

Form No. \_\_\_\_\_

**PORTFOLIO INVESTMENT SCHEME (PIS)****YES BANK**

Source Code \_\_\_\_\_

**Application for permission to deal in securities in secondary market under the Portfolio Investment Scheme (PIS)**

Application from Non-Resident of Indian Nationality or origin for permission under Foreign Exchange Management Act, 1999 to purchase securities of Indian companies through stock exchange/s in India with/ without benefits of repatriation benefits of capital invested and income earned thereon.

**Instructions:**

1. The application should be completed and submitted to NRI Services, YES BANK Ltd, Mumbai or a designated branch of a YES BANK Ltd. authorized to deal in foreign exchange in India. Under Portfolio Investment Scheme, only certain branches have been designated to undertake PIS related activities relating to investments.
2. For the purpose of this application various legal terms or their abbreviations viz. 'NRI', 'PIO', 'repatriable', 'non repatriable', 'Authorised dealer', 'Portfolio Investment Scheme', 'NRE', 'NRO', FCNR etc. have been used. These terms and 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. YES 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 YES BANK shall always be fully authorized to take necessary punitive or enforcement actions, that it is authorized in the capacity of an Authorised Dealer – Banker under FEMA.

The Manager,  
NRI Services,  
YES BANK Ltd  
Mumbai

Dear Sir/Madam,

**Ref: Application for permission to deal in securities in secondary market under the Portfolio Investment Scheme (PIS)**

I/We hereby appoint YES BANK Ltd as a "Designated Bank" for the purpose of routing my/our transactions relating to purchase and sale of securities / convertible debentures under Portfolio Investment Scheme. I/We hereby advise that I/We have read and understood the terms and conditions as specified under Portfolio Investment Scheme and hereby declare that I/we agree to comply with all statutory / regulatory requirements under the PIS from time to time.

I/We hereby agree:

- To deal only with designated branch at any given point of time for PIS. All transactions under PIS will be routed through YES BANK Ltd. only.
- The NRE / NRO PIS account will not be used for any other transactions other than transactions related to purchase and sale of securities in secondary market. All routine transactions, demat charges, dividend, warrants etc. will be routed through the normal NRE/NRO savings account held with YES BANK Ltd.
- To submit the complete details of all securities held by me/us which were purchased from primary market as a non-resident or from the primary market / secondary market prior to becoming a non resident in the format as specified by YES BANK Ltd.
- To do only delivery based transactions and not to indulge in speculative transactions.
- To place purchase order only if YES BANK Ltd can earmark sufficient balance covering the purchase considerations of securities and other applicable charges in clients account.
- To report to the bank all transactions done directly through registered stock brokers on the same day of execution by the next day morning by submission of the original broker contract notes.
- Payment of securities / receipts from the broker on account of sale of securities will be made against the amount specified on the contract note/bill and no adjustment of purchase against sale will be done even if various sale and transactions are done during the same period.
- To send YES BANK Ltd all payment instruments (cheque/DD etc.) received from stock broker on account of sale of securities for crediting in appropriate account along with complete details and bill.
- The purchase of equity securities/convertible debentures in each company with repatriation and non repatriation basis shall not exceed 5% (or as prescribed by Reserve Bank of India from time to time) of the paid up capital of the company, subject to an overall ceiling of 10% (or as prescribed by Reserve Bank of India from time to time) and all consequences of failure in such compliance, including any losses arising out of reversal of transactions shall be to our account.
- YES BANK Ltd will recover its fees/charges applicable for PIS by debiting the NRE/NRO PIS account held by me/us.
- YES BANK Ltd will deduct capital gains tax as applicable on each transaction and the sale proceeds net of tax will be credited to the PIS account within 3 working days after receipt of clear funds from broking firm. I/We hereby authorize YES BANK Ltd to use the service of any practicing Chartered Accountant for calculating the capital gains tax applicable and making deductions in accordance with the advice given by such chartered accountant. In consideration of YES BANK Ltd acting in accordance with the aforesaid authorization and making deductions, I/we hereby agrees to indemnify and hold YES BANK Ltd harmless against loss, claim, damage, costs or expense of any kind including reasonable attorney's/legal fees, to which YES BANK Ltd may be subjected by virtue of agreeing to this or any claim by any union, state or local government authority against the Bank, and of its subsidiaries or affiliates, regarding taxes assessed with respect to me/us.
- YES BANK Ltd will deduct capital gains tax as applicable on each transaction and the sale proceeds net of tax will be credited to the PIS account within 3 working days after receipt of clear funds from broking firm.
- Capital gains will be calculated on first in first out (FIFO) basis for sale transactions, through PIS account only & TDS will not be on exchange rate adjustment.
- YES BANK Ltd will not undertake any follow up for deliveries of any securities purchased by me/us.
- YES BANK Ltd will not undertake monitoring and follow up of corporate actions associates with any holdings of the account holder/s.
- To ensure before placing / conveying SALE orders that they actually hold free securities (securities pending for demat or locked/pledge are not free securities).
- Not to make any contract for sale either directly through a stockbroker or through the YES BANK in respect of any securities, which the client has not taken delivery of.
- Securities purchased in the primary market, securities allotted under corporate action and during resident tenor are not to be considered under the PIS scheme. Therefore securities which have been purchased under PIS will be considered for calculation of Capital Gain tax on FIFO basis.
- To accept the tax deduction made by YES BANK Ltd as conclusive and binding on us.
- To take the delivery of securities purchased and make delivery of securities sold. I/ We agree not do short selling or square off the transaction. Bank will not be liable for short/non delivery/receipt securities to the broker and also for penalty/charges due to the same.
- To incur the profit /loss due to any delay in reporting the transaction to the designated branch may result in a profit/loss to the Reserve Bank of India's or YES BANK Ltd's directive.
- If any square off / purchase of banned securities is done, the transaction will be reversed by BROKING HOUSE immediately. The loss will be charged to the clients account. If there is a gain then the tax as applicable on the gain will be deducted and the net amount credited to the customers' NRO account, even if the purchase was done on a repatriation basis

