

Document covering letter cum Declaration from exporter

LETTER TO BANK FOR COLLECTION/DIRECT/NEGOTIATIONS OF EXPORT DOCUMENTS

Drawer (Exporter)	Invoice No. & Date	Exporters Ref:																																
	Buyer's Order no. /LC NO. and Date																																	
	Customs No.	IE Code																																
Drawee(Consignee)	Consignee (if other than Drawee)																																	
L/C Issuing Bank	ECGC Policy No. & Date																																	
Please Receive the following documents for disposal as per instructions: <table border="0"> <thead> <tr> <th>Documents</th> <th>Number</th> </tr> </thead> <tbody> <tr> <td>1. Draft No. & Date Sight Usance</td> <td></td> </tr> <tr> <td>Amount FCY _____</td> <td></td> </tr> <tr> <td>2. Invoice No./Date</td> <td></td> </tr> <tr> <td>3. Packing List No. & Date</td> <td></td> </tr> <tr> <td>4. Bill of lading No. & Date/ Original / Non-Negotiable</td> <td></td> </tr> <tr> <td>Air Way Bill No./Date</td> <td></td> </tr> <tr> <td>Post Parcel Receipt No & Date</td> <td></td> </tr> <tr> <td>5. Certificate of Origin No & Date</td> <td></td> </tr> <tr> <td>6. GSP Certificate of Origin No & Date</td> <td></td> </tr> <tr> <td>7. Inspection Certificate No. & Date</td> <td></td> </tr> <tr> <td>8. Insurance Policy/Certificate No & Date</td> <td></td> </tr> <tr> <td>9. Letter of Credit Amount Expiry Date</td> <td></td> </tr> <tr> <td>10. EDF No. & Date</td> <td></td> </tr> <tr> <td>13. Bank Certificate</td> <td></td> </tr> <tr> <td>13. Copy of Declaration to ECGC regarding Shipment</td> <td></td> </tr> </tbody> </table>	Documents	Number	1. Draft No. & Date Sight Usance		Amount FCY _____		2. Invoice No./Date		3. Packing List No. & Date		4. Bill of lading No. & Date/ Original / Non-Negotiable		Air Way Bill No./Date		Post Parcel Receipt No & Date		5. Certificate of Origin No & Date		6. GSP Certificate of Origin No & Date		7. Inspection Certificate No. & Date		8. Insurance Policy/Certificate No & Date		9. Letter of Credit Amount Expiry Date		10. EDF No. & Date		13. Bank Certificate		13. Copy of Declaration to ECGC regarding Shipment		Instructions (Pleas tick as required) - Collect - Purchase/Discount - Despatch documents to Bank/Buyer Full address with contact details - Release documents against payment/acceptance - Cable advice of non-payment/non-acceptance - In case of non-payment/non-acceptance, protest/do not protest - Negotiate documents drawn under LC No. _____ issued by _____ - Credit our A/c No. _____ on realisation of Payment. - Advise payment (Part/Full) : Yes/No If yes, Pl provide Ref. No. _____ dt. _____ Amount _____ - Deduct charges/collect charges from _____	
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13. Any Other Document (Specify)	11. Do not waive charges/ Interest recoverable from drawee 12. Collect interest @ _____ p.a. from _____ till _____ 13. Adjust our packing credit A/C and/or credit the Proceeds to cash credit/current account. DECLARATION: I/We declare that the particulars given herein are true and correct and that I/We accept the bank's conditions printed overleaf Date: _____ Authorised Signature with seal
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TERMS & CONDITIONS

1. We agree to accept the rate of exchange ruling on the day that the documents are approved by your authorised office and undertake to agree to any consequent adjustment in the rupee equivalent if the proceeds have been credited/paid to us. However, in case of the bills being covered by a specified forward contract shall be binding on us.
2. In case of any discrepancy/discrepancies noticed by the Bank, please treat the documents on collection basis/return the documents to us.
3. Negotiations are undertaken on the understanding that the Bank retains recourse to its customers, not only for the due payment of the bills at the original maturity date as stated in the bills but also for any loss which may be incurred owing to a moratorium or currency restrictions imposed, or to be imposed, in the country of payment. Moreover, negotiations are undertaken only on the terms that the Bank is not liable for loss, damage, or delay however cause, which is not directly due to the negligence or default of its own officers or servants.
4. If the bill which has been purchased/discounted remains unpaid/unaccepted, the amount due on the bills together with interest and other charges may be debited to my/our account or otherwise recovered from me/us.
5. We agree that the Bank shall not be responsible for:
 - A. Any act, omission, default, suspension, insolvency or bankruptcy of any correspondent, agent or subagent or
 - B. For any delay in remittance or loss in exchange during transmission or in the course of collection.
 - C. For loss of any bill of exchange or documents in transit or in the possession of any correspondent agent or sub-agent.
6. Unless otherwise specified, this collection is subject to the uniform rules for the Collection of Commercial Paper, International Chamber of Commerce Brochure No. 522 or ICC Publication No. 600 (Unless otherwise specified, I/We also undertake and agree to pay to the Bank and hereby authorize the Bank to reimburse itself for all commission and collection charges and all expenses incurred in the handling of this item if such charges and expenses are not paid by the drawee)

7. We hereby waive notice of dishonour of non-acceptance and non-payment in respect of the same and undertake to reimburse the bill amount, if returned unpaid/not realised, as per Bank rules, with prevailing penal interest and other charges.
8. I/We are aware that _____ (Name of the country) is an entity against which sanctions by the office of Foreign Assets (OFAC) of USA is in place. We undertake not to hold the Cosmos Co-Operative Bank Ltd responsible for in any manner whatsoever in nature and hold the Cosmos Co-Operative Bank Ltd fully indemnified against all losses and damages that may be caused to us on account of the funds remitted under this transaction being confiscated or blocked or seized by any authority/government/agency.

The declaration-cum-undertaking under Sec 10(5), Chapter III of FEMA, 1999 is as under:

We declare that the captioned transaction does not involve and is not designed for the purpose of any contravention or evasion of the provision of the Foreign Exchange management Act 1999 or any rule, regulations, notification, direction or order issued there under. 'I/We undertake to abide by the provisions of FEMA1999 as amended from time to time, including realization /repatriation of foreign exchange to/from INDIA.

I/We also hereby agree and undertake to give such information/documents as will 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.

Date:

Place:

(Authorised Signature with seal)

Signature Verified

Branch Head / Head Ops