Date of Shipment (for Import Payments) / Approx. date of shipment (for Import Advance)

The value of the goods declared on the invoice is the real value of the goods to be imported into India.

DECLARATION-CUM UNDERTAKING (Under Section 10 (5), Chapter III of FEMA 1999)

I/We hereby declare that the transaction, details of which are specifically mentioned in this request letter does not involve, and is not designed for the purpose of any contravention or evasion of the provisions of the aforesaid Act or of any rules, regulation, notification, direction or order made there under. I /we also hereby agree and undertake to give such information/documents as well reasonably satisfy you about this transaction in terms of the above declaration. I/We also understand that if I/We refuse to comply with any such requirement or make only unsatisfactory compliance therewith, the bank shall refuse in writing to undertake the transaction and shall if it has reason to believe that any contravention/evasion is contemplated by me/us report the matter to Reserve Bank of India.

I/We further declare that the undersigned has the authority to sign and submit this application, declaration cum undertaking on behalf of the firm/company.*

Thanking you.

Yours faithfully,

For

(Authorised Signatory)

*Applicable when the application and declaration cum undertaking is signed on behalf of the firm / company

Strike out whichever is not applicable

FORM A2

(For payments other than imports and remittances covering intermediary trade)

Application for Remittance Abroad

AD Code No. _____

Form No. _____
(To be filled in by the Authorised Dealer)

Serial No. _____
(For use of Reserve Bank of India) Currency Amount _____

Equivalent to Rs. _____
(To be completed by Authorised Dealer)

I/We

_____ (Name of applicant remitter) authorize

_____ (Name of AD branch)

Savings Bank/ Current/ RFC/ EEFC A/c. No. _____ together with their charges and

*a) Issue a draft : Beneficiary's Name _____ Address _____

*b) Effect the foreign exchange remittance directly –
1) Beneficiary's Name _____
2) Name and address of the bank _____
3) Account No. _____

*c) Issue travelers cheques for

*d) Issue foreign currency notes for

*(Strike out whichever is not applicable) for the purpose indicated below

(Remitter should put a tick (¥) against an appropriate purpose code. In case of doubt/ difficulty, the AD bank should be consulted).

Signat

ure Date :

Name :

Sr. No.	Purpose Group Name	Purpose Code	Description
As per the Annex -I			

**Declaration
(Under FEMA 1999)**

I, _____ declare that –

* (1) The total amount of foreign exchange purchased from or remitted through, all sources in India during this calendar year including this application is within USD (USD

only) the annual limit prescribed by Reserve Bank of India for the said purpose.

* (2) Foreign exchange purchased from you is for the purpose indicated above.

*(Strike out whichever is not applicable)

Signature

Name _____

Date :

Annex I: Purpose Codes for Reporting under FETERS

A. Payment Purposes (for use in BOP file)

Gr. No.	Purpose Group Name	Purpose Code	Description
	Capital	S0017	Acquisition of non-produced non-financial assets (Purchase of intangible assets like patents, copyrights, trademarks etc., land acquired by government, use of natural resources) – Government
		S0019	Acquisition of non-produced non-financial assets (Purchase of intangible assets like patents, copyrights, trademarks etc., use of natural resources) – Non-Government
		S0026	Capital transfers (Guarantees payments, Investment Grand given by the government/international organisation, exceptionally large Non-life insurance claims) – Government
		S0027	Capital transfers (Guarantees payments, Investment Grand given by the Non-government, exceptionally large Non-life insurance claims) – Non-Government
		S0099	Other capital payments not included elsewhere
	Financial		
	Foreign Direct	S0003	Indian Direct investment abroad (in branches & wholly owned subsidiaries) in equity Shares
		S0004	Indian Direct investment abroad (in subsidiaries and associates) in debt instruments
		S0005	Indian investment abroad – in real estate
		S0006	Repatriation of Foreign Direct Investment made by overseas Investors in India – in equity shares
		S0007	Repatriation of Foreign Direct Investment in made by overseas Investors India – in debt instruments
		S0008	Repatriation of Foreign Direct Investment made by overseas Investors in India – in real estate
	Foreign	S0001	Indian Portfolio investment abroad – in equity shares
		S0002	Indian Portfolio investment abroad – in debt instruments
		S0009	Repatriation of Foreign Portfolio Investment made by overseas Investors in India – in equity shares
		S0010	Repatriation of Foreign Portfolio Investment made by overseas Investors in India – in debt instruments
	External Commercial	S0011	Loans extended to Non-Residents
		S0012	Repayment of long & medium term loans with original maturity above one year received from Non-Residents
	Short term Loans	S0013	Repayment of short term loans with original maturity up to one year received from Non-Residents
	Banking Capital	S0014	Repatriation of Non-Resident Deposits (FCNR(B)/NR(E)RA etc)