- Bank will debit my/our bank accounts for payment of purchase consideration including bank charges as prescribed from time to time, brokerage or any other expenses in relation to maintain the above said PIS account and in settlement of claims arising from purchases/sale of securities.
- Will not any time seek repatriation on the capital invested in respect of purchase of securities/debentures made on non-repatriation basis. This will also be binding on customers' heirs, executors, successors, and assigns and they will not be entitled to seek repatriation of any capital so invested by customer or any income earned thereon.
- Will not engage in off market transaction except the closure / transfer of PIS account from YBL.
- The Bank shall have a lien and right of set off on the PIS account of the customer for any amounts due by the customer to the Bank.
- Not to hold the Bank liable for any loss suffered on account of purchase/ sale of securities by Customer through PIS account or otherwise.
- I/We acknowledge and give consent to the Bank to obtain/disclose/share any all information pertaining to me/us from/with any Bank/financial institutions/credit bureaus/third parties for any purpose whatsoever. I/We further agree and grant consent to the Bank and/or its affiliates/contractors/service provides to hold/process my/our personal information including my/our account(s) on computer or otherwise for analysis, credit scoring and marketing. For any such information obtained/disclosed I/We agree and confirm that I/We will not hold the Bank responsible for the use/disclosure of such information.
- I/We shall indemnify and hold harmless the YES BANK Ltd against any direct losses costs or claims which bank might incur/suffer as result of my/our availing / using PIS.
- I/ We specially agree to hold YES BANK Ltd harmless and defend the bank from any and all costs, expenses and charges arising from or by reason of any claims by any third party with regard to infringement of PIS, and further agrees that YES BANK Ltd shall not be liable for any loss, 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 the client from entering or the Bank from executing an order or other conditions beyond Bank's control.
- The bank shall comply with instructions and procedures as laid down by Regulatory Authorities for the PIS from time to time.

Yours Sincerely,

(Signature of 1<sup>st</sup> Applicant)

(Signature of 2<sup>nd</sup> Applicant)

(Signature of 3<sup>rd</sup> Applicant)

**Fields marked “\*” are mandatory**

**1<sup>st</sup> Applicant Personal Details**

PIS approval required on:  NRE account  NRO account  NRE & NRO account (Both)

Residential Status of the applicant  NRI  PIO (If PIO, please fill in the PIO Declaration)

Full Name\* : \_\_\_\_\_

Overseas Address\* : \_\_\_\_\_

City\* : \_\_\_\_\_ Pin\*: \_\_\_\_\_

State\* : \_\_\_\_\_ Country\*: \_\_\_\_\_

Tel. No.\* : \_\_\_\_\_ (Office): \_\_\_\_\_ Extn.: \_\_\_\_\_  
(Include ISD/STD Code) (Residence) Country Code City Code Number Country Code City Code Number

Mobile No.\* : \_\_\_\_\_ E-mail ID\*: \_\_\_\_\_  
Country Code City Code Number

