

PORTFOLIO INVESTMENT SCHEME (PIS)

For Investment in Secondary Market by Non-Resident Indians

The Portfolio Investment Scheme (PIS) allows NRIs to invest in shares of Indian companies, in secondary market, under repatriation or non-repatriation basis through a registered stock broker on a recognized stock exchange. NRIs can invest on repatriation basis under PIS route up to 5% of the paid up capital/paid up value of each series of debentures of listed Indian companies, within overall permissible limits, subject to compliance of RBI guidelines. The NRI investor has to take delivery of the shares purchased and give delivery of shares sold.

The investment on repatriation basis has to be made by way of funds from inward remittance of foreign exchange through normal banking channels or out of funds held in NRE/FCNR (B) account maintained in India.

Some key features of NRE PIS are given below:

- ✓ Shares purchased by NRIs on the stock exchange under PIS cannot be transferred by way of sale under private arrangement or by way of gift to a person resident in India or outside India without prior approval of RBI.
- ✓ NRIs have to open a NRE PIS account for the purpose of investments in secondary market on repatriation basis. For the purpose of investments in secondary market on non-repatriation basis, investments has to be directly made from NRO Savings Bank (SB) account. NRE PIS account is independent of NRE Savings Bank (SB) account which NRIs can maintain for their other needs. The PIS account will capture the proceeds of share sale/purchase transaction and such transactions will be reported by the Bank to the RBI.
- ✓ The NRI cannot maintain multiple PIS accounts with different banks. Both purchase and sale contract notes, in original, should be submitted by the NRI within 24/48 hours of execution of the contract to the designated branch with whom the PIS account is maintained. The onus is on the NRI for submission of contract notes to the designated branch of the AD bank.

SBI offers the facility of opening NRE-PIS account for its NRI customers who have a KYC compliant NRE Savings Bank (SB) account being maintained with the bank. For new customers, all these accounts can be opened simultaneously. The PIS account is mapped with the NRE Savings Bank (SB) account being maintained with any of SBI branch, to enable the customer to execute trades. The PIS account is to be used for settling funds arising out of sale/purchase transactions.

Schedule of Charges for PIS account	
Annual PIS account maintenance fee (applicable from second year onwards)	₹1000/- + Service Tax
PIS / RBI approval fee	₹750/- + Service Tax
Please Note: The above charges are independent of the Demat Account, Trading/Transaction fees and other charges to be recovered by the broker.	
I/We confirm having read and understood the above stipulations and agree to abide by the same.	
Signature of 1 st Applicant & Date	Signature of 2 nd Applicant & Date

Application for opening of PIS account and permission to deal in shares in secondary market under the Portfolio Investment Scheme (PIS)

{This form is to be used by existing NRE SB account holders provided their existing account is KYC compliant, specimen signature in this account opening form matches with the signature in existing CIF and there is no change in any of other details such as postal address, passport, visa etc. For new customers, the PIS account opening request can be submitted simultaneously with the new NRE account application}

Name of first applicant: _____

Name of second applicant: _____

Mode of Operation:

Self only
 Either or Survivor
 Any one or Survivor
 Jointly
 Former or Survivor
 Other _____

Details of existing NRE account to be mapped with PIS: _____

Please mention your home branch name/code: _____

Add Nominee: Yes (Please fill Nomination form (DA-1) on page no 3) No

I/We hereby request you to please open an NRE-PIS account as mentioned above and map to my/our NRE SB account.

- Documents being enclosed along with:**
1. Application on RPI along with details of existing shareholding (if any).
 2. Acceptance of Declarations-cum-Undertakings for opening of PIS account & scale of fees/charges.
 3. Details of broker with which Demat & Trading account is to be opened / maintained on page no 11.

Date: _____

Place: _____

Signature of 1 st Applicant	Signature of 2 nd Applicant
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FOR OFFICE USE		
To be filled by Sourcing Branch	To be filled by NRI Mumbai Branch	
It is confirmed that the above NRE SB A/c is KYC Compliant. Verifying Official's Name & Designation: _____ SS No: _____ Date: _____ _____ Signature & Branch seal	Application received on: _____ PIS A/c No: _____ Name of broker: _____ Demat A/c No: _____ Trading A/c No: _____ Accounts mapped on: _____ PIS permission issued on: _____	Sourcing Branch Informed on: _____ Official's Name & Designation: _____ _____ SS No: _____ Date: _____ _____ Signature & Branch seal

Request for Nomination (Form DA – 1) in NRE PIS account

Nomination under section 45ZA of the Banking Regulation Act, 1949 and Rule 2(1) of the Banking Companies (Nomination) Rules, 1985 in respect of bank deposits. I/We *<name & address of depositor>* _____

_____ nominate the following person to whom in the event of my/our/minor's death the amount of the deposit, particulars whereof are given below, may be returned by State Bank of India *<name & address of the branch in which deposit is held>* _____.

