

**DOCUMENT PACK**  
**CUSTODIAL SERVICES: NRI CLIENTS**

**Version 4.0**  
**November 30, 2018**

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### IMPORTANT NOTE

- Signature Types:**
  - ⊗ Signature of Client/First Holder
  - ↻ Signature of Second Holder
  - ⇔ Signature of Third Holder
  - ⊗ Signature of Witness
  - Signature of Orbis



## **CUSTODIAL SERVICES AGREEMENT**

Confidential

This Custodial Services Agreement is entered into on this [redacted] day of [redacted], 20 [redacted] (“Agreement”)

**BETWEEN**

**ORBIS FINANCIAL CORPORATION LIMITED**, a company incorporated under the Companies Act, 1956 having its registered office at 4A Ocus Technopolis, Sector 54, Golf Club Road, Gurgaon - 122002, Haryana, India and its branch office at Vaibhav Chambers, Unit No. 205 & 206, 2nd Floor, Plot No. 1, Bandra-Kurla Complex, Bandra (East), Mumbai – 400051 (hereinafter referred to as the “**Custodian**” and which expression shall, unless contrary to the context hereof, include all its successors and permitted assigns)

**AND**

I, \_\_\_\_\_ a Citizen of \_\_\_\_\_ having Passport No \_\_\_\_\_ residing in \_\_\_\_\_ (Country name) at \_\_\_\_\_

\_\_\_\_\_. (Current Residing Address) having India PAN No \_\_\_\_\_ and Tax Identification Number \_\_\_\_\_ (issued in my “outside of India” country of residence) (hereinafter referred to as the “**Client**” and which expression shall, unless contrary to the context hereof, include all its heirs, successors, nominees and permitted assigns) is / are desirous of investing in the Indian financial markets as permitted from time to time.

**OR**

We [redacted] (name of Entity), a/an [redacted] registered under [redacted], (law) having Registration No. [redacted] in the Country of [redacted] having its office /registered office at [redacted] having India PAN No [redacted] and Tax Identification No [redacted] (in my “outside of India” country of registration / incorporation) (hereinafter referred to as the “**Client**” and which expression shall, unless contrary to the context hereof, include all its heirs, successors, nominees and permitted assigns) are desirous to invest in Indian financial markets as permitted from time to time.

<b>Client</b>	<input type="checkbox"/> <sup>1</sup> First Holder	<input type="checkbox"/> <sup>1</sup> Second Holder	<input type="checkbox"/> <sup>1</sup> Third Holder
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**Signature**

**Name**

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The Custodian and the Client are collectively referred to as the **“Parties”**, and individually as a **“Party”**.

The Schedules as enumerated below form an integral part of this “Agreement”:

- I. Schedule I – Authorized Persons
- II. Schedule II – Fund Managers / Agents
- III. Schedule III – Scope of Services
- IV. Schedule IV – Custodians Schedule of Fee
- V. Schedule V - Tax Residency particulars of Controlling Person of the Entity

**WHEREAS:**

The Custodian is registered as a Custodian of Securities with the Securities and Exchange Board of India (**“SEBI”**), a Clearing Member on the respective Clearing Houses of the Bombay Stock Exchange (**“BSE”**), National Stock Exchange (**“NSE”**) and Metropolitan Stock Exchange of India Limited (**MSEI**) and as a Depository Participant on NSDL and CDSL.

The Client is an Investor and desirous of investing into Indian financial markets.

The Client is now desirous of engaging the Custodian to provide Custody and related Services in terms of and pursuant to this Agreement.

**1. NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS UNDER**

The Client hereby selects and appoints the Custodian for providing Custodial Services to the Client as per the terms and conditions contained in this Agreement and authorizes the Custodian to open in its records in the name of the Client its Custody Account together with corresponding Securities Account and Cash Account to be operated by the Custodian.

The Custodial practices in India are governed by SEBI, SEBI (Custodian of Securities) Regulations, 1996, Securities Contracts (Regulation) Act, 1956 and the practices as adopted by Clearing Houses / Exchanges / Depositories as modified or amended from time to time. The practices adopted by the Custodian would be in compliance with these laws, regulations and practices.

The Custodian, through the Disclosure Statement, informs the Client of some of the prevalent practices that are going to govern the Services being contracted for delivery. The Client acknowledges receipt of the Disclosure Statement.

**2. SCOPE AND EXTENT OF CUSTODIAN'S RESPONSIBILITY AND LIABILITY**

The Custodian shall be responsible for the safekeeping of all Securities entrusted to and received by it from or on behalf of the Client, in physical / electronic form. The detailed scope of Custodial Services, prevalent regulations and market practices are more specifically outlined in Schedule III to this Agreement and the Disclosure Statement.

The Custodian is acting solely as its Custodian and not as its manager or investment adviser and responsibility for selection, acquisition and disposal of Securities remains with the Client.

