

**ANNEXURE A**  
**DECLARATION CUM UNDERTAKING**

To, Kotak Mahindra Bank Ltd.

I \_\_\_\_\_ Individual/karta of \_\_\_\_\_ residing at \_\_\_\_\_ declare that: **X**

1. My residential status under the Income Tax Act, 1961 for the Financial Year \_\_\_\_ is 'Nonresident' and shall continue to be otherwise informed. I undertake to inform Kotak Mahindra Bank Ltd (Kotak), immediately upon any change of my residential status. **X**

2. My Permanent Account Number (PAN) allotted under Income Tax Act., 1961 is \_\_\_\_\_ **X**

3. I am tax resident of \_\_\_\_\_ (Country) and shall continue to be so unless otherwise informed by me in writing. My Tax Identification No [corresponding to Permanent Account Number (PAN)] is \_\_\_\_\_ in \_\_\_\_\_ (Country). The following proof of my tax residency is attached herewith.

a. Copy of tax residential certificate issued by the tax/competent authority of country of residence. **AND/OR X**

b. Copy of Tax Identification number certificate issued by the tax/competent authority of country of resident. **AND/OR**

c. Copy of Accountant's/tax attorney's certificate duly certifying the country of my/our tax residence. **AND/OR**

d. Copy of my/our latest tax returns/forms filed in the said country of my/our residence.

4. The Place of assessment of my world income is \_\_\_\_\_ (Name of Country). **X**

5. I am the beneficial owner of the funds which are lying credited in my Portfolio Investment Scheme (PINS) bank account No. \_\_\_\_\_ and consequently the beneficial owner of the investments made from that account. **X**

6. The shares/securities are held/will be held by me as investment and not as any business asset and that I am not dealing or trading in them.

7. I do not have any permanent establishment in India.

8. I hereby authorize you to pay Income tax on my behalf in respect of the gains made by me on such investment transactions at the applicable enacted rates.

9. In case it is found that the tax actually payable has either not been paid or has not been paid in full, I undertake to pay the said amount of tax along with interest found due in accordance with the provision of the Income-tax Act, 1961.

10. Further, it is hereby declared that Kotak is not acting as an agent on my/our behalf and the services rendered by Kotak are principal to principal basis and it shall not be deemed to create any fiduciary or agency relationship between me/us and Kotak. Further, it is not intended to confer upon third party any rights or remedies.

11. I undertake (if called upon by the tax authorities of India) to submit the requisite documents etc. for enabling the said Authorities to determine the nature and amount of income from the remittance made from my above said PINS bank account, as well as documents required for determining my liabilities under the provisions of Income Tax Act, 1961.

12. I hereby agree to indemnify and keep indemnified M/s. KOTAK MAHINDRA BANK LTD saved and harmless against all/any claims, loss, damages, prosecution made or suffered, against/by the Bank due to non/lower payment of tax on the basis of this declaration. If the Bank is required to pay the said tax or any interest/penalty, I agree to reimburse the same and the liability in this regard will be borne by me.

13. I am a person resident outside India as per the provisions of Foreign Exchange Management Act (FEMA) and the statements and information given above are true and correct and no relevant information has been concealed.

14. This document is subject to the laws of India and jurisdiction of the Courts of Mumbai.

Signature:  (Mr. \_\_\_\_\_)

Date: \_\_\_\_\_ Place: \_\_\_\_\_

Witness 1(Customers Side)

Witness 2(Bank Side)

Signature:

Signature:

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

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**Note: Initials required wherever "X" is marked**