Details of Account*	Type of Account	Account Number	Additional Details (if any)

Details of the Nominee*			
Name		Date of Birth	
Relationship with depositor		Address	
City		State	
PIN		Country	

As the nominee is a minor on this date, I/We appoint Shri./Smt./Kum. _____ age: _____ years, residing at _____

_____ to receive the amount of deposit on behalf of the nominee in the event of my/our/minor's death during the minority of the nominee.

Date: _____

Place: _____

Signature of 1 st Applicant*	Signature of 2 nd Applicant*
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<p>_____ Signature/Thumb impression of 1st witness**</p> <p>Name: _____</p> <p>Address: _____</p>	<p>_____ Signature/Thumb impression of 2nd witness**</p> <p>Name: _____</p> <p>Address: _____</p>
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*Where deposit is made in the name of a minor, the nomination should be signed by a person lawfully entitled to act on behalf of the minor.

** Thumb impression (s) shall be attested by two persons.

Application for NRE-PIS account (RPI)

Application from non-resident Individuals of Indian nationality or origin (NRIs) for purchase of eligible securities @ through stock exchange/s in India with repatriation benefits:

1. Particulars of the NRI :

S. No	Particulars	First holder	Second holder
i	Full Name		
ii	Overseas address		
iii	Nationality		
iv	Details of current passport		
	Passport number		
	Place & date of issue		
	Issued by		
	Country of residence as stated in the passport		
	Country of birth		
v	If the applicant is not a citizen of India, the basis [#] on which he/she claims to be a person of 'Indian Origin'		
vi	Whether resident outside India permanently; if not, since when residing abroad		
vii	Occupation (employment business, vocation etc.)		
viii	Relationship with other joint holders		

2. Source of funds from which payment for shares/ debentures to be purchased will be made:

S. No	Particulars	First holder	Second holder
i	By remittances from abroad		
ii	From non-resident bank account in India		
	Nature of account viz. NRE/FCNR account		
	Account number		
	Address of the bank branch maintaining the account.		

3. Whether the NRI applicant already holds any eligible securities acquired through stock exchange with benefit of repatriation/without benefit of repatriation. If so, please fill in below section or attach in a separate sheet mentioning complete list of such shares/convertible debentures indicating the name and address of the company, total

number and face value of the shares/convertible debentures held along with reference number and date of RBI approval:

Company Name	Number of Shares	Date of purchase (DD-MM-YYYY)	Face Value	Acquisition Price	RBI Approval Number

- | |
|---|
| <p>(i) 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.</p> <p>(ii) I/we hereby undertake that I/we have no dealing/will not deal with any other designated branch/bank under PIS.</p> <p>(iii) I/we agree and undertake to ensure that my/our total holding of equity/preference shares/convertible debentures in any one Indian company that may be allowed to be purchased through stock exchange/s (including the equity/preference shares/convertible debentures already held, if any, in that company) with repatriation benefits shall at no time, exceed five per cent of the paid-up capital/paid up value of each series of convertible debentures of that company.</p> |
|---|

Place: _____

Date: _____

[Signature of the applicant (s)]

@ The eligible securities will include shares/debentures/bonds of Indian companies, Govt. securities (other than bearer securities) treasury bills/units of public sector/private sector Mutual Fund scheme including units of UTI.

*Local address may be given if the second, third holder is resident in India.

#Note: For the purpose of the facility of investment in shares and securities, a person (not being a citizen of Pakistan or Bangladesh) shall be deemed to be of 'Indian origin' if (a) he, at any time, held Indian passport, or (b) he or either of his parents or any of his grandparents was an Indian and a permanent resident in undivided India at any time. A spouse (not being a citizen of Pakistan or Bangladesh) of a citizen of India or of a person of India origin will so be deemed to be of Indian origin even though she may be of non-Indian origin.

