Annexure - A – Format of BLUT [Form-H]

Form H

Bond-Cum-Legal Undertaking for Special Economic Zone Unit

(See rule 22)

A bond-cum-legal undertaking made this ………… day of …………20…. between M/s. …………………… (legal status i.e. a company or firm), a unit in a Special Economic Zone (SEZ) having its registered office at ………… and factory/service unit at ………… (hereinafter referred to as "the obligors" which expression shall, unless repugnant to the context or meaning thereof, include its heirs, successors, executors, administrators, liquidators, legal representatives and assignees) hereby hold and firmly bind ourselves jointly and severally unto the President of India acting through the Development Commissioner of ………… Special Economic Zone and the Specified Officer (hereinafter jointly referred to as "Government") in the sum of Rs. ………… (Rupees ………… only) for which payment to be well and truly made, we, the obligors, bind ourselves by these presents.

Whereas the Development Commissioner has issued Letter of Approval No. ………… dated ………… to the obligors, containing the terms and conditions for setting up and operating the unit in the Special Economic Zone, including the requirement of achieving positive Net Foreign Exchange Earning as provided under the Special Economic Zones Rules, 2006 and orders made thereunder, hereinafter referred to as the rules, and the obligors have duly accepted the terms and conditions of the said Letter of Approval, vide their letter No. …………………… dated ……………………

And whereas we, the obligors have been authorized the use of the premises, namely, ………… in the ………… Special Economic Zone wherein dutiable goods, imported or procured from Domestic Tariff Area or procured from Export Oriented units or Software Technology Park units or Electronic Hardware Technology Park units or Special Economic Zone units in the same Special Economic Zone or other Special Economic Zone for the purpose of carrying out the authorized operations, hereinafter referred to as the goods availing exemption from payment of duties, taxes or cess or drawback and concessions under sections 7 and 26 of the Special Economic Zones Act, 2005 could be admitted and deposited for a period which is co-terminus with the validity period of Letter of Approval.

And whereas the obligors can clear duty free imported goods from ports or airports or inland container depots or specified land custom stations or customs warehouse or international exhibitions held in India, as the case may be, for admission into the Special Economic Zone.

And whereas the obligors may remove the goods or goods manufactured or services, without payment of duty and dispatch the same by air or sea or rail or road or courier or post for export to foreign countries or supply to other export oriented units or to electronic hardware technology park units or to software technology park units or to units in the same or other Special Economic Zone, without payment of duty.

And whereas the obligors have been permitted to remove the said goods or goods partially manufactured or processed therefrom to any other place in the Domestic Tariff Area without payment of duty for the purpose of sub-contracting or test or repair or calibration or re-engineering or re conditioning or display and to be returned to the unit thereafter as per the provisions of the Special Economic Zones Act, 2005 and rules and orders made thereunder.

And whereas the Specified Officer has permitted provisional assessment of goods brought into the special economic zone or manufactured by the obligors from time to time which could not be finalized for want of full information as regard to value or description or quality or the proof thereof or for the non-completion of the chemical or other tests in respect thereof or otherwise at the request of the obligors.

Now the conditions of the above written bond-cum-legal undertaking are that:

