

REPLIES BY INDIA TO QUESTIONS POSED BY JAPAN¹

The following communication, dated 10 September 1998, has been received from the Permanent Mission of India with the request that it be circulated to Members of the Committee.

Question 1: *The Government of Japan has an “advance copy” of the Indian Ministry of Commerce’s Public Notice No. 60, dated 12 December 1997. The advance copy states that the notice was “to be published in the Gazette of India Extraordinary.”*

- (a) *Was Public Notice No. 60 published in the Gazette of India Extraordinary the “Gazette”?*
- (b) *If so, when? If not, when will it be published in the Gazette?*
- (c) *Is the copy of Public Notice No. 60 published in the Gazette identical to the advance copy? If not, please provide a copy of the notice as published in the Gazette and please describe the changes made and the reasons for such changes.*
- (d) *When did Public Notice No. 60 take effect? Where is this effective date specified?*

Public Notice No. 60 was published in the Gazette of India Extraordinary. It has become effective from 12.12.1997. Public Notice No. 60 published in the Gazette is identical to the notification issued.

Question 2: *Legal Basis for Public Notice No. 60:*

- (a) *Does the Export and Import Policy, 1997-2002 provide the legal basis for Public Notice No. 60?*
- (b) *When was the Export and Import Policy, 1997-2002 promulgated? Was it published in the Gazette? If so, when? If not, why not?*
- (c) *Are there any other measures, whether legislative or administrative, that provide any legal basis for Public Notice No. 60? If so, please provide a copy of the papers concerned.*
- (d) *Does the Deputy Director of Foreign Trade have the authority to promulgate Public Notice No. 60? Does the Director of Foreign Trade have*

¹ See document G/TRIMS/W/12.

it? If Public Notice No. 60 was formally approved by any other government officials, please provide a copy of each document evidencing such approval.

Yes, the Export and Import Policy 1997-2002 (the "EXIM Policy") issued under the Foreign Trade (Development & Regulation) Act 1992 provides the legal basis for all Public Notices. The EXIM Policy itself was issued through a notification. All Public Notices are signed by the Director General of Foreign Trade (the "DGFT") and issued under the signatures of the concerned Deputy Director General of Foreign Trade. This practice has been followed in Public Notice No. 60 also. The EXIM Policy and Public Notices are issued by the DGFT under the enabling provisions of the Foreign Trade (Development & Regulation) Act 1992 and are binding and legally enforceable.

Question 3: *Other than Public Notice No. 60 and the Export and Import Policy, 1997-2002, are there any other measures (including laws, decrees, regulations, instructions, and other implementing acts) relevant to entering into a memorandum of understanding (MOU) with automobile manufacturers and/or granting licenses to import CKD/SKD kits/ components? Please provide a copy of the papers concerned.*

No.

Question 4: *Definition of "CKD/SKD kits/components":*

- (a) *What is the scope of the term "CKD/SKD kits/components" as used in Public Notice No. 60?*
- (b) *In particular, please distinguish that term from the term "components". That is, what distinguishes the import of automotive components from the import of "CKD/SKD kits/components"?*
- (c) *Where is the term "CKD/SKD kits/ components" defined in Indian law?*
- (d) *Please compare the term "CKD/SKD kits/components" with the term "components for motor vehicle in CKD/SKD form," which is also used in Public Notice No. 60. Where is this term defined in Indian Law?*

The scope of the term CKD/SKD kits/components is defined in Public Notice No. 60 itself. The terms are very clearly defined in the ITC (HS) Classifications of Export and Import Items.

Question 5: *Please provide a copy of the standard license issued by the Government of India for importation of "components for motor vehicle in CKD/SKD form." If a different license is issued for imports of "components" or CKD/SKD kits/components," please also provide a copy of that.*

The format of issuing licences is enclosed at Annex A. This is the standard format for issuance of import licences. No licence is required for import of components.