**3. SCOPE AND EXTENT OF CLIENT'S RESPONSIBILITY AND LIABILITY**

The Client acknowledges that laws and market practices applicable are subject to regular changes and that the Custodian shall be obliged to bring to the attention of the Client only those changes that will fundamentally affect the performance by the Custodian of its Custodial Services.

In line with regulations and market practices, the Scope and extent of client responsibilities are further elaborated in the Disclosure Statement forming an integral part of the Agreement.

**4. SET-OFF AND LIENS**

In addition to any other remedies available under Applicable Laws, the Custodian shall have a general lien over the Property until the satisfaction of all liabilities and obligations (whether actual or contingent) of the Client owed to the Custodian (including any unpaid Fees).

In the event of failure by the Client to discharge any such liabilities and obligations when due, the Custodian shall be entitled to sell or otherwise realize any such Property deposited with it under this Agreement and utilize the proceeds of such sale or realization to the satisfaction of such liabilities and obligations.

The Custodian shall be entitled to exercise its right of lien after giving a notice of its claim at least fifteen days prior to the exercise thereof to the Client, and on receiving a response from the Client within fifteen days of the Client receiving such notice, make reasonable attempts to settle any claim. If such settlement cannot be reached after both Parties have made reasonable attempts to settle within a total of thirty days from receiving a response from the Client, the Custodian shall be entitled to exercise its right of lien.

## **5. FEES AND EXPENSES**

The Client will pay to the Custodian Fees at the rates specified in the Custodian's schedule of Fees as appearing in Schedule IV to the Custody Agreement or such other amended fee as may be agreed in writing between the Parties from time to time.

The Custodian shall raise invoices promptly upon the Fees becoming due for payment. The Fees will be payable within 7 days of the invoice date. The Custodian may at any time debit the Cash Account with any amount due from the Client that has not been paid in the time frame as provided herein.

The Custodian reserves the right to charge interest on overdue amounts from the due date until actual payment at such rate as the Custodian may determine having regard to the ongoing market interest rates.

## **6. REPRESENTATIONS AND WARRANTIES**

Each of the Parties hereby represents and warrants to the other that:

- (a) During the term of this Agreement, it has and will continue to have full capacity and authority to enter into this Agreement and to carry out the transactions contemplated herein and has taken and will continue to take all necessary action including, without limitation, the obtaining of all necessary consents and approvals to authorize the execution, delivery and performance of this Agreement.
- (b) If the Client is not the unencumbered beneficial owner of any Securities, it has and will continue to have full power and authority to enter into and implement this Agreement in respect of these Securities and/or
- (c) Neither the signing, delivery or performance of this Agreement nor provision of any Instructions to the Custodian does or will contravene or constitute a default under, or cause to be exceeded, any of the following, namely:
  - i. Any law or Rules by which the Client or any of its assets (including, but not limited to, the Property) is bound or affected;
  - ii. Rights of any third parties in respect of the Client or the Property; and
  - iii. Any agreement to which the Client is a Party or by which any of its assets are bound.

## **7. CONFIDENTIALITY**

The Parties undertake that they shall at all times keep confidential (and shall use best endeavors to procure that their respective employees and agents keep confidential) this Agreement or any information which they may acquire as a result of or pursuant to this Agreement and shall not disclose such information except with the consent of every other Party to this Agreement.

The Client agrees that any information relating to it and its Account and transactions effected may be disclosed by the Custodian to such persons as per prevalent practices or regulations / laws including regulators, government agencies, courts as may be required.

## **8. ASSIGNMENT**

This Agreement shall bind and ensure for the benefit of the Parties hereto and their respective successors and neither Party may assign, transfer or charge all or any of its rights and benefits hereunder without the written consent of the other Party which consent shall not be unreasonably withheld or delayed.

## **9. TERMINATION**

Either of the Parties may terminate this Agreement on giving not less than 30 days prior written notice to the

other Party. Termination shall be without prejudice to the completion of transactions already initiated hereunder and not completed at the time of termination.

The Custodian may also terminate its appointment under this Agreement by notice taking immediate effect in any of the following circumstances:

- (a) non-payment of Fees by the Client for 30 days from the service of the invoice;
- (b) it becomes unlawful for Custodian to continue to provide custodian services to the Client; or
- (c) the Client goes into liquidation and a resolution is passed for its winding up by the Client or a receiver or official administrator or similar officer is appointed for its liquidation.

Fees will be calculated to the expiry of the notice period and will be payable on the day of such expiry. All remedies hereunder shall survive the termination of this Agreement.

The Custodian shall at the expense of the Client deliver or cause or procure to be delivered to or to the order of the Client any Property and documents of title thereto remaining with the Custodian after termination of this Agreement. The Client shall give such directions as required by the Custodian promptly following the Custodian's request.