1. We, the obligors shall abide by all the provisions of the Special Economic Zones Act, 2005 and the rules and orders made thereunder in respect of the goods for authorized operations in the Special Economic Zone.
2. We, the obligors shall pay on or before a date specified in a notice of demand, all duties chargeable on the goods not removed on termination of validity here-in-stated-above of the Letter of Approval.
3. We, the obligors shall furnish to the Asstt. Commissioner of Customs or Dy. Commissioner of Customs, as the case may be, at port or airport or inland container depot or land customs station or a warehouse evidence to his satisfaction within a period of forty-five days from the date of dispatch from any warehouse or unit that the said goods have duly arrived in our unit in the Special Economic Zone.
4. We, the obligors shall be wholly and solely responsible for ensuring that there shall be no pilferage during transit of the said goods when dispatched from the place of import or the factory of manufacture or from the warehouse to the unit in the Special Economic Zone and vice versa and we, the obligors, shall pay the duty on pilfered goods, if any.
5. We, the obligors shall maintain accounts of all goods imported or procured from the Domestic Tariff Area or consumed and utilized, in proper form, including those remaining in stock and those sent temporarily out side the Special Economic Zone in the Domestic Tariff Area under our obligation and shall produce such accounts for inspection of the Specified Officer or Authorized Officer.
6. We, the obligors shall intimate the date of commencement of the production/service activities for export within one month of such date to the Development Commissioner.
7. We, the obligors shall, after the commencement of production or service activities, submit to the Development Commissioner and the Specified Officer, Annual Performance Return within a period of [N][one hundred eighty days] following the close of financial year, in the form prescribed under the Special Economic Zones

[N] Substituted vide G.S.R. 1084(E) Dated 21.11.2016, before it was read as, "ninety days"

Rules, 2006, certified by a Chartered Accountant. In case of wrong submission of such information or failure to submit such information within the stipulated time, the permission granted to us for carrying out the authorized operations may be withdrawn and/or the permission for further imports and sales in the Domestic Tariff Area may be stopped.

8. We, the obligors shall achieve positive Net Foreign Exchange Earning and shall fulfil other conditions stipulated in the Letter of Approval and in case of failure to achieve the said positive Net Foreign Exchange Earning, except when the fulfilment of such conditions is prevented or delayed because of any law & order, proclamation or regulation or ordinance of the Government, we shall be liable for penal action under the provisions of the Foreign Trade (Development and Regulation) Act, 1992.

9. We, the obligors shall pay the duties on the goods and services sold in Domestic Tariff Area in terms of Special Economic Zones Act, 2005 and the rules and orders made thereunder.

10. We, the obligors shall refund an amount equal to the benefits of exemptions, drawback, cess and concessions availed on account of the goods and services in terms of provisions of rule 25 of Special Economic Zones Rules, 2006.

11. We, the obligors shall not dispose of goods and services admitted into the Special Economic Zone or goods manufactured or services to the Domestic Tariff Area except as provided under Special Economic Zones Act, 2005 and the rules and orders made thereunder.

12. We, the obligors shall comply with the conditions and limitations stipulated in the rules on temporary removal of goods to the Domestic Tariff Area, without payment of duty, for the purposes of sub-contracting or test or repairs or reconditioning or processing or display.

13. 13. We, the obligors shall not change the name and style under which we, the obligors are doing business or change the location of the manufacturing premises except with the written permission of the Development Commissioner.

14. We, the obligors shall intimate any changes in the Board of Directors/Partners, telephone No., E-mail address, Web-Site, Passport No., Bank Address and Factory address, forthwith, to the Development Commissioner and the Specified Officer.

15. The Government through the Specified Officer or any other authorized officer may recover the sums due from the obligors as provided for in condition 2 above.

Provided that the President of India shall, at his option, be competent to make good all the loss and damages from the amount of the bond or by endorsing his rights under the above written bond or both.

16. Any other order issued by the Central Government in this regard shall be final and binding and we, the obligors hereby undertake to comply unconditionally with such an order.

17. We, the obligors shall be bound by the changes, if any, made in the provisions of the Special Economic Zones Act, 2005 and the rules.

18. Any stamp duties payable on this document or any document executed thereunder shall be borne by us.

If each and every one of the above conditions is duly complied with by us, the obligors, the above written bond-cum-legal undertaking shall be void and of no effect, otherwise the same shall remain in full force and effect and virtue.

It is hereby declared by us, the obligors, and the Government as follows -

1. The above written bond-cum-legal undertaking is given for the performance of an act in which the public are interested.

   In these presents the words imposing singular only shall also include the plural and vice versa where the context so requires:

   In witness whereof these presents have been signed this day ....of .... 20.... hereinbefore written by the obligor(s).