		S0015	Repayment of loans & overdrafts taken by ADs on their own account.
		S0016	Sale of a foreign currency against another foreign currency
	Financial Derivatives and Others	S0020	Payments made on account of margin payments, premium payment and settlement amount etc. under Financial derivative transactions.
		S0021	Payments made on account of sale of share under Employee stock option
		S0022	Investment in Indian Depositories Receipts (IDRs)
		S0023	Remittances made under Liberalised Remittance Scheme (LRS) for Individuals
	External Assistance	S0024	External Assistance extended by India. e.g. Loans and advances extended by India to Foreign governments under various agreements
		S0025	Repayments made on account of External Assistance received by India.
1	Transport	S0201	Payments for surplus freight/passenger fare by foreign shipping companies operating in India
		S0202	Payment for operating expenses of Indian shipping companies operating abroad
		S0203	Freight on imports – Shipping companies
		S0204	Freight on exports – Shipping companies
		S0205	Operational leasing/Rental of Vessels (with crew) – Shipping companies
		S0206	Booking of passages abroad – Shipping companies
		S0207	Payments for surplus freight/passenger fare by foreign Airlines companies operating in India
		S0208	Operating expenses of Indian Airlines companies operating abroad
		S0209	Freight on imports – Airlines companies
		S0210	Freight on exports – Airlines companies
		S0211	Operational leasing / Rental of Vessels (with crew) – Airline companies
		S0212	Booking of passages abroad – Airlines companies
		S0214	Payments on account of stevedoring, demurrage, port handling charges etc. (Shipping companies)
		S0215	Payments on account of stevedoring, demurrage, port handling charges, etc.(Airlines companies)
		S0216	Payments for Passenger - Shipping companies
		S0217	Other payments by Shipping companies
		S0218	Payments for Passenger - Airlines companies
		S0219	Other Payments by Airlines companies
		S0220	Payments on account of freight under other modes of transport (Internal Waterways, Roadways, Railways, Pipeline transports and others)

		S0221	Payments on account of passenger fare under other modes of transport (Internal Waterways, Roadways, Railways, Pipeline transports and others)
		S0222	Postal & Courier services by Air
		S0223	Postal & Courier services by Sea
		S0224	Postal & Courier services by others
2	Travel	S0301	Business travel.
		S0303	Travel for pilgrimage
		S0304	Travel for medical treatment
		S0305	Travel for education (including fees, hostel expenses etc.)
		S0306	Other travel (including holiday trips and payments for settling international credit cards transactions)
3	Construction Services	S0501	Construction of projects abroad by Indian companies including import of goods at project site abroad
		S0502	Cost of construction etc. of projects executed by foreign companies in India.
4	Insurance and Pension Services	S0601	Life Insurance premium except term insurance
		S0602	Freight insurance – relating to import & export of goods
		S0603	Other general insurance premium including reinsurance premium; and term life insurance premium
		S0605	Auxiliary services including commission on insurance
		S0607	Insurance claim Settlement of non-life insurance; and life insurance (only term insurance)
		S0608	Life Insurance Claim Settlements
		S0609	Standardised guarantee services
		S0610	Premium for pension funds
		S0611	Periodic pension entitlements e.g. monthly quarterly or yearly payments of pension amounts by Indian Pension Fund Companies.
		S0612	Invoking of standardised guarantees
5	Financial Services	S0701	Financial intermediation, except investment banking - Bank charges, collection charges, LC charges etc.
		S0702	Investment banking – brokerage, under writing commission etc.
		S0703	Auxiliary services – charges on operation & regulatory fees, custodial services, depository services etc.
6	Telecommunication, Computer & Information Services	S0801	Hardware consultancy/implementation
		S0802	Software consultancy / implementation
		S0803	Data base, data processing charges
		S0804	Repair and maintenance of computer and software
		S0805	News agency services
		S0806	Other information services- Subscription to newspapers, periodicals
		S0807	Off-site software imports
		S0808	Telecommunication services including electronic mail services and voice mail services