Local Address in India : \_\_\_\_\_

City : \_\_\_\_\_ Pin: \_\_\_\_\_

State : \_\_\_\_\_ Country: \_\_\_\_\_

Nationality\* : \_\_\_\_\_

Details of Current Passport\* : Passport No: \_\_\_\_\_ Place of Issue: \_\_\_\_\_  
 Date of Issue: \_\_\_\_\_ Issued by: \_\_\_\_\_  
 Country of residence as stated in Passport: \_\_\_\_\_ Country of Birth: \_\_\_\_\_

Number of years abroad : \_\_\_\_\_ Years \_\_\_\_\_ Months

Occupation :  Employment  Business  Vacation  Others \_\_\_\_\_

Whether the applicant already holds any securities/ convertible debentures in Indian companies acquired through stock exchange with benefits of repatriation/without benefits of repatriation  
 YES  NO If Yes, (please attach a complete list of such securities/convertible debentures “Annexure I” indicating the name and address of the company, total number and face value of the securities/convertible debentures held along with reference number and date of RBI approval)

**2<sup>nd</sup> Applicant Personal Details**

Residential Status of the applicant  NRI  PIO (If PIO, please fill in the PIO Declaration)

Full Name\* : \_\_\_\_\_

Overseas Address\* : \_\_\_\_\_

City\* : \_\_\_\_\_ Pin\*: \_\_\_\_\_

State\* : \_\_\_\_\_ Country\*: \_\_\_\_\_

Tel. No.\* : \_\_\_\_\_ (Office): \_\_\_\_\_ Extn.: \_\_\_\_\_  
(Include ISD/STD Code) (Residence) Country Code City Code Number Country Code City Code Number

Mobile No.\* : \_\_\_\_\_ E-mail ID\*: \_\_\_\_\_  
Country Code City Code Number

Local Address in India : \_\_\_\_\_  
 \_\_\_\_\_  
 City : \_\_\_\_\_ Pin: \_\_\_\_\_  
 State : \_\_\_\_\_ Country: \_\_\_\_\_  
 Nationality\* : \_\_\_\_\_  
 Details of Current Passport\* : Passport No: \_\_\_\_\_ Place of Issue: \_\_\_\_\_  
 Date of Issue: \_\_\_\_\_ Issued by: \_\_\_\_\_  
 Country of residence as stated in Passport: \_\_\_\_\_ Country of Birth: \_\_\_\_\_  
 Number of years abroad : \_\_\_\_\_ Years \_\_\_\_\_ Months  
 Occupation :  Employment  Business  Vacation  Others \_\_\_\_\_  
 Relationship with Joint holders : 1<sup>st</sup> \_\_\_\_\_ 3<sup>rd</sup> \_\_\_\_\_

Whether the applicant already holds any securities/ convertible debentures in Indian companies acquired through stock exchange with benefits of repatriation/without benefits of repatriation  
 YES  NO If Yes, (please attach a complete list of such securities/convertible debentures "Annexure I" indicating the name and address of the company, total number and face value of the securities/convertible debentures held along with reference number and date of RBI approval)

### 3<sup>rd</sup> Applicant Personal Details

Residential Status of the applicant  NRI  PIO (If PIO, please fill in the PIO Declaration)

Full Name\* : \_\_\_\_\_  
 \_\_\_\_\_  
 Overseas Address\* : \_\_\_\_\_  
 \_\_\_\_\_  
 City\* : \_\_\_\_\_ Pin\*: \_\_\_\_\_  
 State\* : \_\_\_\_\_ Country\*: \_\_\_\_\_  
 Tel. No.\* : \_\_\_\_\_ (Office): \_\_\_\_\_ Extn.: \_\_\_\_\_  
 (Include ISD/STD Code) (Residence) Country Code City Code Number Country Code City Code Number  
 Mobile No.\* : \_\_\_\_\_ E-mail ID\*: \_\_\_\_\_  
 Country Code City Code Number  
 Local Address in India : \_\_\_\_\_  
 \_\_\_\_\_  
 City : \_\_\_\_\_ Pin: \_\_\_\_\_  
 State : \_\_\_\_\_ Country: \_\_\_\_\_  
 Nationality\* : \_\_\_\_\_  
 Details of Current Passport\* : Passport No: \_\_\_\_\_ Place of Issue: \_\_\_\_\_  
 Date of Issue: \_\_\_\_\_ Issued by: \_\_\_\_\_  
 Country of residence as stated in Passport: \_\_\_\_\_ Country of Birth: \_\_\_\_\_  
 Number of years abroad : \_\_\_\_\_ Years \_\_\_\_\_ Months  
 Occupation :  Employment  Business  Vacation  Others \_\_\_\_\_  
 Relationship with Joint holders : 1<sup>st</sup> \_\_\_\_\_ 2<sup>nd</sup> \_\_\_\_\_