## **10. ENTIRE AGREEMENT**

This Agreement (including all its Schedules) and disclosure statement constitute the entire agreement between the Parties and shall supersede all existing agreements between the Parties and prior representations, warranties and understandings relating to the subject matter hereof. Save as provided, this Agreement may only be amended by agreement in writing signed by both the Client and the Custodian.

## **11. SEVERABILITY**

If any clause or paragraph or part thereof, of this Agreement is rendered invalid, ruled illegal by any court of competent jurisdiction or unenforceable under present or future laws effective during the term of this Agreement, then it is the intention of the Parties that the remainder of the Agreement shall not be affected thereby unless the deletion of such provision shall cause this Agreement to become materially adverse to any Party in which case the Parties shall negotiate in good faith such changes to the Agreement or enter into suitable amendments or supplements, as will best preserve the benefits and obligations under such provision.

## **12. COUNTERPARTS**

This Agreement may be executed in one or more counterparts, all of which shall be read and construed as one document and any facsimile signature hereto shall be deemed to be an original signature.

## **13. NOTICES**

Any notices or consents or communications (other than Instructions) required to be given or served by one Party on the other Party in respect of this Agreement, shall be given in English in writing to such other Party and shall be deemed to have been duly served, if sent by prepaid registered mail or courier with acknowledgment or by facsimile transmission or by Email to the notified address or by hand delivery at the following address:

### **The Custodian**

Company Secretary

Orbis Financial Corporation Limited

4A, Ocus Technopolis, Sector 54, Golf Club Road

Gurgaon 122002, Haryana, India

Email: [compliance@orbisfinancial.in](mailto:compliance@orbisfinancial.in)

Telephone: +91 124 4546565

Fax: +91 124 4546500

**The Client**

Name of the Client: - \_\_\_\_\_  
Address:

\_\_\_\_\_

Email: \_\_\_\_\_

Telephone: \_\_\_\_\_

or to such other address or facsimile number or by way of specific email as shall have been notified to the other Party. Any notice or demand sent by post as aforesaid shall be deemed to have been given, made or served 3 (three) days in the case of inland post or 7 (seven) days in the case of overseas post after dispatch and any notice or demand sent by facsimile transmission or Email as aforesaid shall be deemed to have been given, made or served 24 (twenty-four) hours after the time of dispatch. The failure of the addressee to receive such confirmation shall not invalidate the relevant notice or demand given by facsimile transmission.

If any Party changes its address as mentioned above, it shall advise the other Party of the changed address by way of registered post or courier within 7 (seven) days of changing its address.

**14. INDEMNITY**

The Client agrees to indemnify and hold the Custodian or Agent thereof harmless against any Loss arising from the discharge of its obligations under this Agreement:

- (a) from the Custodian or Agent carrying out any Instruction believed by it in good faith to have been given by an Authorized Person;
- (b) from all tax liability of the Client;
- (c) against the consequences of any fraud. The Client indemnifies the Custodian against any adverse claim and/or prejudice being caused to the Custodian which may have resulted from and/or on account of fraud;
- (d) the Custodian shall be under no duty to supervise compliance with restrictions on the investment powers of the Client. Nevertheless in taking or refraining from taking such actions, the Custodian shall be entitled to receive and act upon any advice of the Custodian's legal or other professional advisers and the Custodian shall not be liable from any claims arising from any action taken or thing done in good faith in reliance upon such advice; and
- (e) against the consequences of any default committed by the Client in complying with the provisions of this Agreement.

**15. UNDERTAKINGS**

The Client undertakes to the Custodian for so long as this Agreement is in force, that:

- (a) the Client will observe and comply with the terms of all relevant approvals, authorizations, consents, licenses and exemptions and will promptly obtain any other approvals, authorizations, consents, licenses and exemptions which may become necessary or desirable to enable the Client to comply with or to ensure the validity and enforceability of the provisions of this Agreement;
- (b) the Client will promptly notify the Custodian of any arrangement for sale of, or other transactions in or relating to, the Securities;
- (c) if the Custodian has acted pursuant to any Instructions, the Client will not, without the prior written consent of the Custodian, charge or encumber any of the Securities or authorize anyone else to charge or encumber them; and
- (d) the Client will promptly inform the Custodian of particulars of any changes to information and, where applicable, provide up-to-date documents of those previously provided to the Custodian pursuant to this Agreement.

**16. NO WAIVER**

Any failure by a Party to take any action with respect to a breach of this Agreement or a default by any other Party shall not constitute a waiver of the former Party's right to enforce any provision of this Agreement or to take action with respect to such breach or default or any subsequent breach or default. Waiver by any



Party of any breach or failure to comply with any provision of this Agreement by a Party shall not be construed as, or constitute, a continuing waiver of such provision, or a waiver of any other breach of or failure to comply with any other provision of this Agreement, unless any such waiver has been consented to by the other Party in writing.