		S0809	Satellite services including space shuttle and rockets etc.
7	Charges for the use of intellectual property n.i.e	S0901	Franchises services
		S0902	Payment for use, through licensing arrangements, of produced originals or prototypes (such as manuscripts and films), patents, copyrights, trademarks and industrial processes etc.
8	Other Business Services	S1002	Trade related services – commission on exports / imports
		S 1003	Operational leasing services (other than financial leasing) without operating crew, including charter hire- Airlines companies
		S1004	Legal services
		S1005	Accounting, auditing, book-keeping services
		S1006	Business and management consultancy and public relations services
		S 1007	Advertising, trade fair service
		S 1008	Research & Development services
		S 1009	Architectural services
		S1010	Agricultural services like protection against insects & disease, increasing of harvest yields, forestry services.
		S1011	Payments for maintenance of offices abroad
		S1013	Environmental Services
		S1014	Engineering Services
		S1015	Tax consulting services
		S1016	Market research and public opinion polling service
		S1017	Publishing and printing services
		S1018	Mining services like on–site processing services analysis of ores etc.
		S 1020	Commission agent services
		S1021	Wholesale and retailing trade services.
		S 1022	Operational leasing services (other than financial leasing) without operating crew, including charter hire- Shipping companies
		S1023	Other Technical Services including scientific/space services.
S 1099	Other services not included elsewhere		
9	Personal, Cultural & Recreational services	S1101	Audio-visual and related services like Motion picture and video tape production, distribution and projection services.
		S1103	Radio and television production, distribution and transmission services
		S 1104	Entertainment services
		S1105	Museums, library and archival services
		S 1106	Recreation and sporting activities services
		S1107	Education (e.g. fees for correspondence courses abroad)
		S 1108	Health Service (payment towards services received from hospitals, doctors, nurses, paramedical and similar services etc. rendered remotely or on-site)

		S 1109	Other Personal, Cultural & Recreational services
10	Govt. not included elsewhere (G.n.i.e.)	S1201	Maintenance of Indian embassies abroad
		S1202	Remittances by foreign embassies in India
11	Secondary Income	S1301	Remittance for family maintenance and savings
		S 1302	Remittance towards personal gifts and donations
		S1303	Remittance towards donations to religious and charitable institutions abroad
		S 1304	Remittance towards grants and donations to other governments and charitable institutions established by the governments.
		S 1305	Contributions/donations by the Government to international institutions
		S 1306	Remittance towards payment / refund of taxes.
		S1307	Outflows on account of migrant transfers including personal effects
12	Primary Income	S1401	Compensation of employees
		S1402	Remittance towards interest on Non-Resident deposits (FCNR(B)/NR(E)RA, etc.)
		S1403	Remittance towards interest on loans from Non-Residents (ST/MT/LT loans) e.g. External Commercial Borrowings, Trade Credits, etc.
		S1405	Remittance towards interest payment by ADs on their own account (to VOSTRO a/c holders or the OD on NOSTRO a/c.)
		S1408	Remittance of profit by FDI enterprises in India (by branches of foreign companies including bank branches)
		S1409	Remittance of dividends by FDI enterprises in India (other than branches) on equity and investment fund shares
		S1410	Payment of interest by FDI enterprises in India to their Parent company abroad.
		S1411	Remittance of interest income on account of Portfolio Investment in India
		S1412	Remittance of dividends on account of Portfolio Investment in India on equity and investment fund shares
13	Others	S1501	Refunds / rebates / reduction in invoice value on account of exports
		S 1502	Reversal of wrong entries, refunds of amount remitted for non-exports
		S 1503	Payments by residents for international bidding
		S 1504	Notional sales when export bills negotiated/ purchased/ discounted are dishonored/ crystallised/ cancelled and reversed from suspense account
		S1505	Deemed Imports (exports between SEZ, EPZs and Domestic tariff areas)
14	Maintenance and repair services n.i.e	S1601	Payments on account of maintenance and repair services rendered for Vessels, ships, boats, warships, etc.

		S1602	Payments on account of maintenance and repair services rendered for aircrafts, space shuttles, rockets, military aircrafts, helicopters, etc.
15	Manufacturing services (goods for processing)	S1701	Payments for processing of goods

(To be obtained on Letterhead)

To,
IndusInd Bank Ltd
_____ Branch

Date:
IE CODE _____

Dear Sir,

Sub: Application for payment of Import Bill

I/We wish to make payment of import bill having ref. no. _____ Dtd.
____/____/____ for _____ (Foreign Currency & Amount).