Whether the applicant already holds any securities/ convertible debentures in Indian companies acquired through stock exchange with benefits of repatriation/without benefits of repatriation  
 YES  NO If Yes, (please attach a complete list of such securities/convertible debentures "Annexure I" indicating the name and address of the company, total number and face value of the securities/convertible debentures held along with reference number and date of RBI approval)

### Source of funds from which payments for securities / debentures to be purchased will be made

- (i) By remittances from abroad  YES  NO (ii) From non-resident bank account in India  YES  NO  
 (iii) Nature of account viz,  NRE  FCNR  NRO Accounts (iv) Account No \_\_\_\_\_  
 (v) Name & Address of the bank branch maintaining the account \_\_\_\_\_  
 \_\_\_\_\_

### 1<sup>st</sup> Applicant - The Person Of Indian Origin (PIO) Declaration (If Applicable)

I hereby declare that I am a Person of Indian Origin and confirm that: (Please pick a choice applicable to you)

- I held an Indian Passport in the past
- I/ my father / mother/ grandfather / grandmother \_\_\_\_\_ (name) \_\_\_\_\_ is / was a citizen of India by virtue of the Constitution of India or the Citizenship Act, 1955
- I am a spouse of an Indian citizen \_\_\_\_\_ (name) \_\_\_\_\_
- My spouse \_\_\_\_\_ (name) \_\_\_\_\_ held an Indian passport in the past.
- My spouse or my spouse's father/ mother / grandfather / grandmother \_\_\_\_\_ (name) \_\_\_\_\_ of is / was a citizen of India by virtue of the Constitution of India or the Citizenship Act, 1955
- I am attaching herewith the supporting documents to satisfy the above declaration /  I do not hold any document in support of my declaration.

I am providing below details in support of my claim \_\_\_\_\_.

Signature: \_\_\_\_\_

Name : \_\_\_\_\_  
Title First Name Middle Name Surname

Passport No : \_\_\_\_\_ Date:

### 2<sup>nd</sup> Applicant - The Person Of Indian Origin (PIO) Declaration (If Applicable)

I hereby declare that I am a Person of Indian Origin and confirm that: (Please pick a choice applicable to you)

- I held an Indian Passport in the past
- I/ my father / mother/ grandfather / grandmother \_\_\_\_\_ (name) \_\_\_\_\_ is / was a citizen of India by virtue of the Constitution of India or the Citizenship Act, 1955
- I am a spouse of an Indian citizen \_\_\_\_\_ (name) \_\_\_\_\_
- My spouse \_\_\_\_\_ (name) \_\_\_\_\_ held an Indian passport in the past.
- My spouse or my spouse's father/ mother / grandfather / grandmother \_\_\_\_\_ (name) \_\_\_\_\_ of is / was a citizen of India by virtue of the Constitution of India or the Citizenship Act, 1955
- I am attaching herewith the supporting documents to satisfy the above declaration /  I do not hold any document in support of my declaration.

I am providing below details in support of my claim \_\_\_\_\_.

Signature: \_\_\_\_\_

Name : \_\_\_\_\_  
Title First Name Middle Name Surname

Passport No : \_\_\_\_\_ Date:

### 3<sup>rd</sup> Applicant - The Person Of Indian Origin (PIO) Declaration (If Applicable)

I hereby declare that I am a Person of Indian Origin and confirm that: (Please pick a choice applicable to you)

- I held an Indian Passport in the past
- I/ my father / mother/ grandfather / grandmother \_\_\_\_\_ (name) \_\_\_\_\_ is / was a citizen of India by virtue of the Constitution of India or the Citizenship Act, 1955
- I am a spouse of an Indian citizen \_\_\_\_\_ (name) \_\_\_\_\_
- My spouse \_\_\_\_\_ (name) \_\_\_\_\_ held an Indian passport in the past.
- My spouse or my spouse's father/ mother / grandfather / grandmother \_\_\_\_\_ (name) \_\_\_\_\_ of is / was a citizen of India by virtue of the Constitution of India or the Citizenship Act, 1955
- I am attaching herewith the supporting documents to satisfy the above declaration /  I do not hold any document in support of my declaration.

I am providing below details in support of my claim \_\_\_\_\_.

