

APPLICATION AND GUARANTEE FOR ISSUE OF DOCUMENTARY CREDIT

To

**The Branch Manager
ICICI Bank Ltd.
Branch**

Please Open by Swift an Irrevocable Documentary Credit with your correspondents in _____ as per details given below:

40A: ***	Type of LC	IRREVOCABLE			
31D ***	Date and Place Of Expiry	<input type="text"/> <input type="text"/>	<input type="text"/> <input type="text"/>	<input type="text"/> <input type="text"/>	Place:
		Y Y	M M	D D	
50: ***	Name & Address of Openers				
59: ***	Name & Address of Beneficiary				
32B: ***	Currency & Amount Of Credit in figures And in words	CURRENCY CODE: <input type="text"/> <input type="text"/> <input type="text"/>	AMOUNT: AMOUNT IN WORDS:		
39A: #	Percentage Credit Amount Tolerance	<input type="text"/>	Percentage Plus	<input type="text"/>	Percentage Minus
39B: ***	Maximum Credit Amount	<input type="checkbox"/>	Maximum Amount [Amount plus Tolerance]		
39C: #	Additional Amounts Covered	NIL			
41a: (A/D) ***	Credit Available With Credit Available By	Name:	Any bank		
		Address:			
		<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
		Acceptance	Def. Payment	Negotiation	Payment
42c	Usance of Drafts	At Sight	<input type="text"/>	Days from the date of BL	
42a	Drafts to be Drawn on	Applicant			
42P	Deferred payment details, if any				
43P	Partial Shipment	<input type="checkbox"/>	PERMITTED	<input type="checkbox"/>	PROHIBITED
43T	Transhipments	<input type="checkbox"/>	PERMITTED	<input type="checkbox"/>	PROHIBITED
44A	Shipment from				
44B	Shipment to				
44C	Latest date of Shipment				
44D	Shipment Period				
45A	Description of Goods				

