I hereby request you to open an exclusive account for routing all transactions made under Portfolio Investment Scheme (PIS)


## Declarations:

1. I/We solemnly declare that all the details and information given by me/us is true and correct
2. I/ We shall ensure that my/ our total holding of equity/ preference shares/ convertible debentures (including the equity/ preference shares/convertible debentures already held, if any, in a company) ("Securities") in any single company that may be allowed to be purchased through stock exchange/s with/ without repatriation benefits shall, at no time, exceed specified percent of the paid up-capital/ paid-up preference capital/ paid-up value of each series of convertible debentures of respective companies (as per RBI Guidelines, the present limit is 5\%), FEMA and/ or other application regulations.
3. I/We agree not to deal with Securities of company(ies) which is/ are engaged or proposes to engage in the business of Chit Fund, Nidhi company, agriculture or plantation activities, real estate business (does not include development of townships, construction of residential/ commercial premises, roads or bridges, educational institutions, recreational facilities, city and regional level infrastructure, townships), construction of farm houses, manufacturing of cigars, cheroots, cigarillos and cigarettes, of tobacco or of tobacco substitutes and trading in Transferable Development Rights (TDRs) and any company which is restricted as per applicable laws.
4. I/We agree not to engage in short-selling and speculative market. I/We shall take delivery of Securities purchased and make delivery of Securities sold;
5. I/We am/ are fully aware that Securities purchased by me/ us under the PIS, can not be sold, gifted, transferred, pledged other than the PIS route, without the prior Reserve Bank of India (RBI)Approval;
6. I/We undertake to inform RBL Bank of all the transactions executed by me/us under PIS on the same day on which transaction has been executed in the prescribed format by RBLBank (Contract Note) along with covering letter.
7. I/We agree that in case of any mismatch in the disclosure of the number of Securities that are purchased or sold, RBLBank may at it's sole discretion debit my PIS account to the extent of the balance Securities standing to my/ our credit. I/We further declare that, RBLBank shall not be liable for any losses that I/ we may suffer on account of RBL Bank rejecting any transaction on account of such mismatch. We further agree that an event of mismatch gives RBL Bank a right to suspend or cancel my/ our account without any notice. A mismatch is said to have occurred when a transaction indicates quantity of Securities in excess of the quantity held in my/ our PIS account.
8. I/We undertake to keep my/ our corresponding PIS Bank account sufficiently funded for enabling RBLBank to deduct appropriate Fees and charges.
9. I/ We agree that the service charges and account maintenance charges are revisable by RBL Bank and the Bank shall debit my/ our bank accounts for payment of my/ our Security purchase consideration along with bank charges, if any, and/ or any other expenses in relationto maintain the PIS account.
10. I/We understand and agree that all purchases made by me/ us through my NRO account shall be deemed to have been made on Non-Repatriation basis. All purchases through my NRE account shall be deemed to be made on Repatriation basis, unless otherwise specified.
11. I/We agree and undertake that I/ we will not at any time seek repatriation of the capital invested or of the income earned thereon in respect of purchases of Securities made on non-repatriation basis. This undertaking will also be binding on our respective heirs, executors, successors and assigns and they will not be entitled to seek repatriation of any capital so invested by me or any income earned thereon;
12. I/ We shall strictly comply with all applicable laws, FEMA and RBI Guidelines including all other relevant obligation upon me/ our with regard to my investment under PIS route and operation of the designated account in connection therewith.
13. I/We shall immediately intimate the Bank about my/ our return to India for permanent residence.
14. I/We hereby state that this account is solely for the purpose of my/ our investments in the secondary markets and that no othertransactions of any other nature will be routed through these accounts. I/ We have to maintain a separate Savings PIS a/c's (NRE/ NRO) for purpose of investments in secondary markets on repatriation and non repatriation basis respectively apart from maintaining the Savings NRE/ NRO accounts.
15. I/ We shall inform the Bank the nature of all Securities (Rights/ Bonus/ IPO's etc.) purchased and sold. The Bank have right to report to the RBI only those shares acquired under PIS through secondary markets, from NRE PIS account.
16. I/We agree to adhere to the RBI guidelines restrictions on purchase of Securities. I/We understand that if by oversight, I/ we purchased Securities banned by RBI for purchase by NRI's. I/ we shall arrange to sell the same immediately and losses, if any on account of such transactions will be borne by me/ us.
17. I/We shall indemnify and hold harmless RBLBank and/ or its representatives against any or all losses, costs, claims which RBLBank might incur/suffer as a result of my/ our operations under such designated accounts. I/We further hold RBL Bank and/ or its representatives harmless and defend the Bank and/ or its representatives from any and all costs, expenses and charges arising from or by reason of any claims by third party with regard to such transactions. I further agree that RBL Bank shall not be liable for any loss whether actual or perceived, caused directly or indirectly by equipment failure, communication line failure, system failure, internet failure, securities failure on the internet, unauthorized access or any other problem technological or otherwise, that might prevent me from entering or the Bank from executing an order of sale or purchase under PIS scheme, or for any other conditions which are beyond Bank's control.
18. In case of any shortfall of funds in NRE/NRO PIS account, I/we hereby expressly authorise RBL Bank to debit my/our linked NRE/NRO Savings account and execute the trade.