Signature: \_\_\_\_\_

Name : \_\_\_\_\_  
Title First Name Middle Name Surname

Passport No : \_\_\_\_\_ Date:

## Terms & Conditions

- I/We solemnly declare that the particulars given above are true and correct to the best of my/our knowledge and belief and that I/We am/are citizen(s) of India/person(s) of Indian origin.
- I/We agree and undertake to ensure that my/our total holding of equity/preference securities/convertible debentures in any one Indian company that may be allowed to be purchased through stock exchange/s (including the equity/preference securities/convertible debentures already held, if any, in that company) with repatriation benefits shall, at no time exceed five per cent of the paid-up equity capital/paid-up value of each series of convertible debentures of that company. I/We further declare and undertake that I/We have not appointed and shall not appoint any other bank/authorized dealer as a designated bank for the purpose of PIS subject to the overall limit of 10 percent.
- I/We agree not to engage in short selling and we shall take delivery of securities purchased and make delivery of securities sold. I/We shall not transfer securities etc. held to my/our name by way of gift (except to my/our relatives as defined by section 6 of the companies Act 1956 or to a Charitable Trust duly registered under the laws in India) or sale under private arrangement without prior approval of Reserve Bank of India.
- I/We agree that share etc. acquired, under PIS will not pledged for giving loan to a third party without obtaining prior permission from the Reserve Bank of India.
- I/We agree to inform the Bank of transactions executed by me/us either directly or through our representative on the same day as the transaction has been executed. I/We understand that any delay in reporting the transaction to the designated branch may result in a profit/loss due to the Reserve Bank of India's or YES BANK Ltd's directive. I/We agree to incur the profit/loss while executing the said directive.
- I/We hereby authorize you to debit my/our bank accounts for payment of purchase consideration including bank charges as prescribed from time to time, brokerage or any other expenses in relation to maintain the above said PIS account and in settlement of claims arising from purchases/sale of securities.
- I/We acknowledge and give consent to the Bank to obtain/disclose/share any all information pertaining to me/us from/with any Bank/financial institutions/credit bureaus/third parties for any purpose whatsoever. I/We further agree and grant consent to the Bank and/or its affiliates/contractors/service providers to hold/process my/our personal information including my/our account(s) on computer or otherwise for analysis, credit scoring and marketing. For any such information obtained/disclosed I/We agree and confirm that I/We will not hold the Bank responsible for the use/disclosure of such information.
- I / We hereby declare that only permissible credits and debits, as mandated by relevant RBI guidelines and FEMA regulations, as amended from time to time, will be routed through my/our NRO account with YES BANK LTD.
- YES BANK will recover its fees/ charges applicable on each transaction including charges required for maintaining the PIS designated account by directly debiting my NRE / NRO savings account or any other account held by me with YES BANK.
- I / We agree to the exclusive jurisdiction of Laws of India and courts of Mumbai for resolving any dispute that arises out of the present arrangement.
- I/We understand that the above account will be open on the basis of statement / declaration made by me also agree if any of the statement / declaration made herein is found to be incorrect in material particulars you are not bound to pay me any interest on the deposits made by me.
- I/We agree to abide by the provisions of the portfolio investment scheme.
- I/We hereby undertake to intimate you about my/our return to India for permanent residence immediately on arrival.
- I/We hereby state that I/We shall not maintain any other PIS Account with any other bank. I / We understand that only one PIS Account is permitted with any bank in India, at any given point of time.
- I/We hereby state that this account is solely for the purpose of my investments in the secondary markets and that no other transactions of any other nature will be routed through these accounts.
- I/We hereby agree to comply with all statutory regulations and requirements pertaining to the PIS Accounts as applicable from time to time. I/We also undertake to provide all the necessary documents / clarifications whenever required by the bank. I/ We also state that I/We are solely liable for any non-compliance of the SEBI / RBI as well as FEMA guidelines or any other relevant directives / guidelines that may be in force on account of my PIS Accounts and shall be solely liable for any action initiated by any of the regulatory authorities concerned.