Place Signature of the Obligor

Date Name and Residential address

Witness	(1) Address (1)	Occupation (1)
	(2) Address (2)	Occupation (2)

Accepted for and on behalf of the President of India on ..... day of ... 20....

Signature and date	Signature and date
Name	Name ....
Development Commissioner/	Jt./Dy./Asstt. Commissioner of Customs
Joint/Deputy Development Commissioner	

Annexure - B – Format of APR [Form-I]

[188][Form-I

Annual Performance Report for Units

Period...........

(See rule 22)

PERIOD OF REPORTING: ANNUAL (APRIL-MARCH)

ID of online APR filed: __________

1. a) Name and factory address of the Unit :
   b) LOA No. and Date
   c) Date of commencement of Production
   d) Permane nt email ID :
2. Item of manufacture/ service activity

   Services approved other than default services :
3. EXPORT (INFLOW) (Rs. In Lakhs)
   a) FOB value of exports for the Year (indicate items of exports)
   b) Value of supplies made under Rule 53A ('a' to 'k')
   c) Total value of exports for the year under report (a+b)
   d) Cumulative value of exports for the five year period
   e) Countries of exports
4. IMPORT (OUTFLOW) (Rs. in Lakhs)

A. Raw material and other inputs utilised

   (a) Opening balance of imported raw material, consumables, components, packing material, services etc.,

   (b) CIF value of raw material, consumables, components, packing material, services etc. imported during the year

   (c) Cumulative value of raw materials, consumables, components, packing materials, services etc.

   (d) Value of imported raw material, consumables, components, packing material etc. or finished goods/ services received from other units in SEZs/EOUs/EHTPs/STPs during the year

   (e) Total (c+d)

[1]Substituted vide NOTIFICATION No. G.S.R. 200(E) dated 07-03-2019

(f) Value of imported raw material, consumables, components, packing material etc. or finished goods/services transferred to other units in SEZs/EOUs/EHTP/STP during the year

(g) Closing balance of imported raw material, consumables, components, packing material, services etc.

(h) Value of imported raw material, consumables, components, packing material, services etc. actually consumed during the year { (e)-[f+g] }

Gems and jewellery unit to specify the amount of gold, silver, platinum and other precious commodities in weight (kilograms) as on 31st March of the relevant financial year.

B. Capital goods

(i) Year-wise CIF value of capital goods imports and spares till end of the year under report.

(ii) Value of imported Capitals goods received from other units in SEZ/EOU/EHTP/ STP during the year

(iii) Total (i) + (ii)

(iv) Values of imported Capital goods, and spares transferred to other units in SEZ/ EOU/EHTP/ STP during the year

(v) Total value of imported capital goods and spares during the year (iii) – (iv)

(vi) Proportionate amortized value of imported capital goods taken for NFE calculations as per rule _____ of Special Economic Zones Rules, 2006

5. Other outflow of Foreign Exchange (Royalty, technical knowhow fee, repatriation of Dividend/ Profits, Payment of Sales Commission, Interest on overseas borrowings, etc.) during the year :

6. Total outflow [4.A.(h) + 4.B.(vi) + 5] :

7. Net Foreign Exchange Earning for the year [3.(c)-6] :

8. Net Foreign Exchange Earning position at the end of previous year :

9. Cumulative Net Foreign Exchange Earning for the year period [7 + 8] :

Note: For details of calculation of NFE, please refer to Rule 53 :

10. Value Addition Achievement during the year (applicable for Gem & Jewellery Units):

(For calculation of Value Addition, please refer to Rule 53)

(Please attach a separate Value Addition Calculation sheet, if required, duly certified by Chartered Accountant or Cost Accountant.)