46A	<p><u>DOCUMENTS REQUIRED:</u></p> <p>€ SIGNED COMMERCIAL INVOICE (4 COPIES) QUOTING IMPORT Under OGL AND CERTIFYING THAT THE GOODS ARE AS PER ORDER / GROSS FOB/CIF/CFR VALUE OF THE GOODS BEFORE DEDUCTION OF AGENT'S COMMISSION, IF ANY, MUST NOT EXCEED THE MAXIMUM CREDIT AMOUNT.</p> <p>€ CERTIFICATE OF ORIGIN ISSUED BY CHAMBER OF COMMERCE OR ANY OTHER RECOGNISED AGENCY.</p> <p>€ FULL SET SIGNED "CLEAN", "ON BOARD" OCEAN BILLS OF LADING OF A CONFERENCE LINE VESSEL MADE OUT TOMORROW AND BLANK ENDORSEMENT MARKED "FREIGHT PREPAID", AND NOTIFY THE APPLICANT AND ICICI BANK LTD----- BRANCH, INDICATING L/C NUMBER AND DATE EVIDENCING SHIPMENT OF MERCHANDISE DESCRIBED ABOVE SHORT FORM BILL OF LADING, THIRD PARTY BILL OF LADING ARE NOT ACCEPTABLE. DOCUMENTS PRODUCED BY REPROGRAPHIC PROCESS/COMPUTERISED CARBON COPIES ARE NOT ACCEPTABLE UNLESS MARKED ORIGINAL AND SIGNED.</p> <p>€ AIRWAY BILLS/AIR CONSIGNMENT NOTES ADDRESSED TO ICICI BANK LTD. ----- BRANCH FOR ACCOUNT APPLICANT INDICATING LETTER OF CREDIT NUMBER AND MARKED FREIGHT PREPAID/FREIGHT PAYABLE AT DESTINATION. AIRWAY BILLS/AIR CONSIGNMENT NOTES MUST INDICATE FLIGHT NUMBER AND DATE.</p> <p>€ LLOYDS / SHIPPING COMPANY CERTIFICATE THAT CARRYING STEAMER IS SEAWORTHY AND NOT MORE THAN 15 YEARS OLD.</p> <p>€ MARINE INSURANCE POLICIES/CERTIFICATE DATED NOT LESS THAN THE BILL OF LADING/AIRWAY BILL UNTO ORDER AND BLANK ENDORSED FOR 110% OF INVOICE VALUE COVERING INSTITUTE CARGO CLAUSE (A), INSTITUTE CARGO CLAUSE (CARGO) AND INSTITUTES STRIKES CLAUSE (CARGO), WAREHOUSE TO WAREHOUSE CLAUSES WITH CLAIMS PAYABLE IN INDIA IRRESPECTIVE OF PERCENTAGE. TRANSHIPMENT RISKS MUST BE COVERED IF GOODS ARE SUBJECT TO TRANSHIPMENT.</p> <p>€ INSURANCE COVERED BY THE APPLICANT, COPY OF TELEX OR FAX, INTIMATING THE APPLICANT DIRECTLY FAX No. _____ TELEX No. _____ AND _____ INSURANCE COMPANY, _____ DIRECTLY AT FAX No. _____ TELEX No. _____, CONVEYING FULL DETAILS OF THE SHIPMENT WITHIN FORTY EIGHT HOURS OF SHIPMENT, TO ACCOMPANY THE DOCUMENTS.</p> <p>€ TEST CERTIFICATE / INSPECTION CERTIFICATE ISSUED BY _____.</p> <p>€ PACKING LIST (4 COPIES)</p> <p>€ CERTIFICATE ISSUED BY _____ CERTIFYING THAT THE GOODS HAVE BEEN LOADED ON BOARD THE VESSEL.</p>
47A	<p><u>ADDITIONAL CONDITIONS:</u></p> <p>€ ALL DOCUMENTS MUST BE IN ENGLISH.</p> <p>€ ALL DOCUMENTS MUST MENTION OUR L/C NUMBER AND DATE.</p> <p>€ THE TRANSPORT DOCUMENTS:</p> <p>(A) MUST CONTAIN ALL THE CONDITIONS OF CARRIAGE ON THE ORIGINAL DOCUMENT.</p> <p>(B) MUST NOT INDICATE THE PLACE OF FINAL DESTINATION AS BEING DIFFERENT FROM THE PORT OF DISCHARGE.</p> <p>(C) MUST NOT CONTAIN THE INDICATION "INTENDED" OR SIMILAR QUALIFICATION IN RELATION TO THE VESSEL OR OTHER MEANS OF TRANSPORT OR PORT OF LOADING OF DISCHARGE.</p> <p>(D) MUST BE ISSUED BY THE CARRIER OR HIS AGENT AND NOT BY ANY FREIGHT FORWARDER.</p> <p>(E) MUST NOT CONTAIN A PROVISION THAT GOODS MAY BE CARRIED ON DECK.</p> <p>€ "LASH" TRANSPORT DOCUMENTS ARE NOT ACCEPTABLE.</p> <p>€ TRANSPORT DOCUMENTS BEARING REFERENCE BY STAMP OR OTHERWISE TO CROSS ADDITIONAL TO THE FREIGHT CHARGES ARE NOT ACCEPTABLE.</p> <p>€ SHORT FORM OR BLANK BLACK TRANSPORT DOCUMENTS ARE NOT ACCEPTABLE.</p> <p>TRANSPORT DOCUMENT BEARING A DATE OF ISSUE PRIOR TO THAT OF THE CREDIT IS NOT ACCEPTABLE.</p> <p>€ OTHERS, PLEASE SPECIFY.</p>

71B:	SPECIFY IF ANY CHARGES ARE TO BENEFICIARY'S ACCOUNT	ALL CHARGES (OUTSIDE INDIA ARE TO THE A/C OF BENEFICIARY) (SPECIFY)
48:	PERIOD OF PRESENTATION OF DOCUMENTS	WITHIN DAYS FROM THE DATE OF SHIPMENT / DESPATCH.
49: ***	CONFIRMATION INSTRUCTIONS	TO BE CONFIRMED NEED NOT BE CONFIRMED
57A:	"ADVICE THROUGH" BANK	
72:	SENDER TO RECEIVER INFORMATION	

*** indicates mandatory fields
only one of the fields 39A, 39B or 39C is to be filled.

AUTHORISED SIGNATORY

In consideration of your opening the above credit, I/We hereby agree and undertake as follows :

- 1) I/We hereby agree and undertake to accept and pay for all the documents negotiated thereunder in accordance with terms thereof, as also for any disbursement made or liability incurred by you my/our account under the Credit, together with interest, costs, charges and expenses due to you in respect thereof as hereinafter mentioned.
- 2) I) I/We further agree to pay to you interest on the amount (a) payable in respect of my/out liability under the Credit, at the rate of _____ per cent per annum over ICICI BANK Rate (BR) or at such other rate as may be prescribed by ICICI Bank Ltd., from time to time for advances to non-priority sectors.