- I /We hereby, indemnify and hold the bank harmless from any and all claims and state that the bank shall not be liable for any loss, actual or perceived, caused directly or indirectly by equipment failure, communication line failure, system failure, internet failure, securities failure or internet, unauthorized access or any other problem, technical or otherwise.
- I /We understand that the Portfolio investment scheme is available only to Non Resident Indians desirous of investing in the secondary markets in India.
- I/We understand that I have to maintain a separate Savings PIS Accounts (NRE / NRO) for purpose of investments in secondary markets on repatriation and non repatriation basis respectively apart from maintaining the Savings NRE / NRO accounts.
- I/We understand that Funds Transfer from and to SBNRE PIS Accounts and SBNRO Accounts and Funds Transfer from and to SBNRO PIS Accounts and SBNRO Accounts and any debits / credits permitted or required to be done by the bank are the only permissible transactions permitted to me in the PIS accounts.
- I/We agree that if this account is a transfer from any other bank to your bank, then I/We shall furnish a No Objection Certificate from my present bankers along with date, quantity, name and cost of acquisition of the shares held, with a latest copy of the Demat statement of securities held in My/our accounts shall be opened only after closure of the existing PIS account.
- I/We shall only do delivery based transactions and no intra-day purchase / sell or vice versa shall be done by me/us.
- I/We shall ensure that sufficient balances are maintained in the PIS Accounts over and above the Average quarterly minimum balance while placing purchase requests with my/our broker.
- I/We shall ensure that my depository account (demat account) contains free shares for delivery, prior to placing any sale order with my broker.
- I/We agree that any costs charged by the broker on account of trading mismatch shall be debited to my account.
- I/We state that I shall not involve nor hold the bank responsible for any dispute between I/We and my/Our Broker.
- I/We hereby agree to intimate the bank in writing of any change in the name of my broker and his details. I/ We shall provide a renewed standing instructions for the same.
- I/We shall inform the bank the nature of all shares (Rights / Bonus / IPO's etc.) purchased or sold. The Bank may report to the RBI only those shares acquired under PIS through secondary markets.
- I/We shall advise the bank of the status of the shares purchased / sold with regard to repatriation or otherwise to facilitate proper reporting under NRE / NRO PIS to the RBI.
- I/We shall report all secondary market transactions done through SEBI registered stock broker on recognized stock exchange and on the same day arrange to submit the original/ digital contract note of the transactions to the Bank.
- I /We shall not hold the bank responsible for any follow up for delivery of shares purchased neither the bank will be held responsible to monitor the credit of shares due to corporate actions or otherwise.
- I / We understand that no net credits / debits for the days transactions shall be permitted. All individuals transactions in the PIS Accounts shall be reflected at their full value.
- I/We understand that no cheque books / International Debit card shall be issued under this scheme.
- I/We understand that debits to the PIS Accounts on account of payment to the brokers shall be made only on receipt of contract note in respect of the purchase.
- I/We may give a standing instructions to the bank to debit my/our PIS Accounts for equivalent value of contract note for purchase transactions received from SEBI registered stock broker.
- I/We authorize you to deduct tax at source wherever applicable, at rates notified by the government from time to time. I/We understand that the Tax shall be calculated on a First in first out (FIFO) basis on account of sale of the respective shares.
- I/We understand that no set-off of any capital loss will be allowed against capital gains arising out of secondary market transactions.
- I/We agree to adhere to the RBI guidelines restrictions on purchase of shares (check site [www.rbi.org.in](http://www.rbi.org.in))
- I/We understand that if by oversight, I purchase share banned by RBI for purchase by NRI's, I shall arrange to sell the same immediately and losses, if any on account of such transactions will be borne by me/us.
- I/We agree that in case of late reporting by me, the date of reporting be considered as the date of purchase for the calculation of Capital Gain Tax.
- I/We hereby confirm that I/We have read and understood the Terms and Conditions pertaining to the PIS Accounts, mentioned in this form and signed as my agreeing to comply with them.
- I/We further agree to abide by aforesaid terms & condition in addition to terms & conditions already agreed to be adhered by me/us in the application for PIS.