Question 6: *The 1995 Parameters:*

- (a) *Were the 1995 Parameters, which are referenced in Public Notice No. 60, published in the Gazette? If so, when? If no, why not?*
- (b) *Please provide a copy of the 1995 Parameters.*

- (c) *Were the 1995 Parameters repealed or do they remain in effect?*
- (d) *Why were the 1995 Parameters changed? What are the “changed circumstances” referenced in Public Notice No. 60?*
- (e) *What procedures were followed for revising the 1995 Parameters? In particular, were the proposed revisions published (or otherwise provided to affected parties) before they took effect, was there opportunity for public comment about the proposed revisions, and if so were any changes made to the proposed revisions as a result of the public comments? If they exist, please provide a copy of the proposed revisions and of each of the public comments submitted.*

No parameters were laid down in the year 1995 and individual MOUs were entered into with the concerned manufacturers on the basis of their own projections in respect of indigenisation and exchange neutralisation. It was with the intention to make the MOU policy transparent and objective that Public Notice No. 60 was brought out with a view to creating a level playing field for all manufacturers who were mostly seen to have disregarded even their own projections reflected in the 1995 MOUs.

Question 7: *Lists of MOUs:*

- (a) *Please provide a list of all the companies that had entered into an MOU with the Government of India pursuant to the 1995 Parameters. For each of such companies, please also indicate the names of the foreign joint venture partners and the current status of the MOUs.*
- (b) *Please provide a list of all the companies that have entered into MOUs with the Government of India pursuant to Public Notice No. 60. For each of such companies, please also indicate the names of the foreign joint venture partners.*

It is not necessary to provide any lists for a proper consideration of the issues involved. The Government of India would like to respect commercial confidentiality.

Question 8: *The Standard Form MOU:*

- (a) *Is any MOU submitted by any company fulfilling the standard format in an appendix to Public Notice No. 60 automatically signed by the Government of India?*
- (b) *If not, what other standards apply? Where are those standards specified in Indian law? Is an MOU submitted by a company checked, cleared, or approved before signature by the authority?*
- (c) *Who is the authority responsible for deciding whether to sign an MOU? How much, if any, discretion does that official have in making such decisions? Which Indian law specifies the authority and the level of discretion?*
- (d) *Are there any MOUs concluded to date pursuant to Public Notice No. 60 that differed from the standard format in any respect?*

- (e) *If so, please describe the variations established to date. Have these variations been publicized? Will future draft MOUs that conform with these variations be signed automatically or treated as if they fully conformed with the standard format? If not, please explain under what circumstances those variations will be accepted again?*
- (f) *If the Indian Government has not entered into any MOU not in the standard format, is it allowed under Indian law to submit a draft MOU not in the standard format? If so, please explain who has the authority to accept or reject a draft MOU not in the standard format, what standards apply to such decisions, how much discretion the deciding authority has, whether accepted variations will be publicized, and whether these variations once accepted will automatically be accepted for subsequent applicants?*

The MOU submitted by any company fulfilling the standard format in the appendix to Public Notice No. 60 is almost automatically signed by the DGFT. There are no other standards applied. As the Public Notice itself is so transparent, there is no discretion at any level. The MOUs signed so far are in tune with the Public Notice No. 60.

Question 9: Pending Applications :

- (a) *Are there any companies that have submitted an MOU to the Government of India for its signature pursuant to Public Notice No. 60, but for which the Government has not yet signed or rejected the signature? If so, please list all such companies, the names of the foreign joint venture partners, and the date on which it submitted the MOU for the Government's signature.*
- (b) *Are MOUs submitted to the Government of India for its signature examined strictly in the order in which they are submitted? If not, please explain what other factors influence the order of examination.*
- (c) *Are there any cases in which companies submitted MOUs to the Government of India for its signature under the 1995 Parameters, for which no action has been taken by the Government since Public Notice No. 60 took effect? If so, please list all the companies concerned and the names of the foreign joint venture partners and please explain the current status of such submissions.*

9bis: *What is meant by the term "all existing entrants" in Public Notice No. 60? Does it include both the companies which entered into MOUs with the Government of India pursuant to the 1995 Parameters and those, if any, which submitted MOUs to the Government of India for its signature, but for which no action has been taken by the Government since Public Notice No. 60 took effect?*

No MOUs are pending signatures and none have been rejected. The only factor influencing the signing of the MOU is whether the MOU draft submitted by the concerned company is in consonance with Public Notice No. 60. The expression 'existing entrants' as used in the Public Notice No. 60 includes those companies that signed MOUs with the Government of India as per the 1995 Parameters.