(II) The aforesaid rate of interest shall however be applicable only during the period from the date of negotiation of the bill/documents under the Credit up to and inclusive of the date immediately preceding the rate of payment by me/us or the date of crystallisation of my/our liability on the foreign currency bill pursuant to clause 5 (I) below, whichever is earlier, after, which interest shall be payable at the rate stipulated in the said Clause 5 (1).

- 3) I/We further agree to pay you on demand (1) the charges that may be levied as per FEDAI rules in force from time to time for any early / Late delivery of the relevant foreign exchange/Currency under the Forward Exchange Contract, if , booked my me and (2) the commission or handling charges at the rate of 0.15% on the amount of the bill(s) drawn under the Credit.
- 4) I/We further agree to pay on demand, all costs (legal costs on full indemnity basis) customs duty, penalty, demurrage, storage charges, clearing and forwarding charges and all other charges and expenses which you may be put to or suffer or incur in connection with the goods and / or the documents of title of goods covered by the credit including for re-shipment thereof for any reason whatsoever, or in the exercise of enforcement of any right or power hereby conferred or otherwise however, and further agree and undertake to hold you safe and harmless and keep you indemnified against any claim, action or proceedings made or brought against you, your correspondents or agents, as also against any liability or loss incurred or suffered by you, your correspondents or agents by reason of your having established the Credit pursuant to my/our application or otherwise however in the premises.
- 5) (1) If/We fail to make due payment to you of a sight bill on its presentation or a usance bill on the date of its maturity, which is drawn or purported to be drawn under the credit and expressed to be paid in the foreign currency, then you shall be at liberty without prejudice to your rights hereunder, to crystallise my/our liability on the foreign currency bill by converting the foreign currency amount into indian rupees on the 10th Day after the date of receipt of Documents by you under the credit in the case of a sight bill remaining unpaid till then or on the date of maturity in the case of a usance bill whereupon I/We shall be liable to pay to you the Indian Rupee equivalent of such foreign currency amount as calculated at the rate of exchange, mentioned below, together with interest as applicable as per bank rules with quarterly rests, or at such other rests as may be notified by you from time to time, until payment or realisation, and all costs, charges and expenses payable by me/us hereunder.

(2) The rate of Exchange applicable to such conversion of the foreign currency amount into Indian rupees shall be:

- (a) Your applicable bill selling rate prevailing on the date falling on the 10th day in the case of sight bill or on the date of maturity in the case of a usance bill, then the rate prevailing on the immediately next working day when such rate shall be the applicable rate of exchange; or
 - (b) The forward exchange contract rate in case a forward exchange contract has been booked by me/us with you.
 - (c) The date of receipt of documents by you under the credit as registered in your record shall be conclusive and binding on me/us.
 - (d) I/We confirm that crystallisation of my/our liability on the foreign currency bill by you and the charging/payment of interest at a higher rate as aforesaid shall be deemed to create any right in me/us to keep any unpaid bill when due.
- 6) I/We further agree that you shall have a pledge upon all goods and documents of title of goods and other documents covered under the credit which may have been already delivered or shall be hereafter delivered into your possession or into the possession of your agents by me/us or by any person, firm or company on my/our behalf as a result of your opening the credit or in connection with the transaction hereunder. The said goods and the documents shall be deemed to be delivered in pursuance of my/our agreement to pledge them to you as security for all payments which may be made by you or your correspondents or your agents under the credit of my/our account as also for any liability whatsoever incurred or which may be hereafter incurred by you or your correspondents or agents as a result of opening of this credit, together with interest, costs, charges and expenses as herein above mentioned.
- 7) In the event of my/our committing a default in making due payment of any bill drawn or purported to be drawn under the credit or in making reimbursement on demand of any payment made by you for my/our account in respect of any liability that may be suffered or incurred by you or your correspondents or agents under or in connection with the credit, that you shall be entitled without prejudice to any of your rights and without notice to me/us (Which I/We hereby expressly waive), to sell the goods covered under the credit (the said "goods") whether before or after their arrival either by public auction or tender or by private contract and subject to such conditions as you may deem fit to impose, or otherwise dispose of or deal with the said goods or any part thereof and /or with the relative documents of title to goods in any manner whatsoever, without being bound to exercise any of these powers or liable for any loss in the exercise or non-exercise thereof. The net proceeds realised from sale of the said goods or transfer or any document of title, remaining after deducting therefrom the costs and expenses of and incidental to such sale or transfer, shall