For making payment of the above mention import bill, I/We

have booked the FX conversion rate @ _____ (confirmed to Mr / Mrs.
_____)

wish to utilise the forward contract no. _____ for
_____ (Foreign Currency & Amount)

Debit authorization:

We here by accept the all discrepancy in document and authorize you to debit my / our CA / CC Account No. _____ for making payment of the import bill along with all statutory charges and your bank charges on due date

In case of Payment by debit to EEFC account:

I/We hereby authorize you to debit my/our EEFC Account No. _____ for making payment of the import bill. Please debit my / our CA / CC Account No _____ for all statutory charges and your bank charges.

– Please find enclosed herewith

- Underlying documents (please specify) _____
- Exchange control copy of Bill of Entry no. _____ dated ____/____/____

Or

- I/We undertake to submit the Bill of Entry within 3 months from the date of outward remittance.

A) In case of freely importable goods:

- We declare that the goods to which this application relates have been/ will be imported* by us for which Payment/ advance payment* is being made are not covered under prohibited or restricted list and are freely importable as per extant Foreign Trade Policy and amendments there to till date.

OR

In case of import of restricted goods under License:

- We declare that the goods which this application relates have been/will be imported* by us for which payment/advance payment* is being made are Restricted for Import as per existing EXIM Policy. We enclose original exchange control copy of the license issued by D.G.F.T. We confirm that the Import license against which the remittance is sought is valid and has not been cancelled by DFGT.

(*Strike out the item not applicable).

B) Import Particulars are as under:

Invoice number and date	Currency	Amount	Terms of Shipment. (CIF,FOB, C&F etc.)	Description of goods	Harmonized System Classification Code	Actual Date of Shipment (for Import Payments) / Approx. date of shipment (for Import Advance)

The value of the goods declared on the invoice is the real value of the goods to be imported into India.

DECLARATION-CUM UNDERTAKING (Under Section 10 (5),Chapter III of FEMA 1999)

I/We hereby declare that the transaction, details of which are specifically mentioned in this request letter does not involve, and is not designed for the purpose of any contravention or evasion of the provisions of the aforesaid Act or of any rules, regulation, notification, direction or order made there under. I /we also hereby agree and undertake to give such information/documents as well reasonably satisfy you about this transaction in terms of the above declaration. I/We also understand that if I/We refuse to comply with any such requirement or make only unsatisfactory compliance therewith, the bank shall refuse in writing to undertake the transaction and shall if it has reason to believe that any contravention/evasion is contemplated by me/us report the matter to Reserve Bank of India.

I/We further declare that the undersigned has the authority to sign and submit this application, declaration cum undertaking on behalf of the firm/company.*

Please hand over the original import documents to the bearer of this letter whose signature is attested herewith. (*Applicable in case of DP/Sight documents*)

(Bearer's signature)

Signature Attested

Thanking you.

Yours faithfully,

For

(Authorised Signatory)

*Applicable when the application and declaration cum undertaking is signed on behalf of the firm / company

Strike out whichever is not applicable

Declaration to obtained from the remitter on their Letter head

Ref.....

Date:

The Branch Manager
IndusInd Bank
_____ Branch

Dear Sir/Madam,

This is to certify that -

1. I/We _____ (Name of the remitter) having PAN _____ is remitting a sum of (currency) _____ /- (Amount in words) to _____ (Name and Address of the Payee) in respect of _____ (Nature of expenses).
2. I/ We hereby confirm that amount to be remitted is not chargeable to be taxed in India because _____ (please provide rational). Therefore Form 15CA and Form 15CB as per provisions of Rule 37BB of the Income Tax Rules, 1962 are not required to be submitted.
3. In the event if there is any Income Tax query/inquiry/notice demanding details/information in India in respect of this particular remittance, I/We undertake to provide with all the necessary information/document to IndusInd Bank as required by the Income tax department.
4. Further, I/We shall indemnify IndusInd Bank for any tax/interest or penalty levied by the Income-tax/Income tax Appellate Authorities/Courts in India for non deduction of tax or non-compliance with the relevant provisions of Income tax law in regards to this remittance.

Yours faithfully,

Authorised Signatory

_____ (Name of Authorized signatory)

_____ (PAN of Remitter)

_____ (Account Number of the client)

(Copy of PAN and Address proof required in case remitter is not having account with IndusInd Bank)