

REQUEST LETTER FOR ARRANGEMENT OF TRADE CREDIT

DATE: _____

TO
 COSMOS CO.OP BANK LTD

 (BRANCH ADDRESS)

Dear Sir/Madam,

We request you to please arrange supplier's credit as per below details:

LC Reference (if applicable)	Bill Reference (if applicable)	Beneficiary	Currency	Amount	Bill Payment Date /Draw down date	Tenor (In days)

We are providing below details for underlying transaction required for you to process the transaction (tick where applicable)

- Is this under Cosmos bank LC/Collection , if yes then please enclose acceptance of under LC/Collection bill along with form A1 n case this is not already submitted and please fill details as required from 1-7 above as applicable.**
- Is this direct remittance to be handled by Cosmos bank, if yes then please enclose Invoices, BL/AWB, Fema, non-negative List & BOE and please fill details as required from 3-7.
- Is this bill handled by other bank , if yes then please enclose NOC from transaction handling bank undertaking to complete Fema regulations related to the documents handled, copies of BL/AWB, invoices and please fill details as required from 1-7 as applicable.
- In case suppliers credit is arranged by the supplier/Customer, offer letter from eligible lender quoting regulatory acceptable quote would be required and please fill details as required from 1-7 as applicable.

We authorize you to please debit our account No. _____ towards your charges (including overdue charges in case of delayed funding) and overseas bank interest /charges & principal amount on the due date.

We further confirm that all details provided are true & correct to the best of our knowledge and this transaction is within the regulatory guidelines prevailing at the time of arrangement.

Enclosures:

- Form Trade Credit (Applicable for all categories of underlying transaction)
- Invoices, BL/AWB, FEMA,>NNL & BOE. (Applicable for category 2)
- NOC from transaction handling bank, copies of BL/AWB, invoices (applicable for category 3)

4. Offer Letter from overseas lender along with other applicable documents (applicable for category 4)

On Stamp paper

UNDERTAKING FOR ISSUANCE OF LOU
(To be obtained on client's letter head for issuance of LOU)

Date: _____

The Manager
Cosmos Bank

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 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 SOFR plus _____ basis points per annum (P+I) on maturity date by funding our current account with Cosmos BANK 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 Cosmos BANK 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 authorize 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 commission. 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 Cosmos 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 Cosmos BANK , 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 Cosmos Bank 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 confide 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