I/ We declare that I/ we have no existing PIS designated Account with any other Authorised Dealer Banker. I/ We have cancelled all the earlier PIS designated accounts:
(a) The details of all my existing holdings supported with Statement of Holding $(\mathrm{SOH})$ in original duly attested by my earlier Authorised Dealer-Banker;
(b) No Objection Certificate from my earlierAuthorized Dealer Bankerto appoint RBLBank as new Authorised Dealer Banker..

I/we hereby agree that RBL Bank shall deduct INR $\qquad$ as Annual Maintenance Fees and transaction charges of INR for a daily purchase and sale from NRE and NRO account respectively.

## Details of Existing Holding

Holding shares/convertible debentures in Indian companies without PIS approval with Yes No benefits of repatriation. If yes, provide the details of such shares in the attached form. Refer Annexure A

Details of the Previous Authorized Dealer and PIS Scheme


## PIS Designation Cancellation Date with Previous Authorized Dealers

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D|D|M|M|Y|Y|Y|Y
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Original No Objection Certificate (NOC) and Statement of Holding from previous authorized dealer needs to be attached alongwith the PIS Application form. Statement of Holding needs to be provided in the attached herewith format. Refer Annexure B

## Conditions:

1. Payments for Securities/ receipts from the broker on account of sale of Securities will be made against the amounts specified on the bills and no adjustment of purchases against sale transactions will be done even if various sale and purchase transactions are done during the same period. It is understood that no NET Credit / Debit for the day transactions shall be permitted. All individual transactions in the accounts shall be reflected at their full value.
2. For the purposes of this application various legal terms or their abbreviations viz. "NRI," "PIO", "repatriable," "Non-repatriable," "Authorized Dealer," "Portfolio Investment Scheme", "NRE", "NRO", "FCNR" etc. have been used. These terms \& abbreviations have their corresponding meaning or definitions in Foreign Exchange Management Act, 1999 and various notification passed under it (collectively, "FEMA") and other relevant laws and regulations of India amended from time to time. Before submitting this application, applicant should fully inform and make himself/herself aware of all these laws and regulations issued by Government of India / Reserve Bank of India (RBI) and other Indian regulatory Authorities viz. Securities Exchange Board of India (SEBI) etc. that are applicable to their transactions in Indian securities under PIS.
3. RBL Bank shall not be responsible for any default/ breach of any laws or regulations by the account holder in respect of his/her operations under PIS and RBL Bank shall always be fully authorized to take necessary actions, that it is authorized in the capacity of an Authorized Dealer-Banker under FEMA/ applicable laws.
4. For non-repatriable investments, funds for investment shall be provided out of fresh remittances received from abroad through normal banking channel and/or out of funds held in your NRE/FCNR/NRO accounts, and for repatriable investments, funds for investment shall be provided out of fresh remittances received from abroad through normal banking channel and/or out offunds held in your NRE/FCNR accounts.
5. RBL Bank will not undertake monitoring and follow-up of corporate actions like IPO, rights, Bonus and Buyback associated with any holdings of the account holder.
6. This facility shall be subject to the guidelines, rules and regulations of Reserve Bank of India and other applicable laws. RBLBank shall have full authority to cancel or suspend the account or terminate the present arrangement in the event of my non-observance of applicable laws, rules \& regulation or breach of any of the terms and conditions of this facility.
7. I agree to the exclusive jurisdiction of Laws of India and courts at Mumbai for resolving any dispute that arises out of the present arrangement.
8. I authorize RBL Bank to deduct tax on my behalf as per the provisions the Foreign Exchange Management (Transfer or Issue of Security by a Person Resident outside India) Regulations, 2000 and Central Board of Direct Taxes (CBDT) as well as any other guideline applicable for such deduction.
9. I declare that the I am holding the shares as a capital asset and not as stock in trade.
10. I fully understand that RBLBank shall only undertake a tentative payment of taxes and the final liability for such payment rests with me.