Question 10: *Are there any cases in which companies submitted MOUs to the Government of India for its approval (under either the 1995 Parameters or Public Notice No. 60)*

but signature was rejected? If so, please list all those companies, the names of the foreign joint venture partners, and the reasons for the rejection.

There is no such case.

Question 11: *Impacts on Companies with Pre-Existing MOUs:*

- (a) *Are there any companies which entered into MOUs with the Government of India under the 1995 Parameters but have not yet entered into revised MOUs under Public Notice No. 60?*
- (b) *If so, what, if anything, has happened to such companies? Where are those consequences specified in Indian law?*
- (c) *If not, how long have such companies been given to take to enter into revised MOUs? Where is that period of time specified in Indian law? What will happen to the companies which do not enter into the revised MOUs within the specified period of time? Where are those consequences specified?*

No time limit has been prescribed for signing the MOUs and moreover there are no consequences. The Public Notice prescribes a facility for companies and stipulates that an MOU is a pre-requisite for issuing import licences for CKD/SKD kits. Companies shall not be granted import licence for CKD/SKD kits until a revised MOU is signed with the Government of India.

Question 12: *Were companies that entered into MOUs under the 1995 Parameters provided any compensation due to the Government of India's unilateral decision to change the terms of the understanding? If so, how was the amount of compensation determined? If not, why not?*

There is no question of compensation involved as a consequence of the change in the Policy. The previous MOUs were renewable every two years on the basis of performance as per the MOU parameters. The new MOU policy was necessitated because the companies failed to achieve those parameters and the MOUs could not, therefore, be renewed. The new MOU policy has enabled them to continue these operations by undertaking fresh commitments.

Question 13: *Have the companies been assured that the Government of India will not unilaterally require any further changes to the terms of the MOUs? If so, please explain the assurance.*

No change in the terms of the MOUs may be required as long as the companies perform as per the terms of the MOUs.

Question 14: *What is the legal status under Indian law of MOUs made pursuant to Public Notice No. 60? Where is this status specified in Indian law? Is the status the same as that of MOUs made under the 1995 Parameters? If not, what is the difference between them?*

Public Notices are issued under the authority derived from the Foreign Trade (Development & Regulation) Act, 1992.

Question 15: *Are imports of automotive components, other than components in “ckd/skd form,” restricted by the Export-Import Policy? If so, please explain how they are restricted, where those restrictions are specified, if they are authorised by Indian law, and what conditions must be satisfied to import such components?*

The import of automotive components is not restricted by the EXIM Policy. Only those in CKD/SKD form are restricted.

Question 16: *Does the Export-Import Policy restrict imports of “CKD/SKD kits/components” by Indian companies other than joint venture companies? If so, what conditions must be satisfied by such companies to obtain import licences, where are those conditions specified if they are authorised by Indian law? If there is any difference between conditions applicable to joint venture companies and other Indian companies, please explain it.*

The requirements are applicable uniformly to both Indian companies as well as to joint venture companies.

Question 17: *Public Notice No. 60 contrasts the term “manufacture of cars” with the term “mere assembly of imported kits/components.” What is meant by these two terms? In particular, please explain the difference between these two terms. Where are these terms defined in Indian law?*

The “manufacture of cars” means substantial manufacturing activity by a company in the country itself. This is different from mere assembly of imported goods. These are internationally well understood terms.

