

**FORMAT OF AUTHENTICATED SWIFT MESSAGE
LETTER OF UNDERTAKING [LOU] MT 799**

Please refer to your quote Ref: _____ dated _____ for the following transaction:

1. LC No :
2. Name and full address of the Importer / End User:
3. Importer is a Public Sector entity [state Yes or No]:
4. Name and full address of the Exporter:
5. Description of Goods Imported:
6. Capital goods [state Yes or No]:
7. Country of Origin of Goods:
8. Shipment from [Port & Country]:
9. Shipment to [Port & Country]:
10. Name of Shipping company / Airline:
11. Charter Party BL [state Yes or No]:
12. Name of the vessel & IMO No. (if by sea):
13. Date of BL / AWB:
14. BL/AWB Number:
15. Amount and currency of Loan:
16. Date of funding:
17. Tenor of Buyers Credit [as per quote]:
18. Interest Rate [as per quote]:
19. Internal Rating (CRA Rating)
20. External rating of the customer:
21. Name of external rating agency:
22. Rating valid till (Date):
23. Industry classification:
24. Activity of the borrower
25. Rollover transaction [state Yes or No]:
26. IRAC status of the borrower:
27. Branch contact person Name, Tel. No and Email.:

Additional Information for State Bank of India branches only:

28. CIF number of customer:
29. PAN number of customer:
30. Residual value of security more than 10 % of buyers credit loan amount: yes/no

2. Please extend a Buyers Credit of _____ (currency and amount) for the above import transaction and remit the amount to _____ quoting our reference No. _____.

3. We,------(Bank) undertake that we have not/ will not obtain any form of financing from any other person or financial institution in respect of this transaction during the currency of loan extended by your Bank.

4. We, _____ (bank) hereby unconditionally and irrevocably agree to pay the principal and interest at applicable LIBOR plus ____ bps, under this Buyers Credit by crediting your designated account on the due date as per your instructions. We hereby undertake to pay you on demand the amount of any losses, costs, or damages you may suffer in our failure to credit your designated account on due date, including but not limited to delayed period interest or overdue interest at 2.00% over and above contracted rate.

5. However, in the event of any withholding tax is required to be deducted by us, the sum payable by us under this facility shall be grossed up so that the amount actually received by you is the amount that you would have received if there had been no such withholding. *(Special clause when LoUs are issued on other bank branches wherever applicable)*

6. We, _____ (bank) certify that all applicable Reserve Bank of India guidelines with regard to the said Buyers Credit transaction have been complied with. We confirm that all necessary KYC guidelines, Anti Money Laundering standards as envisaged by RBI have been complied with on the above importer and kept on our record. The account of the importer is Standard as per IRAC norms.

7. We confirm that the imports are permissible under the current Foreign Trade Policy of the DGFT. We confirm that the value of import documents, correctness of commercial invoice, authenticity of bills and title to goods are verified and retained at our end. We undertake to furnish the copies of the same to you upon a written demand.

8. We, _____ (bank) confirm that necessary approvals and sanctions from competent authority / regulatory authority as required under the applicable laws and FEMA Regulations have been obtained and complied with and we undertake to indemnify you against any claim or loss that you may sustain in undertaking the above transaction at our request.

9. The types of goods Traded/involved are consistent with the business activity of the importer. We also confirm that the goods traded/involved do not contain weapons, military equipment or nuclear materials (arms and related materials of all types including weapons, ammunition, military vehicle, military equipment, paramilitary equipment and spare parts of these items).

10. We confirm that the tenure requested confirms to the operating cycle of the customer and comply with the RBI guidelines in this respect.

11. This Letter of Undertaking shall be governed by and shall be construed in accordance with the Indian Law and all disputes in connection with the obligations arising out of this agreement shall be submitted to the jurisdiction of the Courts in India.