**17. GOVERNING LAW**

This Agreement shall be governed by and construed/enforced in accordance with the laws of India. The Parties submit in connection with this Agreement to the exclusive jurisdiction of the courts in Mumbai, India.

**18. ARBITRATION**

All disputes or differences between the Parties in respect of or concerning or connected with the interpretation or implementation of this Agreement or arising out of this Agreement, shall at the first instance be resolved through good faith consultation, which consultation shall begin promptly after a disputing party has delivered to the other Party a written request for such consultation.

In the event that the disputing parties have been unable to resolve a dispute within a period of 90 days such dispute shall be finally settled through Arbitration failing which a resolution through Court intervention, if sought by either of the Parties.

Matters referred to Arbitration shall be submitted and settled by arbitration in accordance with the Indian Arbitration and Conciliation Act, 1996. The venue for arbitration shall be New Delhi, India and the language used in the arbitral proceedings shall be English. Each Party shall have a right to appoint one arbitrator each and the two arbitrators so appointed shall choose a person to be the third arbitrator. The decision of the arbitrators so appointed shall be accepted by the disputing Parties, provided that a disputing Party shall be entitled to apply to a court of competent jurisdiction for injunctive relief for the period prior to the decision of the arbitrators.

IN WITNES HEREOF the Parties have duly executed this Agreement as at the date first above written at \_\_\_\_\_.

<b>Client</b>	⊗ <sup>1</sup> First Holder	↻ <sup>1</sup> Second Holder	↔ <sup>1</sup> Third Holder
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**Signature**

**Name**

**Custodian DDP** Orbis Financial Corporation Ltd

**Signature** 

**Name**

**Designation**

<b>Witness:</b>	Name / Address	Signatures
1.⊗		
2.⊗		

**SCHEDULE 1**  
**AUTHORISED PERSONS**  
**List of Authorized Persons authorized to give Instructions**

Full Name & Designation	Authority Limit, if any	Specimen Signature

<b>Client</b>	⊗ <sup>1</sup> First Holder	↻ <sup>1</sup> Second Holder	⇔ <sup>1</sup> Third Holder
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**Signature**

**Name**

**Custodian DDP**    Orbis Financial Corporation Ltd

**Signature**        ✎

**Name**

**Designation**

<b>Witness:</b>	Name / Address	Signatures
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1. ✎

2. ✎

**SCHEDULE 2**  
**FUND MANAGER/ AGENTS NOTICE**  
**Authorized Fund Managers/ Agents**

Persons authorized as Investment Managers or Agents will also have to complete an authority in similar form to Schedule 3.

Full name of Fund Manager/ Agent	Address	Accounts for which authorized	Authority Limit, if any

<b>Client</b>	<input type="checkbox"/> <sup>1</sup> First Holder	<input type="checkbox"/> <sup>1</sup> Second Holder	<input type="checkbox"/> <sup>1</sup> Third Holder
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**Signature**

**Name**

**Custodian DDP**    Orbis Financial Corporation Ltd

**Signature**

**Name**

**Designation**

<b>Witness:</b>	Name / Address	Signatures
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1.

2.

**SCHEDULE 3**  
**Scope of Services**

**Custody Services for NRI Clients:**

1. On-boarding and KYC with regard to opening of Demat Accounts and KRA registration.
2. Assisting in opening of POA bank account under the PIS guidelines of the RBI with an Authorised Dealer Bank
3. Account set up (demat, bank and custody accounts)
4. Custody services and Obtaining CP Code
5. Clearing and Settlement services (for Cash Market transactions) ensuring settlement of transactions at contracted rates within contracted period as per accepted practices.
6. Maintaining interface with the designated bank under the PIS guidelines and RBI reporting there under
7. Operations of POA demat and bank account.
8. Processing of investments into mutual funds including liquid mutual funds for orders received from Client
9. Asset Servicing
10. Monitoring, recording and intimation of corporate actions.
11. Assisting in repatriation of funds, as applicable
12. Reconciliations with brokers, bank & DP
13. Action on voluntary corporate actions under client's instructions.
14. Brokerage computation, reconciliation & payments on client's behalf
15. Handling PAN/Bank mandate requirements or any other regulatory requirements.
16. Fund Accounting
17. Reporting - transaction, valuation, performance, and financial reports
18. Providing necessary information / data for obtaining CA certificates and income tax payments as per regulatory requirements for NRIs under the PIS regulations

<b>Client Signature</b>	⊗ <sup>1</sup> First Holder	↻ <sup>1</sup> Second Holder
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**Name**