I/We hereby confirm that, I/ we have read/ understood and agreed abide by the terms and conditions.


1st Applicant Signature
2nd Applicant Signature
3rd Applicant Signature

Place: $\qquad$

## Bank Use Section:

Name of the Broker:
Charge Code (as per PIS charge structure uploaded on intranet):

| Sr No | Checklist for Branch | Yes | No | NA |
| :---: | :---: | :---: | :---: | :---: |
| 1. | Is the form duly filled and signed by all account holders. | $\square$ | $\square$ |  |
| 2. | Whether Bank account to be debited is funded for the recovery of the Annual Maintenance Charges (AMC) | - | $\square$ | $\square$ |
| 3. | In case of transfer of PIS designation from another AD, whether Original NOC \& SOH from another AD attached with the application form |  | $\square$ | $\pm$ |
| 4. | Annexure $A$ is provided when the customer has undertaken transactions without informing the Authorized dealer earlier | - | $\square$ | - |
| 5. | Power of Attorney provided | $\square$ | $\square$ | $\square$ |


| Name of Bank Official (Checked by) ___ |  |
| :--- | :--- |
| Emp ID |  |
| Signature of Bank Official |  |
|  |  |

## ANNEXURE A

CA certification with Statement of Holding annexed
<letter head of CA firm>
[Place], [Date]

To,
The Manager,
RBLBank Limited

Subject: Confirmation of Statement of Holding of Mr./ Ms. $\qquad$ (Customer)

This is to certify that Statement of Holding from previous authorised dealer, as attached herewith is true and correct. We confirm that source of funds with respect to repatriability, cost of acquisition and date of acquisition of all the transaction mentioned in the Statement of Holding have been checked by me/ us.
(Chartered Accountant seal and membership no.)

Signature $\qquad$
(Name) $\qquad$
A. Repatriable Shares Holding (Shares acquired through inward remittances or NRE/FCNR accounts) :

| Date of Acquisition | Broker Name | Bank Name | SB <br> Account <br> No from which payment has been made for transaction | Demat Account No | Scrip name | Quantity | Rate | Cost Including Brokerage and other charges | Primary <br> Market or <br> Secondary <br> Market | Type of security in case if <br> Primary <br> Market Eg. <br> Bonus, <br> IPO etc |
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## STATEMENT OF HOLDING

B. Non Repatriable Shares Holding (Shares acquired through inward remittances NRE/FCNR or NRO accounts) :

| Date of Acquisition | Broker Name | Bank Name | SB <br> Account <br> No from which payment has been made for transaction | Demat <br> Account <br> No | Scrip name | Quantity | Rate | Cost Including Brokerage and other charges | Primary <br> Market or <br> Secondary <br> Market | Type of security in case if <br> Primary <br> Market Eg. <br> Bonus, <br> IPO etc |
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## Note:

Cost of acquisition need to be distributed/allocated based number of shares alloted in case of corporate action like split and Net Asset Value between demerged companies and shared alloted in case of demerger.

## I/we,

, hereby declare
that the contents above are correct, complete and truly stated. I we also undertake to indemnify and hold RBL Bank and its Affiliates harmless from any damage, loss, litigation, costs, penalties on account of any misstatement / misrepresentation/ errors of omission or commission by me or any other person and provide RBL Bank Ltd. with all information/documents that may be required by RBLBank or the Governmental authorities from time to time.
$\square$
$\square$

## ANNEXURE B

Certified Statement of Holdings under PIS approval of $\qquad$ (client name)

| S. No. | Company <br> Name | Date of <br> Purchase | Quantity | Rate | Primary/Secondary <br> Market | Type of S hare <br> ifprimary <br> market | Type of <br> Account <br> (NRE/NRO) |
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