Part-II

1.	DTA SALES	Value	(Rs. in lakhs)
	(a) Sale of finished goods/services	:	
	(b) Sale of rejects	:	
	(c) Sale of by product	:	
	(d) Sale of Waste/Scrap/Remnant	:	
	(e) Total	:	
2.	Capital structure of the enterprise		
	A. i) Authorised capital	:	
	ii) Paid up capital	:	
	B. Overseas investments	FDI	NRI:-
	a) Approved		
	b) Actual Inflow during the year		
	c) Cumulative actual investment for 5 years		
3.	Employment	Male	Female
4.	Investment in the Zone (SINCE INCEPTION)	(Rs. In lakhs)	
	a) Building	____________	
	b) Plant and Machinery	____________	
	(i) Indigenous	____________	
	(ii) Import CIF value	____________	
	(iii) Total (i) + (ii)	____________	
5.	OTHER INFORMATION :		
	(1) External commercial borrowing		
	External commercial borrowing pending at the end of last year		
	(a) Less than three years Amount in $	:	
	(b) More than three years -do-	:	

(2) Cases pending for foreign exchange realization, including those of previous years, if any.

Date of export :

Name of importer :

Address :

Amount :

(SIGNATURE)

with Seal of Company

Note : The information given in the formats for Annual Performance Reports should be authenticated by the authorised signatory of the unit and certified by a Chartered Accountant or Cost Accountant.]

Annexure - C – Indicative List of Documents for Proof of Commencement

S. No.	Business Vertical	Documents showing proof of Commencement	Date of Commencement
1.	Fund Management Entity	1. First Invoice for Management Fees raised to the Fund 2. IFSCA Registration Certificate 3. Registered Lease Deed of FME	Date of first Invoice for Management Fees raised to the Fund
2.	Fund	1. First Contribution Agreement (with proper date) signed with Investor 2. Letter of Acknowledgement issued by IFSCA 3. Registered Lease Deed of Fund	Date of first Contribution Agreement signed with Investor
3.	Broker Dealer	1. Letter from the Exchange showing proof of First Trade executed by the Broker Dealer 2. In case of Global Access – Letter from the foreign Securities broker communicating the Date of First Trade 3. IFSCA Registration Certificate 4. Registered Lease Deed	Date of first Trade
4.	Aircraft Leasing	1. Invoice raised by IFSC unit to Lessee for leasing-out the aircraft 2. IFSCA Registration Certificate 3. Registered Lease Deed	Date of Invoice raised by IFSC unit to Lessee for leasing-out the aircraft
5.	Ship Leasing	1. Invoice raised by IFSC unit to Lessee for leasing-out the ship 2. IFSCA Registration Certificate 3. Registered Lease Deed	Date of Invoice raised by IFSC unit to Lessee for leasing-out the ship

6.	IBU	1. Proof of first transaction – disbursal of loan, account opening, etc. 2. IFSCA Registration Certificate 3. Registered Lease Deed	Date of first transaction
7.	IIO	1. First Invoice raised (or) Policy issued by the unit to their client 2. IFSCA Registration Certificate 3. Registered Lease Deed	Date of first invoice (or) Policy
8.	TechFin, Ancillary (or) BATF Entity	1. First Invoice raised by the unit to their client for services approved by IFSCA 2. IFSCA Registration Certificate 3. Registered Lease Deed	Date of first invoice
9.	FinTech Entity	1. First Invoice raised by the unit to their client 2. IFSCA Letter of Authorization as FinTech Entity 3. Registered Lease Deed	Date of first invoice
10.	Global Administrative Office	1. First Invoice raised by the unit to their parent office 2. IFSCA Registration Certificate 3. Registered Lease Deed	Date of first invoice
11.	University	1. First Invoice raised to student for admission/on receipt of fees 2. IFSCA Registration Certificate 3. Registered Lease Deed	Date of first invoice raised to the student
12.	Factoring and Forfaiting	1. First Disbursement Advice issued by the Unit to their client 2. IFSCA Registration Certificate 3. Registered Lease Deed	Date of first Disbursement Advice
13.	Global/Regional Treasury Centre	1. First Facility Agreement signed with Borrower 2. IFSCA Registration Certificate 3. Registered Lease Deed	Date of first Facility Agreement

