APPLICATION FOR MERCHANTING TRADE



Branch:		
Date	D D M M Y Y Y Y	

We refer to the below export/import transaction being submitted to you;

Details of Transaction:

Name of the Importer	
Country of Import	
Amount of Import Leg	
Name of the Exporter	
Country of Export	
Amount of Export Leg	
HS Code (8 Digits):	
Commodity Discription:	
Port of Loading:	
Port of Discharge:	
Country of Origin of goods:	
Account No. for crediting Funds	
(In case of Export leg receipt)	
Account no. for processing payment	
(In case of Import leg payment)	
Deatils of overseas supplier Bank	
Name of the Bank	
Beneficiary Bank Account or IBAN Number:	
Correspondent/Intermediary Bank	
(Name and Address):	
Correspondent/Intermediary Bank SWIFT Code:	

You are requested to please process the LC/Import bill/export bill/ at the earliest and debit the charges to our A/C No. ______ with you.

We hereby certify/confirm that;

- a) Goods involved in the transactions are permitted for exports/ imports under prevailing Foreign Trade Policy of India, as on the date of shipment.
- b) Goods involved will not enter into the Domestic Tariff Area and the state of goods has not / will not undergo any transformation. We understand that, in case the state of goods so acquired required transformation, Bank approval will be obtained basis documentary evidence and bonafides of the transaction
- c) The said transaction(s) do not involve foreign exchange outlay for a period exceeding four months.
- d) All rules, regulations and directions applicable to export (except Export Declaration Form) and import (except Bill of Entry) are complied with for the export leg and import leg respectively of the merchanting trade transactions.
- e) Both the legs of the merchanting trade transaction will be routed through RBL Bank only.
- f) The entire merchant trade transaction will be completed within a period of 9 months. The commencement of merchanting or intermediary trade would be the date of shipment / export leg receipt or import leg payment, whichever is first. The completion date would be the date of shipment / export leg receipt or import leg payment, whichever is the last.
- g) In case of multiple Bill of Lading (BL's), the BL with the earliest date of shipment will be taken as the start date of merchanting trade transaction. In the case of part payments the latest date of credit in our Nostro or date of debit to client's account will be taken as end date of merchanting trade transaction.
- h) We have not availed any export and import finance against this merchanting trade transaction from any other Bank.
- i) We hereby declare that we are traders of the underlying goods and not financial intermediaries.
- j) We hold a valid/confirmed order for the export leg and import legs of the transaction. The liability for the import leg of the transaction will be extinguished by the payment received for the export leg of the transaction, without any delay.
- k) We note that in case of our default in completing the entire merchant trade transaction within prescribed timeline as per RBI guidelines as amended from time to time, we understand that RBL Bank will report this default to RBI recommending our name as "caution list trader"

- l) We declare that we are not caution-listed by RBI.
- m) All the underlying documents as requested by the Bank will be provided for the transaction.
- n) I/We hereby agree that in case of attempted cancellation or revocation of transaction after its submission to the bank, RBL Bank is authorized to debit any exchange losses incurred as a result such cancellation/ revocation to my/our current account or CC/OD account, if any. Furthermore, I/ We acknowledge and agree that after the funds are remitted by RBL Bank to its correspondent bank and/or to the beneficiary bank, RBL Bank shall not be held liable for any delays in the credit of such funds into the beneficiary account for any reason whatsoever. We confirm and agree that if the transaction is rejected by the beneficiary bank for any reason, beneficiary bank/ Correspondent Bank may withhold and deduct charges, costs and refund lesser amount than the amount remitted by RBL Bank. Further, RBL Bank shall credit only the equivalent INR after converting the relevant foreign currency received at the spot rate of exchange on the date of credit. I/We further confirm, agree and undertake that any charges, costs levied by correspondent bank/ beneficiary bank to be debited to my/our current account or CC/OD account, if any.
- o) I/We also declare that the transaction does not have linkage with any Specially Designated Nationals and Blocked Persons (SDN)/countries listed under OFAC in any manner. If the transaction involves linkage with any Specially Designated Nationals and Blocked Persons (SDN)/countries listed under OFAC in any manner, I/we undertake not to hold RBL Bank Limited responsible for any of its action or inaction in respect of the OFAC-linked transactions

Declaration-Cum-Undertaking under FEMA 1999

I/We hereby declare that the transactional details which are specifically declared in this request letter does not involve and is not premeditated 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 thereunder. 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 and would report the matter to Reserve Bank of India. I/We further declare that the undersigned has/have the authority to give this declaration and undertaking on behalf of the company.

Thar	nking you.	
Youi	rs faithfully,	
(Sig	nature of the applicant)	
Dire	ctor/Partner/Proprietor/Individual	
Dcouments Attached (Please tick as appropriate)		
	Performa Invoice/Commercial Invoice for Import Leg	
	Performa Invoice/Commercial Invoice for Export Leg	
	Transport Documents	
	Letter of Credit	
	Others	