Question 18: *Required Minimum Foreign Equity:*

- (a) *What is the purpose of requiring foreign joint venture partners to contribute a minimum of US\$ 50,000,000 in equity?*
- (b) *What impact does this requirement have on India’s international trade?*
- (c) *Why is this requirement limited to joint venture companies with majority foreign ownership?*
- (d) *Why is this requirement limited to new joint venture companies?*
- (e) *How does this requirement apply to a case where a joint venture company does not have majority foreign ownership at the time it enters into the MOU with the Indian Government but the foreign partner subsequently obtains majority ownership? Does it matter how long it takes for the joint venture company entering into the MOU to obtain the majority ownership?*
- (f) *How does this requirement apply to a case where a joint venture company has majority foreign ownership at the time it enters into the MOU with the Indian Government but the foreign partner subsequently loses majority ownership? Does it matter how long it takes for the joint venture company entering into the MOU to lose majority ownership?*

The purpose of the MOU is to encourage manufacture of cars as against mere import and re-assembly of CKD/SKD kits that are restricted for imports due to balance of

payments reasons. The minimum equity stipulation provides comfort that the foreign companies have a reasonable financial commitment for continuing manufacturing activity in the country. This condition has been imposed on new joint venture companies because the existing companies have already invested more than their minimum stipulation.

Question 19: Definition of “Indigenisation”:

- (a) *What is meant by the term “indigenisation” in Public Notice No. 60? Is the term defined in Indian law? If so, please also explain it.*
- (b) *What standards are used to determine whether an automotive component is an “indigenous” component for purposes of the “indigenisation” requirement of Public Notice No. 60? In particular, is that standard related to a percentage of value added, sub-components, or materials? If so, please provide specific figures. Are these standards specified in Indian law?*
- (c) *Who determines whether an automotive component is an “indigenous” component for these purposes? Where is that authority specified in Indian law?*
- (d) *When is it determined whether an automotive component is an “indigenous” component for these purposes? Where is that timing specified in Indian law?*
- (e) *For purposes of determining the compliance of a joint venture company with the minimum percentage of “indigenisation”, what is the denominator in the equation? What is the basis for measuring the total number of components to be divided into the number of “indigenous” components to determine the percentage of “indigenisation”? Is the denominator based on the total number of components alone or is it value-weighted? If value-weighted, what method of valuation is used? Where is this methodology specified in Indian law?*
- (f) *Over what period of time is the “indigenisation” level measured? A calendar year, a fiscal year, a quarter, or a month? The production at the end of the year? Where is this period specified in Indian law?*
- (g) *Is a joint venture company entitled to regard components purchased in India as “indigenous” regardless of whether or not the vendor of the components imported them? If not, please explain what obligations the purchaser has, to obtain information and documentation from the vendor. Where is the authority for those obligations in Indian law?*

Indigenisation is a commonly understood term. The manufacturing companies, who are in business, clearly understand the term indigenisation.

Question 20: Compliance with the “Indigenisation” requirement:

- (a) *Who determines whether a joint venture company has met the “indigenisation” requirement in the third and fifth years? Where is the authority specified in Indian law?*

- (b) *What is meant by the terms “in the third year” and “in the fifth year”? By what dates does a joint venture company have to meet the minimum “indigenisation” requirements?*
- (c) *What happens if a company fails to meet the minimum “indigenisation” requirements? How about in the case of the third year and the fifth year? Does it matter how much the joint venture company falls short of the minimum requirement? How much discretion does the Indian Government have in making these decisions? Where are these consequences specified in Indian law?*
- (d) *What happens if a joint venture company fails to meet the 50% requirement in the third year, but meets it in the fourth or fifth year? What if it still fails to meet the 50% requirement in the fifth year? What happens if a company fails to meet the 70% requirement in the fifth year, but meets it in a subsequent year?*
- (e) *What is meant by the phrase “no need for further import licences”? Does this mean that a joint venture company that has reached the 70% “indigenisation” level may import as many components or “CKD/SKD kits/components” as it needs thereafter?*
- (f) *What happens after a company meets the 70% “indigenisation” level? Does it have any further obligations to report to the Indian Government or submit to Government review of its “indigenisation” level? If so, what happens if it is found that the company has subsequently fallen below the 70% level?*
- (g) *If a company reports to the Indian Government that it has met the 70% requirement, does it immediately “go outside the ambit of the MOU automatically”? Can it submit such a report at any time or only in the annual report? Or, must the Government determine that a company has met the 70% requirement before it goes “outside the ambit of the MOU”? If the latter, where is the requirement of government determination specified in Indian law?*
- (h) *What is meant by the phrase “go outside the ambit of the MOU automatically”? Does this mean that all obligations under the MOU terminate immediately, except for the previously incurred export obligation? Specifically, do the reporting and review requirements terminate? If a joint venture company meets the 70% “indigenisation” requirement before the foreign partner contributes \$ 50,000,000, must the equity contribution still be made?*