14.	Portfolio Management Services	1. First Invoice raised by the unit to their client to provide Portfolio Management Services 2. IFSCA Letter/email approval for provision of Portfolio Management Services 3. Registered Lease Deed of FME	Date of first invoice
15.	ITFS platform	1. First Invoice raised by the unit to their client for using/transacting on ITFS platform 2. IFSCA Registration Certificate 3. Registered Lease Deed	Date of first invoice
16.	Capital Market Intermediaries, other than Broker Dealers	1. First Invoice raised by the unit to their client 2. IFSCA Registration Certificate 3. Registered Lease Deed	Date of first invoice
17.	Payment Services Provider	1. First Invoice raised by the unit to their client 2. IFSCA Registration Certificate 3. Registered Lease Deed	Date of first invoice
18.	IIIO	1. First Invoice raised by the unit to their client 2. IFSCA Registration Certificate 3. Registered Lease Deed	Date of first invoice
19.	KYC Registration Agencies	1. First Invoice raised by the unit to their client 2. IFSCA Registration Certificate 3. Registered Lease Deed	Date of first invoice
20.	Payment System Provider	1. First Invoice raised by the unit to their client 2. IFSCA Registration Certificate 3. Registered Lease Deed	Date of first invoice

Annexure - D – Format of Form-F1

[185][FORM F1

Letter of Approval Renewal Application Form

(See rule 19(6A)(1))

Application for renewal of Letter of Approval for the …………… block of five years under sub-rule (6A) of rule 19

PART I

S No.	Particulars	
1.	Name of Unit and full address in Special Economic Zone	
2.	Full address of Registered Office	
3.	Telephone/Fax Nos:	
4.	Permanent E-Mail address	
5.	Original Letter of Approval No. and Date	
6.	Date of renewal of Letter of Approval, if any	dd/mm/yyyy
7.	Date of commencement of production	dd/mm/yyyy
8.	Date of expiry of Letter of Approval	dd/mm/yyyy
9.	ID and date of application for renewal of LOA filed in SEZonline-ndml.com	
10.	Income Tax Permanent Account Number	
11.	Constitution of the Application Firm (Tick the appropriate entry)	Public Ltd/ Private Ltd/ Partnership/ Proprietorship/ Others

PART II

Activity of Unit		Existing	Proposed for the renewed period
1.Item of Manufacture/service activity (including by product/co-products)			
2.Investment in Capital Goods (in Rs. Lakhs)	Indigenous		
	Import		
3.Investment in Raw Materials (in Rs. Lakhs)	Indigenous		
	Import		
4.Employment	Men		
	Women		

[185] Inserted vide Notification No. G.S.R. 908(E) dated 19-09-2018

FOREX Balance Sheet for the current block (Rs. in Lakhs)

Sl. No.	Items	1st	2nd	3rd	4th	5th	Total
1.	Free on Board value of Exports in first 5 years						
2.	*Foreign Exchange Outgo on for the first five years						
3.	Net Foreign Exchange earnings for the first five years (1-2)						

FOREX Balance Sheet proposed for next block (Rs. in Lakhs)

Sl. No.	Items	1st	2nd	3rd	4th	5th	Total
1.	Free on Board value of Exports in first 5 years						
2.	*Foreign Exchange Outgo on for the first five years						
3.	Net Foreign Exchange earnings for the first five years (1-2)						

*Foreign Exchange outgo shall include Cost, Insurance and Freight value of import of machinery, raw material, components, consumables, spares, packing material and amount of repatriation of dividends and profits, royalty, lump sum knowhow fee, design and drawing fee, payment to foreign technicians, payments on training of Indian technicians abroad, commission on export, interest on external commercial borrowings, interest on deferred payment credit and other payments.