Declarations-cum-Undertakings for opening for PIS account

I/We do hereby solemnly declare and undertake as under:

- 1) The particulars furnished herein are true and correct.
- 2) I /We have no dealing with/ and will not deal with any other designated branch/bank under PIS.
- 3) I /We will ensure that total holding in shares/convertible debentures, both on repatriation and non-repatriation basis in any one Indian company at no time shall exceed 5 per cent of the paid up capital/ paid up value of each series of convertible debentures of that company.
- 4) I am/we are Non Resident Indian(s)/Person(s) of Indian Origin. I /We confirm that opening or maintaining of the account to facilitate investment in secondary market in India by us is not prohibited by the laws of my/our present country of residence and/or the applicable laws in India.
- 5) I/We agree to abide by the provisions of the NRE Accounts scheme and the Portfolio Investment Scheme as laid down by the RBI and as per the relevant Act and the Regulations as amended from time to time. I/We also agree that if any of the statements/declarations made herein are found to be incorrect, Bank is not bound to pay any interest on the deposits made by me/us and may also recover any interest credited earlier to the said account/s.
- 6) I/We hereby state that I/We shall not maintain any other NRE PIS account with any other Bank. I/We understand that PIS accounts are permitted with any one designated bank branch in India, at any given point of time.
- 7) I/We understand that I/We have to maintain a separate Savings NRE PIS account for the purpose of investments in secondary markets on repatriation and non-repatriation basis respectively. No other transactions of any other nature will be routed through these accounts.
- 8) I/We understand that no cheque books and ATM-cum-Debit card shall be issued with PIS SB Accounts & no third party transactions will be made by me/us.
- 9) I/We authorize the bank to debit all types of bank charges/commission/fees payable by me/us specifically to my/our NRE Savings Bank Account (that can be maintained by me at any branch of SBI) that is linked to the NRE PIS Account. I/We undertake that adequate balance shall be maintained by me/us in the respective Savings Bank accounts to facilitate the debiting of fees and service charges. The failure on part of me/us to maintain sufficient balances in these accounts shall not in any way impair the right of the Bank to claim/recover the entire amount due, including interest and service charges in full, by any means in whatsoever manner, including by debit to any other accounts maintained by me/ us with SBI.
- 10) I/We further undertake that we will seek to put through only such of those transactions which are within the RBI guidelines of 'Permissible Credits' and 'Permissible Debits' for PIS accounts.

Signature of 1st Applicant & Date

Signature of 2nd Applicant & Date

- 11) I/We undertake to provide all the necessary documents/clarifications whenever required by the Bank. I/We understand that the PIS account will be used only for bonafide transactions relating to PIS that does not involve any violations of the provisions of any Government/Exchange Control Regulations and I/We shall be solely liable for any action initiated by any of the regulatory authorities concerned. I/We also state that I/We am/are solely liable for any non-compliance of the SEBI/RBI Regulations as well as FEMA Regulations or any other relevant directives/guidelines that may be in force on account of my/our PIS account.
- 12) I/We agree and confirm to bear any losses or claims that may arise directly/indirectly on account of the Bank acting on any instructions received by fax or any electronic media given by me/us or on my/ our behalf and agree to keep the Bank indemnified from any such losses and/or claims.
- 13) While opening PIS Account with SBI I/We would ensure that all my/our shares would be held in dematerialized form and no shares would be held in physical form. I/We would also ensure that inter-demat transfers would not be carried out by me/us under the PIS scheme within my/our other Demat accounts (PIS/Non-PIS) or to any third party through Delivery Instruction slip (DIS) or otherwise. I/ We confirm that I/We have no dealing with any other designated branch/bank under PIS and I/We will not deal with any other branch/bank till my/our account with SBI exists.
- 14) My/our accounts shall be opened and I/We shall start trading on recognized Stock Exchange only after closure of my/our existing PIS account (if any) with the previous bank and on receipt of intimation from SBI.
- 15) I/We agree that if PIS account is transferred from any other Bank to SBI then I/We shall furnish a 'No Objection Certificate' from my/our present banker along with relevant Annexure as specified by the Bank with a latest copy of the Demat statement of securities.
- 16) I/We shall not undertake the following transactions, either intentional or otherwise:
 - a. Non delivery based transactions
 - b. Intra-day purchase & sale or vice versa
 - c. Speculative transactions
 - d. Short-selling transactions
 - e. Same day square-off
- 17) I/We shall not purchase Banned/Cautioned scrips that are prohibited by RBI. In case of default, I/We shall arrange to sell the same immediately and losses and applicable charges, if any, on account of such transactions will be borne by me/us and I/We shall be responsible for legal consequence, if any. Further, the First-In-First-Out (FIFO) method of Capital Gain computation shall be effected and accordingly Tax shall be deducted at source.
- 18) In case of delay, default, non-provision of details from Me/Us/Broker within prescribed time, I/We shall be solely responsible for the following consequences:
 - a. FIFO method of Capital Gains computation (period of holding) for such transactions and subsequent transactions shall be impacted
 - b. Tax may be deducted on gross sale proceeds at the maximum marginal rate.