Under the Public Notice No. 60, issued under specific authority of law, DGFT has been authorised to determine whether requisite indigenisation has taken place or not. Each of the three obligations under the MOU continues until it is met with fully. Once all the obligations are met, the company goes out of the MOU completely.

Question 21: *Why do the new “indigenisation” requirements apply to companies that had already entered into the MOU under the 1995 Parameters.*

Please refer to the reply to Question 12.

Question 22: *What is meant by the phrase “the party shall aggressively pursue and achieve as soon as possible the development of the local supply base and increase local content” in the standard format MOUs? Does this create any obligation on joint venture companies to do anything other than complying with the minimum “indigenisation” levels specified in Public Notice No. 60? Where is the authority for this phrase under Indian law?*

Notification in this regard is very clear. It does not impose any obligation beyond 70% of indigenisation.

Question 23: *Scope of the Export Obligation:*

- (a) *What is meant by the phrase “achieve a broad neutralisation of foreign exchange”? Does it require anything other than “balancing” the actual CIF value of imports of CKD/SKD kits/components and the FOB value of exports of cars and auto components”?*
- (b) *Is there an obligation to “balance” imports of “components” other than “CKD/SKD kits/components”? If so, where is the authority for that obligation under Indian law?*
- (c) *Is there an obligation to “balance” purchases in India of imported “components” or “CKD/SKD kits/ components”? If so, where is the authority for that obligation under Indian law?*
- (d) *If the answer to the first question in Part C is “yes,” is there an obligation to enquire whether components purchased in India are “indigenous” to India and, if they are not, to document their “actual CIF value”? If so, where is the authority for that obligation under Indian law? Is a joint venture company entitled to rely in good faith on representations made by vendors of components?*
- (e) *Must the value of imports made in the first two years be “balanced” or only imports made beginning in the third year?*
- (f) *What is meant by the phrase “the EPCG related export obligation” in Public Notice No. 60? Please provide copies of the government measures (including laws, decrees, regulations, instructions, and other implementing acts) relevant to “the EPCG related export obligation.”*
- (g) *What is meant by the phrase “the export obligation would be met by export of cars as well as auto components” in Public Notice No. 60? Is there any obligation to export both cars and auto components or will export of sufficient quantities of either one satisfy the export requirement?*

“Broad neutralisation of foreign exchange” actually means balancing of the CIF value of imports and FOB value of exports of cars and auto components. It includes the purchases in India of the imported components or CKD/SKD kits. The value of imports made in the first two years also will need to be balanced. The EPCG Scheme entitles a company to import capital goods free of duty in lieu of which it is supposed to discharge additional export obligation and hence this obligation under EPCG Scheme would be in addition to the obligations imposed under the MOU.

Question 24: Compliance with the Export Obligation:

- (a) *What is meant by the phrase “the value of imports of CKD/SKD may be regulated with reference to the export obligation fulfilled in the previous years” as used in Public Notice No. 60? In particular, what is meant by the phrase “with reference to”?*
- (b) *Does this phrase require that the value of imports is automatically limited to the value of the previous year’s exports? Or do the word “may” and the phrase “with reference to” mean that the Government has discretion in determining whether to limit imports? If so, does the Government have discretion in setting the amount of the limitation?*
- (c) *If the Government has such discretion, who has the authority to exercise it and what standards apply? In particular, does the percentage of “indigenisation” influence the limitation on imports? Where are the authority and standards specified in Indian law?*
- (d) *What happens if a company has met the 70% “indigenisation” level, but has not started exporting yet? Will its imports be limited? If so, where is the authority to limit such imports specified in Indian law?*
- (e) *Other than the import limitation starting in the fourth year, are there any other consequences for failing to start exporting in the third year? In particular, are there any other consequences that might be imposed during the third year? If so, where is the authority for those consequences specified in Indian law?*

CKD/SKD kits imports would be allowed with reference to the extent of export obligation fulfilled in the previous year. The Government of India expects that the companies signing the MOU will be implementing it in good faith. There is hardly any discretion involved in determining the extent of import of CKD/SKD kits except by way of considering any genuine problems the company may have faced in achieving the export levels. If the company has met the 70% indigenisation level and has not even started exports, its imports could be limited under the provisions of the notification.

Question 25: Why do the new export requirements apply to companies that had already entered into MOUs under the 1995 Parameters?

Please refer to the reply to Question 12.

Question 26: Does the Government of India inform each of the joint venture companies of the results of the Joint Annual Review? Is the company given the opportunity to comment on the results? May the results be changed in light of the comments received? What steps are taken to ensure the confidentiality of sensitive information obtained as a result of the MOUs, annual reports, or Joint Annual Reviews?

The Government of India, through the DGFT would inform the joint venture company the result of the annual review and the company would certainly be given an

opportunity to comment on the results. In fact, the review itself would be with full participation of the company.

Question 27: *What is meant by the phrase “under foreign collaboration” in Public Notice No. 60? In particular, how is this collaboration distinguished from a joint venture?*

Foreign collaboration could mean any form of collaboration, it could be for technology, with or without any financial commitment by way of equity participation. However, joint venture implies equity participation by a foreign collaborator.

Question 28: *What are the policy purposes of Public Notice No. 60? Please explain it in general and also with respect to the changes from the 1995 Parameters. Did the Government of India consider whether any other measures would further those policy purposes? If so, please explain what other measures were considered and why this measure was adopted?*

As has been explained, there were no uniform parameters in 1995 and the MOUs were signed on the basis of projections furnished by the companies themselves. There was a wide variation in these projections and a need was, therefore, felt to lay down uniform parameters with a view to creating a level playing field for free competition. Besides, the companies did not perform even as per their own projections. Consequentially, the MOUs could not be renewed and the licences could not be issued for import of CKD/SKD kits. The new MOU policy, therefore, had to be promulgated in order to ensure continued operations of these companies through CKD/SKD imports. The main purpose of the MOU policy is the management of balance of payments even while following an open door policy towards foreign investment which should not lead to a net outflow of foreign exchange. Companies that create full manufacturing facilities are not required to sign the MOUs. Only companies that are dependent on import of CKD/SKD kits are required to undertake uniform obligations under this MOU. The objective being limited and transparent no need has been felt to consider other alternatives.

ANNEX A

APPENDIX-8

APPLICATION FORM FOR IMPORT OF ITEMS COVERED BY THE NEGATIVE LIST

- Note:
1. Please see Chapter-5 of this Handbook.
 2. Please read the general instructions given at Appendix 1 before filling this application.
 3. In addition to 15 copies of this application form, please also submit Appendix-1A (in duplicate) along with this application.
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OFFICIAL USE

File Number: Date:

1. Name and address of the Applicant/firm/institution :
2. IEC Number :
3. Address of factory/unit for which the application is made :
4. Capital investment on fixed assets
 - A. Land RS.....
 - B. Building RS.....
 - C. Machinery/equipment RS.....
- (1) Amount of application fee paid : RS.....
- (2) No. & Date of Bank Receipt/Bank Draft : RS.....
- (3) Name of the Bank with address :

ANNEXURE-1 TO APPENDIX-8

(Form for import of items covered by Negative List)

1. Name of the applicant and address :
2. Type of unit : SSI / Other than SSI / Service
Sector / Self Use
3. Registration No. / Date and name of authority issuing :
4. End-product(s) to be manufactured with licensed capacity :
5. Details of items applied for import :

S. No.	Description	Quantity	CIF Value	Country of Origin

6. Total CIF value applied for : (In Rupees) RS.
(In foreign currency)
7. Past production (Qty) during the previous year :
8. Exports done during the previous year :
9. Justification for import :

ANNEXURE-2 TO APPENDIX-8

(Form for import of items as gift under Customs Clearance Permit)