Place:

Date:

Signature of the Applicant

Name in Block Letters

Designation

Telephone No:

Mobile No:

E-mail Address:]

******Notes

Annexure - E – Format of Form-L

[189][FORM L

Form of Legal Undertaking for Exit of The Unit From Special Economic Zone Scheme

(See rule 74(6))

M/s __________ weregranted Letter of Approval/Letter of Permission No. __________ dated __________ for setting up a Special Economic Zone Unit __________ at __________ for the manufacture and export of __________ subject inter-alia to the condition that they would achieve positive Net Foreign Exchange on cumulative basis as per provisions of Special Economic Zone Scheme.

The unit filed a legal undertaking as per rule 22 of Special Economic Zone Rules, 2006 in Form H of Special Economic Zone Scheme on __________ with the President of India through the Development Commissioner, __________ Special Economic Zone for achieving the above mentioned commitments.

As against the above commitments, the unit's actual performance has been as under:-

Year	Import (Rs. In Lakh)	Export (Rs. In Lakh)
	Capital Goods Raw Materials	

The unit applied for exit from the Special Economic Zone Scheme which was subject inter-alia to the condition that penalty imposed by appropriate Authority under the Foreign Trade (Development & Regulations) Act, 1992 (22 of 1992) for non-fulfilment of the conditions of approvals would be paid.

In view of the approval for exit, I/We .... hereby undertake as under:

(i) That I/We __________________________ shall pay whatever penalties are imposed by the Development Commissioner under Foreign Trade (Development & Regulations) Act, 1992 (22 of 1992) for non-fulfilment of the terms and conditions of Letter of Approval/Letter of Permission.

(ii) That I/We __________________________ shall pay tax/duty alongwith interest, if any, if found availed for the unit mentioned above, shall be paid to any statutory agency without any demur or protest within the time frame specified in this regard.

(iii) That I/We __________________________ shall adhere to the mode of payment of

[189] Inserted vide Notification No. G.S.R. 905(E) dated 19.09.2018

penalties, if any, and time frame in which penalties are required to be paid to the Development Commissioner without any demur or protest.

(Full and expanded description

of the unit with full address.)

IN WITNESS WHEROF the unit hereto has duly executed this agreement on

______________ this ________________ day of _________ (Year) signed, sealed and delivered by the unit in the presence of:

1. Name ____________________________

Address ___________________________

2. Name _________________________________

Address _______________________________

____

Accepted by me on behalf of the President of India.

Dy./Jt. Development Commissioner, ______________ Special Economic Zone.]

****

Notes

Annexure - F – Present Progress Format

a) Details of Business plan:

S. No	Type of Cost	Amount (Rs. In Crores)
1	Proposed Investment	
2	Total Investment made so far	

b) Incremental Investment made so far and incremental investment since the last extension:

S. No	Type of Cost	Total investment made so Far (Rs. In Crores)	Incremental investment since the last extension (Rs. In Crores)
1	Incorporation expenses and rent and consultancy fees.		
2	Procurement of furniture and equipments for office setup		
3	Any other investment/expenses		
	Total		

c) Details of statutory and other compliances till date:

S. No	Activity	Date of approval/issuance	Deadline for obtaining approval, if not done already
1	BLUT execution		
2	GST Registration		
3	IEC		
4	RCMC		
5	Lease Deed Execution		
6	Registration on SEZ Online Portal		
7	IBU Bank account		
8	Other compliances, if any		

d) Details of operational progress under IFSCA Regulations till date:

S. No	Activity	Details	Deadline for completion, if not done already
1	Status of IFSCA Registration/ License / Authorization		
2	Appointment of employees as mandated under relevant IFSCA provisions (Designation and date of appointment to be provided)		
3	Employment generated after the last LOA Extension		
4	Other information, if any		

e) Any other progress update:

f) Specific Reasons which caused delay in commencement of operations: