

## **DTAA ANNEXURE**

CUST ID No \_\_\_\_\_ for financial year \_\_\_\_\_

### **DECLARATION**

(To be submitted afresh for every financial year)

To,

HDFC Bank Limited India (hereinafter referred to as “the Bank”)

I \_\_\_\_\_ son / daughter of \_\_\_\_\_  
aged \_\_\_\_\_ years, presently residing at \_\_\_\_\_  
\_\_\_\_\_ (Complete address) do hereby solemnly declare and affirm on oath as follows:

1. I am not a resident as well as deemed resident of India [in terms of provisions of section 6 of the Income-tax Act, 1961 (hereinafter referred to as the “Act”)] as I am a tax resident of \_\_\_\_\_ (country of tax residence) by reason of my domicile or residence or any other criteria of similar nature as prescribed to determine the residence in my country of tax residence.
2. My communication details are as under:

Email id	
Contact no.	

3. I am a resident of \_\_\_\_\_ (country of tax residence) as referred in Double Taxation Avoidance agreement entered into between India and \_\_\_\_\_ (country of tax residence) (hereinafter referred to as the “Treaty/ DTAA”).
4. I hereby submit the Tax Residency Certificate dated \_\_\_\_\_ valid from \_\_\_\_\_ to \_\_\_\_\_ as issued by the Tax authorities of \_\_\_\_\_ (country of tax residence) relevant for the captioned financial year and or other documents including self – declaration in Form 10F, if any, as prescribed under the Income-tax Act, 1961 to substantiate my country of tax residence
5. I am aware of the fact that the benefit of DTAA will be available till the validity of TRC or Form 10F whichever is earlier. On expiry of validity of TRC or Form 10F , I will submit the new valid TRC AND FORM 10F to avail DTAA benefit
6. I am the beneficial owner of the investments made by me in India/ income receivable by me from such investments in India.
7. The amount receivable is towards interest and/or capital gains (strike out, whichever not applicable) arising in India and falls under the definition of “Interest” as referred under the relevant Article on Interest and/or is covered under the scope of “transfer/ alienation of assets” as referred under the relevant Article on Capital Gains of the Treaty.

8. I confirm that none of the principal purposes of the transaction / arrangement / contract is to obtain tax benefit under the Treaty as contemplated in **\*\*Limitation of Benefits** clause of the Treaty. (Strike off if not applicable).

**Note :** *\*\* For the Limitation of Benefit clause you can check on the following website by selecting your country and subject as “Limitation of Benefit”*

<https://incometaxindia.gov.in/Pages/international-taxation/dtaa.aspx>

9. The place of assessment of my world income is \_\_\_\_\_.
10. I do not have any Permanent Establishment/ Fixed Base in India as per the DTAA.
11. I have not arranged my affairs only with the primary purpose of taking advantage/ tax benefit under the Treaty and /or for tax evasion and / or for tax avoidance.
12. I have not arranged the present transaction / arrangement / contract, so as to avoid General Anti-Avoidance Rule under Chapter X-A of the Act read with relevant Rules under the Income-tax Rules, 1962. Consequently, the transaction/ arrangement/ contract is not an impermissible avoidance arrangement as per the Act.
13. I have not undertaken any tax planning strategies that results into tax evasion, treaty abuse, or shifting of profits to low or no-tax locations including treaty abuse, base erosion and profit sharing strategies, etc. or similar such activities.
14. I undertake to promptly inform the Bank in writing should there be any change in the facts given above, including but not limited to change in tax residential status, nature of income, etc.
15. I grant irrevocable exclusive right to the Bank and further discretion to the Bank, to recover the tax and other charges arising on account of change in facts mentioned above, change in tax laws or interpretations thereof, from any amounts due to me or otherwise. I undertake to pay on demand by the Bank any shortfall between the amounts recovered by the Bank and the amount payable by me and indemnify and hold the Bank harmless from any loss on account of the change of facts/ change in tax laws or interpretations thereof.
16. In the event there is any income tax demand (including interest, charges or levies) raised in India in respect of these amounts, I undertake to pay the demand forthwith and indemnify and hold the Bank harmless from any income tax demand (including interest, penalty, charges or levies) raised in India on the Bank on account of any misstatement / misrepresentation/ errors of omission or commission by me or any other person, and confirm to provide the Bank with all information/documents that may be necessary for any proceedings before Income-tax / Appellate Authorities in India.
17. I also undertake to provide, if applicable, a fresh tax declaration (along with supporting documents) to the Bank immediately on expiry of the existing tax declaration submitted to the Bank. I confirm that my delay or failure to

provide such fresh tax declaration will allow the Bank to apply the income tax rate provided in the Act ignoring the lower rates in the tax treaty as well as recover the tax with penalty and interest if any. My claim for refund of excess Indian income tax, if any, will lie directly against the Indian income tax department, Ministry of Finance, Government of India and the Bank will not be liable for the same in any manner.

18. I confirm that, I have read and understood the provisions of the Double Taxation Avoidance Agreement (as amended by MLI provisions, if any) between India and \_\_\_\_\_ country of tax residence) and/or provisions of GAAR, copy of which has been made available to me.

I, \_\_\_\_\_ (name and address), hereby declare that the contents above are correct, complete and truly stated.

\_\_\_\_\_  
Name & signature of Non-resident Indian investor

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

Indian Income Tax Permanent Account Number (PAN): \_\_\_\_\_

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

**Important Notes:**

- This is NOT available / applicable to individuals who are either “Resident” or “Resident but Not Ordinarily Resident” in India, as defined under the Act.
- In case if you wish bank to deduct tax on conservative basis i.e. without claiming DTAA Benefit, you have an option of not submitting this indemnity. However, otherwise, it shall be presumed that you have accepted the Bank to indemnify.
- For referring to the applicable Treaty, click on the link. <https://www.incometaxindia.gov.in/Pages/international-taxation/dtaa.aspx>
- For understanding relevant provisions of the ITA as well as Rules, please click on following links:  
<https://incometaxindia.gov.in/pages/acts/income-tax-act.aspx>  
<https://www.incometaxindia.gov.in/Pages/rules/income-tax-rules-1962.aspx>
- Request you to kindly consult your CPA / CA / Tax consultant for further queries, if any.

**FORM 10F NEED TO BE GENERATED ELECTRONICALLY ONLY AS MANUAL FORM 10F WILL NOT BE ACCEPTED.**

Procedure to furnish form 10f electronically is as follows. Form 10 F is appearing in the registered accounts on the income tax e-portal

**Steps to be followed**

1. Nonresident assessee has to log into his account on <https://www.income tax gov in/iec/foportal>
  2. Go to e File Tab
  3. Select ‘Income Tax Forms’ Then select ‘File Income Tax Forms’
  4. Next, select ‘Persons not dependent on any Source of Income (Source of Income not relevant)’
  5. From the list of forms available, find Form 10 F
  6. Select the relevant Assessment Year (As on date, online Form 10 F can be filed only for AY 2022 23 Option to furnish the same for AY 2023 24 is not available)
  7. Fill the requisite details in Form 10 F Please note that copy of TRC has to be attached along with Form 10 F
  8. Verify/Sign Form 10 F
- As per Rule 131 of Income tax Rules, 1962 the prescribed forms (incl Form 10 F) have to be electronically furnished
- i. under digital signature, if the return of income is required to be furnished under digital signature or
  - ii. through electronic verification code in a case not covered under clause i