**Custodian** Orbis Financial Corporation Ltd

**DDP**

**Signature** 

**Name**

**Designation**

**Witness:** Name / Address

1.⊗

2.⊗

**SCHEDULE 4**  
**Custodian's Schedule of Fees**

**A. Custody Services:**

Sr No	Particulars	Orbis' Charges
1	Custody Charges (On average monthly Assets under Custody) 1-AUM up to INR 500 crore 2-AUM INR 500 crore to INR 1000 crore 3-AUM > INR 1000 crore	1.50 bps per annum payable monthly on monthly average AUM of all existing clients. 1.25 bps per annum payable monthly on monthly average AUM of all existing clients 1 bps per annum payable monthly on monthly average AUM of all existing clients.
2	Transaction Charges 1-Cash Market 2-Mutual Funds 3-Others (IPO, Debt, etc)	Waived Waived Waived
3	SEBI Fees (Actuals)	0.0005% on AUC
4	Depository Charges	At Actuals
5	Out of Pocket Expenses / Taxes, Regulatory levies	At Actuals
6	Billing Cycle	At monthly intervals, to be started from the date of Agreement with the Client.
7	Validity of the Proposal	Good Till mutually agreed for revised terms.

**Client Signature**

⊗<sup>1</sup>First Holder

⊙<sup>1</sup>Second Holder

**Name**

**Custodian** Orbis Financial Corporation Ltd

**DDP**

**Signature** ✎

**Name**

**Designation**

## SCHEDULE V

In terms of Foreign Account Tax Compliance Act (FATCA), a US federal law and Multilateral Competent Authority Agreement (MCAA), statutorily mandated in India, Client is required to disclose their “**Controlling Persons**” for entities investing in the Indian Financial markets.

“Controlling Persons” are natural persons who exercise control over an entity and includes its beneficial owners. Such “Controlling Persons / Beneficial Owners” may be acting alone or collectively or through one or more juridical person and exercise control through ownership ultimately leading to a controlling interest / entitlements to:

1. More than 25% of share or capital or profits of the entity where it is a company;
2. More than 15% of the capital or profits of the entity where the entity is a partnership;
3. More than 15% of the property or capital or profits of the entity where it is an unincorporated association or body of individuals.
4. More than 15% of the capital or profits of the entity where the entity is a trust and the Controlling Persons may include the Settlor, trustees, protector, beneficiaries or a class of beneficiaries.
5. More than 15% of the capital or profits where there is a legal arrangement (other than a trust). Where there is no identifiable natural person then the person who holds position of senior managing person shall be deemed to be the Controlling Person.

### Disclosure on Controlling Persons of the Entity

SECTION I – Basic details of the Controlling Person of the Entity		
Details of each controlling person of the Entity, confirming countries of tax residency/ permanent residency/ citizenship and Tax Identification Numbers for EACH controlling person (To be filled by each controlling person of reporting entity separately)		
1.1	Name	
1.2	Father’s name (mandatory if PAN not provided)	
1.3	Nationality	
1.4	Passport Number	
1.5	City of birth	
1.6	Country of birth	
1.7	Occupation type	<input type="checkbox"/> Service <input type="checkbox"/> Business <input checked="" type="checkbox"/> Others __ (Please specify)
1.8	% of beneficial interest	NA
1.9	Type of Controlling Person	Controlling Person through: <input type="checkbox"/> Ownership <input type="checkbox"/> Trustee of Trust <input type="checkbox"/> Beneficiary of Trust <input type="checkbox"/> Settlor of Trust <input type="checkbox"/> Protector of Trust <input type="checkbox"/> Senior Managing Official <input type="checkbox"/> Other Means


**SECTION II - 'Tax Residency Status' of the Controlling Person of the Entity**

2.1	I am resident in India for tax purposes	<input type="checkbox"/> Yes <input type="checkbox"/> No
If the answer to 2.1 is No, then please provide your answers to 2.2 and 2.3 otherwise proceed to Section III		
2.2	Tax Residence Country Name	
	Address	
	City	
	PIN Code	
	Address Type	<input type="checkbox"/> Residential <input type="checkbox"/> Business
	Tax Identification Number (or its equivalent in your country of residence) allotted by the tax authorities	NA
2.3	I am tax resident in more than one country	<input type="checkbox"/> Yes <input type="checkbox"/> No
If the answer to 2.3 is YES, then please provide your answers to 2.4 otherwise proceed to Section III		
2.4	Tax Identification Number (or its equivalent) allotted by tax authorities in second country of tax residency	

**Section III – Declaration**

We agree to notify Orbis Financial Corporation Limited (Orbis) within 30 days of any change in our 'Tax Residency Status' for income tax purposes as stated above.

We agree to indemnify Orbis in respect of any false or misleading information regarding our 'Tax Residency Status' being furnished to Orbis.