1. Name of the applicant and address :
2. Type of unit : SSI / Other than SSI / Self Use
3. Name of donor and relationship :
4. Whether Donor's letter furnished :
5. Status of the Donor :
5. Details of items applied for import :

S. No.	Description	Quantity	CIF Value	Country of Origin

7. Total CIF value applied for : (In Rupees) RS.
(In foreign currency)
8. Details of CCPs obtained and details :
of any other applications filed during
the current year
9. Justification for import :

ANNEXURE-3 TO APPENDIX-8

(Form for import of Horses for breeding purposes by recognised Stud Farms / individual breeders)

1. Name of the applicant stud farm :
2. (a) Whether registered with the
Ministry of Agriculture / RWITC :
- (b) Whether photocopy of the above
Registration Certificate furnished :
3. Description of animals (existing) :

S. No.	Description of animals	Stud farm's Property		Belonging to others	
		Imported	Indian breed	Imported	Indian breed
1.	Stallions				
2.	Broodmares				
3.	Yearlings				
4.	Foals				
5.	Colts				
6.	Fillies				
Total					

4. Description of animals applied for import :

S. No.	Description of animals	Quantity	CIF Value	Country of Origin

5. Total area and address of the stud farm :
6. No. of horses imported/produced annually
during the last three financial years :
7. Estimated production in the current financial
year :
8. Justification for import :

ANNEXURE-4 TO APPENDIX-8

(Form for import of aircraft / helicopters)

1. Name and address of the applicant :
2. Details of items applied for import :

S. No.	Description	ITC (HS) Code	Quantity	CIF Value	County of Origin

Total CIF Value :

In Rs.

In foreign currency

3. Year of manufacture
4. Whether new/second hand
5. Seating capacity
6. Country of origin
7. Residual life
8. No. of flying hours already completed
9. No. of aircraft(s) already imported/in possession with the applicant
10. Whether the applicant falls under the private category or passenger category
11. Whether requires CCP Licence
12. No. and date of recommendation letter of DGCA (enclose a copy thereof)
13. Justification for import

ANNEXURE-5 TO APPENDIX-8

(Form for import of stock and sale items)

1. Name of the applicant and address :
2. Type of unit :
3. Particulars of goods to be imported :

S. No.	Description	ITC (HS) Code	Quantity	CIF Value	County of Origin

DECLARATION / UNDERTAKING

1. I/We hereby declare that the particulars and the statements made in this application are true and correct to the best of my/our knowledge and belief and nothing has been concealed or held therefrom.
2. I/We fully understand that any information furnished in the application if proved incorrect or false will render me/us liable for any penal action or other consequences as may be prescribed in law or otherwise warranted.
3. I/We undertake to abide by the provisions of the Foreign Trade (Development and Regulation) Act, 1992, the Rules and Orders framed thereunder, the Export and Import Policy and the Handbook of Procedures.
4. I/we hereby declare that the goods imported will be utilised for the purpose for which they are imported and shall not be sold or permitted to be sold by any other party unless otherwise permitted as per the condition of the licence.
5. I hereby certify that I am authorised to verify and sign this declaration as per Paragraph 3.8 of the Policy.

Signature of the Applicant:

Name:

Designation:

Official Address:

Place:

Tele. No.:

Date:

Residential Address:

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Documents to be enclosed with the application form:

1. Bank Receipt (in duplicate) / Demand Draft evidencing payment of application fee in terms of Appendix-34.
2. Self certified copy of Proforma Invoice from foreign supplier showing CIF value etc. of the goods.
3. Self certified copy of Registration Certificate issued by concerned authority.
4. Copy of recommendation of recommending authority, if any.

5. Donor's letter in original in case of import of gift.
 6. For import of ammunition, please also furnish:
 - (a) Fire Arm Dealers Licence No., date and validity.
 - (b) Issuing authority of Fire Arms Dealers licence.
 - (c) Past three years sales turn over of ammunition (indigenous and imported). Attach certificate from Chartered Accountant/Cost and Work Accountant/Company Secretary as per Paragraph 5.12 of the Procedures.
-