(Signature of 1<sup>st</sup> Applicant)

(Signature of 2<sup>nd</sup> Applicant)

(Signature of 3<sup>rd</sup> Applicant)

Date:

Place:

DEBIT INSTRUCTIONS

Date:

The Manager,
YES BANK Ltd
Nehru Centre,
Mumbai,

Dear Sir/Madam,

Ref: PIS Account No \_\_\_\_\_

With reference to the above account I / We having registered with the following authorized stock brokers with whom I / We deal for PIS transactions.

STOCK BROKER INFORMATION

Broker Name : [grid]
Broker Address : [grid]
Tel No. (Include ISD/STD Code) : [Country Code][City Code][Number] Fax No.: (Include ISD/STD Code) [Country Code][City Code][Number]
Mobile No. : [Country Code][City Code][Number]

hereby authorize you till further instruction in this regard, to make payment to above mentioned brokers on mere receipt of original / digital contract notes / bills issued in our favour without going into the question of validity, propriety, genuineness, authenticity, legality, sufficiency or form of correctness of the same by debiting my/our above mentioned PIS account.

- 1. I / We hereby state that YES BANK Ltd. is not required to follow up or keep track of the deliveries of securities / debentures for which payment is made.
2. I / We hereby authorize you to honor all claims in the form of contract notes for purchases received from my share broker M/s \_\_\_\_\_ having SEBI registration no \_\_\_\_\_ and its registered office at \_\_\_\_\_, who have been authorized by me/us to execute sale and purchase transactions of shares on my/our behalf.
3. I / We hereby authorize you to debit my NREPIS / NROPIS Account No \_\_\_\_\_ to the equivalent value of the purchase contract received from the aforesaid Stock broker and issue a banker's cheque favoring my above mentioned Stock Broker / transfer to the above mentioned broker's account for the purchase value as and when such purchase contract are presented by the above broker to the Bank.
4. I / We further authorize you to accept and credit to my account cheques / transfer received from the said broker representing sale proceeds of shares sold on my behalf.
5. I / We hereby authorize you to allow my above mentioned broker to have a "view only" access to my PIS Account.
6. I / We hereby authorize you to disclose or share the outstanding balance in my above account to my above mentioned broker whenever required by them.
7. I / We hereby authorize you to debit my SB NRE / SB NRO Account no. and transfer the funds to my/our above NRE PIS / NRO PIS Account as and when funds are required on account of purchase of shares through the secondary market and for recovery of your charges on account of my PIS accounts.
8. I / We hereby solemnly declare that I / We, our legal heirs, executors agree to indemnify and keep you indemnified against any loss, damage, costs, charges (including reasonable legal fees) that may be suffered by you and against any claims, suits, proceedings or actions that may be instituted against you as a result of your acting on this letter.
9. I / We further confirm that I / We shall not raise any objection or a claim against YES BANK Ltd. for acting on such instructions and in debiting and crediting my account. I / We confirm that I / we shall ratify all the credits and debits which YES BANK Ltd. may carry out based on the instructions of this Debit Authority and it shall be deemed as if the said transactions have been carried out by me/ us.
10. I / We confirm that this Debit Authority shall remain binding and irrevocable till such time this said Debit Authority is revoked in writing by me/ us. I / We confirm that notwithstanding the revocation YES BANK Ltd. shall continue to be indemnified for all the actions done prior to the said revocation.

Yours faithfully,

(Signature of 1st Applicant) (Signature of 2nd Applicant) (Signature of 3rd Applicant)



**FEE SCHEDULE FOR PORTFOLIO INVESTMENT SCHEME - NRI CUSTOMERS Effective from August 2008.**

Sr. No.	Fee Head	Fees
1	PIS approval Issuance Fee (One Time)	Nil
2	Annual Account Maintenance Fee	₹ 500/-
3	Transaction Fee	₹ 100/- per Contract Note
4	Renewal of PIS Permission	Nil

\* Plus taxes as applicable

**Terms & conditions:**

- 1) Charges/services standards are subject to revision at Bank' sole discretion and as informed by circular sent by ordinary post.
- 2) Account Maintenance fees are non refundable and levied on a financial year basis
- 3) Fees for issuing approvals and annual maintenance will be debited annually, while fees for processing the sale proceeds will be debited each time the transaction is processed.
- 4) All fees will be debited to the designated savings account.
- 5) The above charges are independent of the demat account charges and the broker fees.
- 6) The above transaction charges & CA certificate charges will also be levied in case of
  - a) Processing of sale proceeds purchased through Primary market.
  - b) Processing of sale proceeds purchased through Primary market as a resident/ non resident / inherited.
  - c) Processing of sale proceeds of ESOP securities.
- 7) Flat annual fees will be levied for entire year from the date of account opening.

I/We have accepted and agree to be bound by the above schedule of charges and terms & conditions

.....  
(Signature of 1<sup>st</sup> Applicant)

.....  
(Signature of 2<sup>nd</sup> Applicant)

.....  
(Signature of 3<sup>rd</sup> Applicant)

**Terms and Conditions for Instructions to be given by Fax, Telephone and Other forms of Electronic Communications**

To,

YES BANK Limited

Not with standing anything to the contrary contained in any other document/agreement, I/we, the undersigned, hereby request and authorize you to act and rely on any instructions or communications for any purpose (including but not limited to the instructions/communications pertaining to the operation of all my/our accounts or to any other facilities or services that may be provided by you from time to time) which may from time to time be or purport to be given by telephone, facsimile, untested telexes and faxes, telegraph, cable or any other form of electronic communication by me/us (including such instructions/communications as may be or purported to be given by those authorized to operate my/our account(s) with you)("Instructions").I/We understand and acknowledge that there are inherent risks involved in sending the Instructions to you via telephone, facsimile, untested telexes and faxes, telegraph, cable or any other form of electronic communication and hereby agree and confirm that all risks shall be fully borne by me/us and I/we assume full responsibility for the same, and you will not be liable for any losses or damages including legal fees arising upon your acting, or your failure to act, wholly or in part in accordance with the Instructions so received.