⊗<sup>6</sup>   
Signature

Date:

Place:

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Date \_\_\_\_\_

To,  
Orbis Financial Corporation Limited  
4A, Technopolis  
Sector 54, Golf Club Road  
Gurgaon – 122 002

Sub: **Application for the allotment of CP code-NSE Capital Market Segment**

I/ we wish to appoint you as my/our Clearing Member for clearing and settlement of trades done on the Capital Market Segment of NSE/ NSCCL. My/our details are as follows:

NRI Client Name (Full Name As given in the Passport)	
Passport No.	
NRE/NRO Bank account numbers	
RBI PIS Permission no.	
PAN No	
Current Address	
Permanent address in India	
Telephone No.	
Fax No.	
Email Id	

I/we request you to kindly get CP code allotted by NSE/NSCCL for the same.

I/We undertake that all the trades executed through the above allotted CP code will be on my/our\* behalf.

(\*If the NRI Client code application is for an HUF then the details of the Karta (Manager) has to be given in the application and in the undertaking should be provided as follows: “I undertake that all the trades executed through the above allotted code will be on behalf of HUF”)

Yours sincerely,

<b>Client</b>	<input type="radio"/> First Holder	<input type="radio"/> Second Holder	<input type="radio"/> Third Holder
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**Signature**

**Name**

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Date:

To,  
NSE/NSCCL  
Exchange Plaza,  
Plot no. C/1, G Block,  
Bandra-Kurla Complex  
Bandra (E), Mumbai - 400 051

Dear Sir/Madam,

Sub: **Appointment of Clearing Member on the NSE Capital Market Segment**

This is to inform you that I/we have appointed **M/s. Orbis Financial Corporation Limited (ORBIS)** as our Clearing Member on the Capital Market Segment of NSE/NSCCL.

I/we request you to allot a CP code in my/our name in order to enable ORBIS to clear and settle the trades executed on the Capital Market Segment of the Exchange on my/our behalf.

NRI Client Name (Full Name As given in the Passport)	
Passport No.	
NRE/NRO Bank account numbers	
RBI PIS Permission no.	
PAN No	
Current Address	
Permanent address in India	
Telephone No.	
Fax No.	
Email Id	

I/ We undertake that all the trades executed through the above allotted CP code will be on my/our\* behalf.

(\*If the NRI Client code application is for an HUF then the details of the Karta (Manager) has to be given in the application and in the undertaking should be provided as follows: "I undertake that all the trades executed through the above allotted code will be on behalf of HUF")

Yours sincerely,

**Client**                      ⊗<sup>1</sup>First Holder                      ⇨<sup>1</sup>Second Holder                      ⇨<sup>1</sup>Third Holder

**Signature**

**Name**

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**MASTER POWER OF ATTORNEY**

I, \_\_\_\_\_ (Name of the Client) residing at \_\_\_\_\_

\_\_\_\_\_ (Clients Address)

(Hereinafter referred to as the “Client” and which expression shall, unless contrary to the context hereof, include all its heirs, successors, nominees and permitted assigns)

**WHEREAS Orbis Financial Corporation Limited**, a company incorporated under the Indian Companies Act, 1956 having its registered office at 4A, Ocus Technopolis, Sector 54, Golf Club Road, Gurgaon 122002, Haryana, India are registered with the Securities Exchange Board of India as a Custodian, Clearing members on the Clearing houses of the Bombay Stock Exchange, the National Stock Exchange and the Metropolitan Stock Exchange and Depository Participants / DDP on the NSDL and CDSL.

**WHEREAS** the Client is desirous of investing in the financial markets in India as permitted under the laws and regulations from time to time.

For the purpose of this document:

- (a) "Securities" shall mean any shares, stocks, debentures, bonds, notes, warrants, derivatives, options, futures, securities as defined under the Securities Contracts (Regulation) Act, 1956 and permitted by the regulators, depository receipts, commercial papers, repos, foreign exchange, swaps, certificate of deposits, participatory notes, commodities, interests in any collective investment vehicles (whether in corporate, unit trust or any other legal form), units or any other such instrument issued under any mutual fund scheme or other similar property (including evidence of securities or title thereto and all rights in respect thereof, whether represented by a certificate or by an entry in the books or other permanent records of an issuer, a trustee or other fiduciary thereof or in any Securities System); and

⊗<sup>12</sup>First Holder

↻<sup>12</sup>Second Holder

↔<sup>12</sup>Third Holder

**Client**

**Signature**

**Attorney  
Signature**

Orbis Financial Corporation Ltd

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(b) "Instructions" shall mean instructions given to the Attorney directly by the Client or through an authorized person which (i) contains all material information required by the Attorney to enable it to carry out the instructions; (ii) are received by the Attorney via telephone, telex, facsimile, short messaging service (SMS), Straight Through Processing (STP), Real Time Gross Settlement (RTGS), National Electronics Funds Transfer System (NEFT) or other teleprocesses, the Attorney's electronic instruction system or such other means as are for the time being agreed by and between the Client and the Attorney; and (iii) are transmitted with such testing or authentication or which comply with such procedures for verification of origination of instructions as the Attorney may specify.