be applied in or towards payment or satisfaction of the amount(s) due to you in respect of any payment or disbursement made by you under the Credit for my/our account, and interest thereon and all costs charges and expenses as here in above mentioned. I/We agree to accept Bank's account of sale or realisation as conclusive evidence both in and out of court as to the amount(s) realised and expenses incurred, and to pay forthwith any shortfall or deficiency remaining after such application. I/We further agree that you shall not be liable to me/us for any loss which may occur pending sale or disposal of the goods and/or document of title of goods, whether by reason of theft, damage, deterioration to decay of the goods or depreciation in the value thereof otherwise whatsoever be the cause.

8) I/We further agree to keep the said goods further insured from the time of expiry of insurance cover under the initial policy or policies or insurance, against all risks which are normally covered for goods of the nature purchased under the credit as also against such other risk(s) as may be required by you, and in the event of my/our failing to do so, you shall be at liberty to insure the said goods at my/our cost and expenses without prejudice to your rights hereunder. Until all your dues in respect of the credit are paid in full, I/We agree to pay to you forthwith all moneys if received by me/us under any policy or policies of insurance moneys, I/We undertake to hold the same in trust for you.

9) I/We further agree and undertake to sign, execute and deliver to you from time to time on demand made by you, such further or other deeds, documents and writings and do all such acts, matters and things as may be required by you for better perfecting your title to the said goods and the documents covered under the credit and/or to render the same readily saleable or transferable by you to any purchaser(s) at all time.

10) It is understood that the transmission of all instructions and communications under the above Credit and the shipping of documents and goods thereunder is entirely at my/our risk. You and your correspondents or agents shall not be responsible for any error or delay in such transmission or loss or delay in delivery of the documents or the goods nor shall you or your correspondents or agents be liable in any respect beyond ensuring that the bill(s) drawn under the Credit and the relative documents covered thereunder purport to comply with the terms and conditions of the Credit.

11) I/We have made adequate arrangement for retiring the bills under the Credit and do not contemplate to seek any financial assistance from you for the purpose.

12) I/We agree to the negotiations of the documents drawn under the credit being confined to your branches or agencies or to any bank acceptable to you.

13) I/We confirm that the goods described above are covered under my/our below mentioned Import Licence.

14) I/We enclose for your perusal

- i) Order together with the order confirmation of overseas supplier, or
- ii) Proforma invoice of overseas supplier duly countersigned by us; or
- iii) Indent/Offer from overseas supplier or his authorised agent together with the exchange control copy of the relative import licence.

I/We hereby declare that the transaction covered under this letter of credit does not involve and is not designed for the purpose of any contravention or evasion of the provisions of FEMA 1999 or of any rule, regulations, notifications direction or order made thereunder. I/We undertake to submit to you the exchange copy of the relative Customs Bill of Entry within the time limit stipulated by RBI.

15) This application shall be deemed to have been accepted and the credit deemed to have been established when written advice thereof has been sent to the beneficiary.

16) I/We agree and confirm that this credit may be amended and/or modified by you in your absolute discretion, including for an increased limit, on our giving you written instructions for the same and in such and event, such amendment/modification will be deemed to form part of this credit applications and will be governed by the terms hereof and I/We agree, covenant record and confirm that I/We shall be bound by the same as if such amendment/modification including the increased limit had or originally constituted the term of this Credit.

17) This Agreement shall be binding upon me/us, my/our heirs, executors and administrators/ successors and shall ensure to the benefit of and be enforceable by you, your successors, transferees and assigns.