In consideration of you agreeing, subject to the terms and conditions here under, to act upon the Instructions as aforesaid, I/we here by irrevocably agree and undertake:

That you shall be entitled to act or refuse to act as you see fit, without incurring any liability whatsoever to me or to any other person, upon any Instructions for any purpose which may from time to time be or purport to be given by telephone, facsimile, untested telexes and faxes, telegraph, cable or any other form of electronic communication by me/us (including such Instructions as may be or purported to be given by those authorized to operate my/our account (s)with you),even if such Instructions or Communications are not followed up by written confirmation to you.

- 1) That the Instructions shall be conclusively presumed for your benefit to be duly authorized by and legally binding on us, and we shall be fully responsible for the same.
- 2) You shall not be responsible to ensure the authenticity, validity or source of any Instructions and shall not be liable if any Instructions turned out to be unauthorized, erroneous or fraudulent.
- 3) That you shall be entitled (but not obliged) to keep records of our Instructions given or made by telephone, facsimile, untested telexes and faxes, telegraph, cable or any other form of electronic communication in such form, physical or electronic, as you may in your sole discretion deem fit, and your records shall be conclusive and binding on me/us.
- 4) You shall be entitled to dispose of or destroy any such records at any time as determined by you at your sole discretion; that you shall be authorized to disclose all instructions as you may deem fit, to your affiliates, counter parties, service providers, regulators and other authorities or where you are required by law to do so.
- 5) That you shall be entitled to require any Instruction in any form to be authenticated by use of any password, identification code or test as may be specified by you from Time to time and I/we shall ensure the secrecy and security of such password, code or test and I/we shall be solely responsible for any improper use of the same;
- 6) That, notwithstanding the above, you may, under circumstances determined by you in your absolute discretion, require from me/us confirmation of any of any Instructions in such form as you may specify before acting on the same; and we shall submit such confirmation to you immediately upon receipt of your request.
- 7) Pursuant to receipt of Instructions, you shall have the right but not the obligation to act up on such Instruction.
- 8) Such other terms as provided under www.yesbank.in

.....  
(Signature of 1<sup>st</sup> Applicant)

.....  
(Signature of 2<sup>nd</sup> Applicant)

.....  
(Signature of 3<sup>rd</sup> Applicant)

ANNEXURE I

To be filled only in case of existing holding

FOR SECURITIES PURCHASED THROUGH PRIMARY MARKET/SECONDARY MARKET ON REPATRIABLE BASIS (NRE) THOUGH RESIDENT / NON-RESIDENT STATUS OR THROUGH IN INHERITANCE

Table with 8 columns: Name of Company, No. of Shares, Purchase Date (DD/MM/YYYY), Status Resident/ Non-Resident, Cost of acquisition- Purchase, Primary / Secondary, \* RBI Approval No., Details of Broker and Contract Notes.

Account Holders Signatures:

(Signature of 1st Applicant)

(Signature of 2nd Applicant)

(Signature of 3rd Applicant)

FOR SECURITIES PURCHASED THROUGH PRIMARY MARKET/SECONDARY MARKET ON NON-REPATRIABLE BASIS (NRO) THOUGH RESIDENT / NON-RESIDENT STATUS OR THROUGH IN INHERITANCE

Table with 8 columns: Name of Company, No. of Shares, Purchase Date (DD/MM/YYYY), Status Resident/ Non-Resident, Cost of acquisition- Purchase, Primary / Secondary, \* RBI Approval No., Details of Broker and Contract Notes.

Account Holders Signatures:

(Signature of 1st Applicant)

(Signature of 2nd Applicant)

(Signature of 3rd Applicant)

(FOR BANK USE ONLY)

We hereby certify that the correctness of the above account related particulars and recommend the granting of the approval.

Customer Id: .....

Permission No. ....

NRO PIS Account No. ....

Date: .....

Place: .....

Date: .....

(Signature of the Authorized Official)

Name: .....

Designation: .....

Name & Address of Designated Branch: .....