Accordingly, the Client hereby nominates, constitutes and appoints Orbis Financial Corporation Limited acting through its officers as its lawful Attorney (hereinafter referred to as "**Attorney**") to do all or any of the following acts, deeds and things in relation to and concerning its financial investments in India:

1. To operate the bank account with **Indusind Bank Limited**, having its branch office at Premises 61, Sonawala Building, Mumbai Samachar Marg fort, Mumbai (the "**Bank**"), in connection with the investments of the Client made in India in compliance with laws and regulations as prevalent from time to time ("**Bank Account**"). The Bank Account shall be operated only by the authorized signatories appointed by the Attorney from time to time.
2. To prepare, sign and submit all necessary documents and instructions as may be required by the Bank with respect to the operations of the Bank Account.
3. To prepare, sign and submit the "Know Your Client" (KYC) form on behalf of Client and submit the same to KYC Registration Agency or otherwise as may be necessary to do the same.
4. To operate, deposit and withdraw sums from the Bank Account through electronic banking or otherwise for settlement of trades on relevant stock exchanges (Exchange obligation), settlement / payment towards margins on these stock exchanges, payment of brokerage / fee to relevant service providers including Custodian Designated Depository Participant charges through auto debit, payment of commissions and expenses including out of pocket expenses, payment of taxes including withholding taxes, making remittances overseas, to apply for the IPO, FPO, Right Issues, etc, to settle Clients trades under Delivery V/s Payment (DVP) mechanism, to invest money in money market products including liquid mutual funds and such other transactions as may be necessary / expedient within the regulatory parameters as prevalent from time to time.  
However, in case of NRE/NRO bank accounts, the attorney is not allowed to repatriate the funds held in the account outside India to a person other than the account holder, nor to make payment by way of gift to a resident on behalf of the account holder or to transfer funds from the account to another NRE/NRO account. Further, in case of NRO account any remittance outside India shall be within the ceiling as may be prescribed by the Bank from time to time and subject to tax compliance.

	⊗ <sup>12</sup> First Holder	↻ <sup>12</sup> Second Holder	↔ <sup>12</sup> Third Holder
<b>Client</b>			
<b>Signature</b>			
<b>Attorney</b>	Orbis Financial Corporation Ltd		
<b>Signature</b>	☛		

5. To operate a depository account with the NSDL/CDSL and to issue instructions relating to freezing of accounts, to block and/or debit the account, give delivery/receipt instructions, pledge instructions, pledge closure instructions, lending and borrowing instructions, enabling corporate actions, voluntary or otherwise and other actions necessary in the course of business relating to the operation of the depository account in accordance with applicable laws and regulations.
6. To undertake all necessary acts to subscribe, purchase, sell, transfer, redeem, renounce, assign, tender or endorse Securities as permitted by the regulatory provisions prevalent from time to time under the instructions of the Client and/or its authorized financial advisor.
7. To invest / switch / redeem interim temporary surplus funds into liquid mutual funds or such other schemes / avenues as available from time to time pursuant to the Instructions of the Client and / or its authorized financial advisor.
8. To open and operate such accounts as may be designated by the Client for the purpose of giving effect to the Custodial Agreement between the Attorney and the Client.
9. To attend, vote and act as the attorney/proxy of the Client at corporate meetings of the members /creditors pursuant to the Instructions of the Client.
10. To sign contracts, agreements, transfers, acceptances, receipts or other instruments to accept and carry out correspondence with such person(s) or authorities and to do all lawful activities which may be necessary for effecting the activities envisaged herein.
11. To execute and affix signatures as Client's Agent on affidavits, indemnities, declarations, legal documents, deeds and writings in legal/statutory matters as per requirement and under Client's Instructions.
12. The Attorney is authorized to submit copies of this Power of Attorney to relevant entities in India including, but not limited to, banks, depositories, clearing houses, stock exchanges, regulatory and other governmental bodies, stock brokers and financial advisors in regard to the investments/financial interests of the Client in India, as may be required from time to time.
13. This Power of Attorney is revocable by the Client at any point of time through a written notice of revocation to the Attorney.
14. This Power of Attorney shall not be affected by lapse of time and shall continue in full force and effect until a written notice of revocation, signed and executed by the Client is submitted to the Attorney and such revocation or termination in no way shall affect the validity of this Power of Attorney with reference to any transaction initiated by the Attorney prior to actual receipt of notice of such revocation or termination.