EXCEPT AS OTHERWISE EXPRESSLY STATED THIS CREDIT IS TO BE OPENED SUBJECT TO THE UNIFORM CUSTOMS AND PRACTICE FOR DOCUMENTARY CREDITS (1993 REVISION) AS CONTAINED IN THE INTERNATIONAL CHAMBER OF COMMERCE PUBLICATION NO.500 AS AMENDED FROM TIME TO TIME.

Licence No.
For Rs.

Dated
Valid Upto:

Yours faithfully,

Date:

	SEND TO																	
	SWIFT ADDRESS																	
20: ***	L/C No.																	
23:	PREADVISED No.	/ PREADV/																
31C:	DATE OF ISSUE																	
27:	SEQUENCE OF TOTAL	(indicate the message number and the total number of message required to convey the details of the transaction) _____ OF _____																
51a:	APPLICANT BANK (IF OTHER THAN ICICI BANK) _____ BRANCH	<table style="width: 100%; border: none;"> <tr> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> </tr> <tr> <td style="text-align: center;">Y</td> <td style="text-align: center;">Y</td> <td style="text-align: center;">M</td> <td style="text-align: center;">M</td> <td style="text-align: center;">D</td> <td style="text-align: center;">D</td> <td></td> <td></td> </tr> </table>									Y	Y	M	M	D	D		
Y	Y	M	M	D	D													
53a: *** (A/D)	REIMBURSING BANK	<table style="width: 100%; border: none;"> <tr> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> </tr> <tr> <td style="text-align: center;">Y</td> <td style="text-align: center;">Y</td> <td style="text-align: center;">M</td> <td style="text-align: center;">M</td> <td style="text-align: center;">D</td> <td style="text-align: center;">D</td> <td></td> <td></td> </tr> </table>									Y	Y	M	M	D	D		
Y	Y	M	M	D	D													
78:	INSTRUCTIONS TO PAYING BANK	<p>DOCUMENTS IN _____ SETS IN REIMBURSEMENT CLAIM FROM OUR A/C _____ WITH _____ WITH TWO CLEAR WORKING DAYS NOTICETO OUR CORPORATION TREASURY AT 215 , FREE PRESS HOUSE, NARIMAN POINT, MUMBAI-400021. SWIFT ICICINBB ATTN: THE VICE PRESIDENT FOREX TREASURY.</p> <p>WE HEREBY ENGAGE THE DRAWERS, ENDORSERS AND BONAFIDE HOLDERS OF DRAFTS UNDER AND IN COMPLIANCE WITH THE TERMS OF THE CREDIT THAT SUCH DRAFTS SHALL BE DULY HONOURED ON PRESENTATION OR DELIVERY OF DOCUMENTS AS SPECIFIED ABOVE.</p> <p>EXCEPT AS OTHERWISE EXPRESSLY STATED THIS CREDIT IS SUBJECT TO THE UNIFORM CUSTOMS AND PRACTICE FOR DOCUMENTORY CREDITS (1993 REVISION) AS CONTAINED THE INTERNATIONAL CHAMBER OF COMMERCE PUBLICATION No.500</p> <p>ALL OTHER COMMUNICATION UNDER THIS L/C MAY BE DIRECTLY SENT TO US ON OUR TEKLEX NO. _____ SWIFT ID. _____ DOCUMENTS TO BE DIRECTLY COURIERED TO OUR ADDRESS ICICI BANK LTD. _____ BRANCH _____</p> <p>THIS IS AN OPERATIVE INSTRUMENT NO MAIL CONFIRMATION WILL FOLLOW.</p>																
		INTERNAL APPROVAL SLIP APPROVED : YES NO INPUT AND VERIFIED IN BANKS 2000 : YES NO COMMISSION RECOVERED : YES NO																

L/C APPROVED FOR TRANSMISSION

AUTHORISED SIGNATORIES

For Communications Desk's Use

PRIORITY	URGENT NORMAL
MESSAGE RECD. DETAILS	DATE: TIME: AUTHORISED SIGNATORIES
MESSAGE TRANSMISSION DETrAILS	ENTERED BY: VERIFIED BY: FINAL AUTH. BY: ACKD.: SESSION NO.