Signature of 1st Applicant & Date

Signature of 2nd Applicant & Date

- c. Any delayed credit to my/our respective accounts. Further, the sale proceeds may be credited to my/our Non-Repatriable Account(s) or shall be kept on hold by the Bank till I/We submit required details to the Bank.
 - d. Additional fee/charges, if any, charges by the Bank without holding the Bank responsible for the same.
 - e. Incorrect Reporting to RBI and non-compliance with respect to other Legal entities like Company Law, FEMA, Income Tax.
 - f. Any legal consequences, be it tax-related, interest, penalty, prosecution or otherwise.
- 19) In case I/We wish to acquire Cautioned scrips or Gift shares as per the relevant statute, I/We would take specific permission from RBI for the same.**
- 20) I/We understand and will ensure that :**
- a. Purchase of equity shares in an Indian company, both repatriation and non-repatriation basis by me/us shall not exceed 5 per cent of the paid up capital of the company subject to an overall ceiling of 10 per cent of the total paid-up capital of the company concerned by all NRIs both on repatriation and non-repatriation basis taken together.
 - b. Purchase of convertible debentures of each series of an Indian company both repatriation and non-repatriation basis by me/us shall not exceed 5 per cent of the total paid -up value of convertible debentures subject to an overall ceiling of 10 per cent of the total paid –up value of each series of the convertible debentures issued by the Indian company concerned by all NRIs both on repatriation and non-repatriation basis taken together.
 - c. Shares /convertible debentures purchased shall be held and registered in my/our name only.
 - d. Shares /convertible debentures acquired by me/us under the Scheme shall not be transferred out of my/our name by way of gift except to my/our close relatives as defined in Section 6 of the Companies Act, 1956, as amended from time to time or Charitable Trust duly registered under the laws in India with prior approval of AD bank. Shares /convertible debentures acquired by me/us under the Scheme shall not be transferred out of my/our name by way of sale under private arrangement without prior approval of the Reserve Bank.
 - e. Shares /convertible debentures acquired by me/us under the Scheme shall not be pledged for giving loan to a third party without prior permission of the Reserve Bank.
 - f. Both purchase and sale contract notes, in original, will be submitted by me/us within 24/48 hours of execution of the contract to my/our designated branch with whom my/our PIS account is maintained. The onus is on me/us for submission of contract notes to the designated branch of the AD bank.

Signature of 1st Applicant & Date

Signature of 2nd Applicant & Date

g. Amounts due to sale proceeds of shares/convertible debentures which have been acquired by modes other than PIS, such as underlying shares acquired on conversion of ADRs/GDRs, shares/ convertible debentures acquired under FDI Scheme, shares/ convertible debentures purchased outside India from other NRIs, shares/ convertible debentures acquired under private arrangement from residents/non-residents, shares/ convertible debentures purchased while resident in India, do not get credited/debited in the accounts opened exclusively for routing the PIS transactions.