⊗<sup>12</sup>First Holder

⤵<sup>12</sup>Second Holder

↔<sup>12</sup>Third Holder

**Client**

**Signature**

**Attorney**

Orbis Financial Corporation Ltd

**Signature**

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15. The Attorney shall have the power to do, execute and perform any act(s), deed(s) or matters which in the opinion of the Attorney are necessary and ought to be done keeping in mind the best interest of the Client. Further, the Client shall not at any time act in a manner which has the effect of diluting, nullifying or vitiating the powers given to the Attorney whilst this Power of Attorney is subsisting.
16. Since the Attorney is a body corporate, the powers granted pursuant to this Power of Attorney may be exercised by any of its agents or employees to whom the Attorney may delegate any of the aforesaid powers. Further, the Attorney may appoint and remove any agent or employee from time to time as it may consider appropriate.
17. This Power of Attorney shall be interpreted as per the laws of India and shall be subject to the jurisdiction of the courts of New Delhi, India.

IN WITNESS WHEREOF the Client, has/have caused this Power of Attorney to be executed on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

**Client Signature**                      ⊗<sup>14</sup>First Holder                      ☉<sup>14</sup>Second Holder                      ⇔<sup>14</sup>Third Holder

**Name**

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**Attorney Signature**                      Orbis Financial Corporation Ltd  


**Name Designation**

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<b>Witness:</b>	Name / Address	Signatures
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- 1.⊗
- 2.⊗

**Executing before Notary Public /Oath Commissioner Seal & Signature**



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## No objection letter to be taken from the Customer for POA Accounts

Date

Indusind Bank Limited  
Indusind House  
Sonawala Building,  
Mumbai Samachar Marg Fort,  
Mumbai – 400004

Dear Sir / Madam,

With reference to the opening of POA operated account with your bank, I hereby agree to the following terms and conditions:

- The bank will not issue any Cheque book or Debit Card for the said account.
- The bank will not provide access to direct banking channels, including Net Banking access and Mobile Banking access for operating the said account.
- Undersigned will not be an authorized signatory in the said account.
- The bank will issue account statements of the said account to the mailing address and permanent address provided in the Account Opening Form.
- The bank can seek additional documents, if needed, from the Power of Attorney holder.
- Account will be marked dormant if there is no customer / authorized attorney-initiated transaction for a period of six months.
- Three Months of continued inactivity in a dormant account will be liable for closure of the account by the bank.

I hereby confirm that the said account is being opened by me under a Power of Attorney arrangement with Orbis Financial Corporation Ltd and I will not have any operating authority over the account till the Power of Attorney is valid. I will be solely responsible for informing the bank in case the power of attorney is revoked.

Sincerely,

**Client  
Signature**

⊗<sup>15</sup>First Holder

↻<sup>15</sup>Second Holder

↔<sup>15</sup>Third Holder

**Name**

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## Declaration cum Undertaking by Client for Single Passport

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

To,  
Orbis Financial Corporation Ltd  
4A, Ocus Technopolis  
Sector 54, Golf Club Road  
Gurgaon – 122 002

Dear Sir / Madam,

**Sub: Single Passport Declaration**

I hereby affirm and confirm that I am holding only one Passport, details of which have been provided here below:

Name (As in the Passport)	
Nationality	
Passport Number	
Date of Issue	
Place of Issue	
Valid Upto	

Yours sincerely,

**Signature**

**Name:**

**Address:**

**Date:**

**Place:**

**Note:**

- 1. Signature should match with the specimen signature in Passport.**
- 2. To be signed by each signatory separately.**

## Global Tax Information for Individual Accounts

SECTION I – Basic details		
1.1	Full name of Client	
1.2	Nationality	
1.3	Passport Number of Client	
1.4	City of birth	
1.5	Country of birth	
SECTION II - Particulars of ‘Tax Residency Status’		
2.1	I am resident in India for tax purposes	<input type="checkbox"/> Yes <input type="checkbox"/> No
If the answer to 2.1 is No, then please provide your answers to 2.2 and 2.3 otherwise proceed to Section III		
2.2	Country of Residence for tax purposes	
	Address for Communications	
	City	
	PIN Code	
	Address Type	<input type="checkbox"/> Residential <input type="checkbox"/> Business
	Tax Identification Number allotted by tax authorities in country of tax residency (Provide TIN or its functional equivalent in your country of residence)	
2.3	I am tax resident in more than one country	<input type="checkbox"/> Yes <input type="checkbox"/> No
If the answer to 2.3 is YES, then please provide your answers to 2.4 otherwise proceed to Section III		
2.4	Tax Identification Number allotted by tax authorities in second country of tax residency (Provide TIN or its functional equivalent in your second country of residence)	

### **Section III – Declaration**

I agree to notify Orbis Financial Corporation Limited (Orbis) within 30 days of any change in my 'Tax Residence Status' for income tax purposes as stated above.

I agree to indemnify Orbis in respect of any false or misleading information regarding my 'Tax Residency Status' being furnished to Orbis.

**Signature**

**Date:**

**Place:**