- 21) I/We authorize the bank to put hold on my/our NRE PIS account, if there is any change in PIS balance (debit / credit) but contract note for the corresponding change is not submitted to the Bank my me/us within 48 hours of execution of transaction (buy/sell).
- 22) I/We shall ensure that sufficient balances to cover full purchase consideration of securities are maintained in the NRE PIS Savings Bank Accounts while placing purchase requests with my/our broker.
- 23) I/We authorize the bank to debit my/our NRE PIS account for equivalent value of contract note for purchase transactions received from SEBI registered stock broker.
- 24) I/We shall ensure that my/our depository account (Demat account) contains free shares for delivery, prior to placing any sale order with my/our broker.
- 25) I/We also state that I/We shall not involve or hold the bank responsible for any dispute between me/us and my/ our broker.
- 26) I/We shall intimate the bank about any change in the status of security holdings on account of Corporate Actions or otherwise (IPO/FPO, Rights, Split, Bonus, De-merger, amalgamation, Buy Back, ESOP, Inheritance, Gift, etc.) to facilitate proper reporting under NRE PIS to RBI and Capital Gain computations as per the Income Tax Act, 1961.
- 27) 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 contract note of the transactions to the Bank from such stock broker.
- 28) I/We hereby state that I/We shall not hold the bank responsible for any loss on account of non-reporting of the purchase of shares (Rights/IPO/Secondary markets etc.) before their sale. I/We agree that in case of late reporting by me, the date of reporting/date of dematerialization (whichever is later) be considered as the date of acquisition for the calculation of Capital Gains Tax.
- 29) I/We understand that no net credits/debits for the day's transactions shall be permitted i.e., gross settlement shall be done. All individual transactions in the PIS accounts shall be reflected at their full value.
- 30) I/We authorize the Bank to calculate the tax on First-In-First-Out (FIFO) basis and deduct tax at source wherever applicable, at the rates notified by the government from time to time. For the purpose of deduction of tax at source losses arising through individual transaction on same day or otherwise will not be set-off against gains, if any arising from other transactions in the PIS on same day or otherwise. I/ We also agree to indemnify the Bank for any loss or claim on account of short or excess deduction of TDS.

Signature of 1st Applicant & Date

Signature of 2nd Applicant & Date

- 31) I/We understand that SBI can outsource the tax calculation and related activities (viz. calculation of capital gains tax, issue of CA Certificate, compiling data for RBI reporting, etc.) to a Chartered Accountancy Firm specialized in PIS Services who may have access to my/our account/transaction details. I/We would not have any objection in the said agency knowing/referring my/our account details and would not hold SBI/CA firm liable in any manner in this regard.
- 32) I/We agree to adhere to the RBI guidelines and restrictions on purchase of shares (Banned/Caution) and shall refer RBI website before dealing on recognized stock exchange (check site <http://www.rbi.org.in>) or any other website notified in future.
- 33) I/We understand that if I /we am/are unable to provide the proof of scrips held by me/us in my/our NRE PIS account then I/ we would not be permitted to repatriate such funds out of India or transfer to any other NRE accounts.
- 34) Any changes such as residential status, name/address/e mail ID, telephone numbers, contact person, etc., in any of my/our Accounts shall be intimated to the Bank immediately.
- 35) I/We understand that the Bank may at its absolute discretion, discontinue any of the services completely or partially without any notice to me/us, outsource or appoint other professional to carry out all or any of the work related to PIS.
- 36) I/We specifically agree and confirm that any matter or issue arising hereunder shall be governed by and construed exclusively in accordance with the Indian laws and shall be subject to the jurisdiction of the Courts within the Republic of India.
- 37) I/We undertake to hold the bank harmless against any direct losses, costs or claims which bank might incur/suffer as a result under PIS and/or on account of failure to inform or the delay in furnishing/intimating any information herein undertaken.
- 38) I/We specifically agree to hold the bank harmless from any and all claims and agree 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, 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.
- 39) I/We do hereby declare that the information furnished in this form is true to the best of my/our knowledge and belief.
- 40) I/We hereby confirm that I/We have read and understood the above declaration cum undertaking pertaining to the PIS account mentioned in this form and signed as a token of my/our agreeing to comply with them.

Signature of 1st Applicant & Date

Signature of 2nd Applicant & Date

Stock Broker Details

Stock Broker Information:

Broker Name: _____

Broker Address: _____

SEBI Registration No: _____ **Contact Person:** _____

Email Address: _____

Mobile No: _____ **Tel No:** _____ **Fax No:** _____

Depository Participants Information:

DP Name: _____

DP ID*: _____ **Client ID*:** _____

DP Address*: _____

Contact Person: _____

Email Address: _____

Mobile No: _____ **Tel No:** _____ **Fax No:** _____

* I / We agree to provide this information to the Bank, as and when it is allotted to me / us.

I /We hereby acknowledge and confirm that we will deal with the broker as detailed above and authorise the bank to act accordingly in matters connected with conduct of my PIS account.

Date: _____

Place: _____

Signature of 1 st Applicant	Signature of 2 nd Applicant
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