

DECLARATION FOR TRANSFER OF EQUITY INSTRUMENTS OF INDIAN COMPANY (FCTRS)



Branch: _____

Date:

Declaration for Transfer of Equity Instruments of Indian Company (FCTRS), Transfer of contribution of Limited Liability Partnership, from Non- Resident to Resident and Repayment of Convertible Notes, and transfer of Investment Vehicle Units

I/We have concluded a deal with (Insert Name and Country of the Non-Resident Seller) towards purchase of Equity instruments against their existing investments under Foreign Direct Investment as provided in the extant FDI Policy **FOREIGN EXCHANGE MANAGEMENT (NON-DEBT INSTRUMENTS) RULES, 2019** as amended from time to time issued by the Govt. of India

Sr No	Particulars	Information										
1.	Purchase Consideration (INR)											
2.	Account No. for processing transactions											
3.	Account number for debiting charges											
4.	Name of overseas Seller											
5.	Name of the investee company/LLP (Whose Equity instruments/ Contribution are getting transferred)											
6.	Number of equity instruments being bought											
7.	Purpose code of remittance & Description											
8.	Nature of equity instruments being bought	(<input type="checkbox"/> Equity Shares, <input type="checkbox"/> CCPS, <input type="checkbox"/> CCDS, <input type="checkbox"/> Convertible Notes, <input type="checkbox"/> INVI Units, <input type="checkbox"/> Contribution in LLP)										
9.	Automatic Route or Government route (If Government route, attach copy of approval)	(<input type="checkbox"/> Automatic/ <input type="checkbox"/> Approval)										
10.	Description of the main business activity and NIC code of Investee co. (Please provide detail as per NIC 2008 and description of the activity)	<table border="1"> <thead> <tr> <th>Description of the Sector</th><th>NIC Code</th><th>Sectoral Cap (%)</th></tr> </thead> <tbody> <tr> <td></td><td></td><td></td></tr> </tbody> </table>	Description of the Sector	NIC Code	Sectoral Cap (%)							
Description of the Sector	NIC Code	Sectoral Cap (%)										
11.	Type of reporting applicable	<input type="checkbox"/> FCTRS <input type="checkbox"/> LLP -2 <input type="checkbox"/> CN <input type="checkbox"/> INvi (Select one from above)										
12.	Existing Investment held by overseas seller on which basis	<input type="checkbox"/> Repatriation / <input type="checkbox"/> non-repatriation (Select one)										
13.	LEI of Indian Party (Non-Mandatory)											
14.	LEI of Overseas Party (Non-Mandatory)											
15.	Details of authorized representative of Indian Party	<table border="1"> <tbody> <tr> <td>Name:</td><td></td></tr> <tr> <td>Designation:</td><td></td></tr> <tr> <td>Email ID:</td><td></td></tr> <tr> <td>Cell No:</td><td></td></tr> <tr> <td>GSTN:</td><td></td></tr> </tbody> </table>	Name:		Designation:		Email ID:		Cell No:		GSTN:	
Name:												
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In this regard, we hereby confirm the below:

- I/We have ensured to comply with the pricing guidelines as specified under Foreign Exchange Management (Non-Debt Instrument) Rules, 2019 (and as may be amended from time to time), Foreign Exchange Management (Mode of Payment and Reporting of Non-Debt Instruments) Regulations, 2019, Notification No. FEMA. 395/2019-RB October 17, 2019 (Amended up to June 15, 2020, and as may be amended from time to time) Gazette notification issued by Ministry of Finance (Department of Economic Affairs) dated October 17, 2019 (including amendments thereof and from time to time).
- I/We further understand that primary responsibility to comply with various FEMA provisions lies with us, and we will be held responsible for any consequences arising out of it. I/We further undertake to confirm that the said transfer reported now will be utilized in compliance with the provision of a Prevention of Money Laundering Act 2002, and Unlawful Activities (Prevention) Act 1967. I/We confirm that the said transfer complies with the provisions of all applicable Rules and Regulations.

3. I/We undertake to indemnify and hold harmless RBL Bank Limited from and against any and all claims, demands, costs, direct and indirect losses & damages, expenses whatsoever arising out of or in relation to said transfer and on account of relying on our representation made herein. I/We further undertake, to not hold RBL Bank Limited responsible or liable in any event for any misrepresentation, neglect, non-compliance or wrong-doing etc. of the at any stage. RBL Bank Limited shall not be liable or responsible to any person for relying on the representation and conditions laid down herein.
4. I/We have updated the entity master form for all the foreign investments received by the entity including direct and indirect foreign investment. The transaction does not involve any deferred payment consideration.
5. I/We further undertake to strictly adhere to the extant guidelines on FDI from time to time and accordingly, we undertake to ensure necessary reporting to RBI as per the RBI guidelines within the prescribed time through Foreign Investment Reporting and Management System (FIRMS) through the Authorized Dealer as required as per notification No. FEMA. 395/2019-RB October 17, 2019 (Amended up to June 15, 2020 and as may be amended from time to time) on Foreign Exchange Management Act (Transfer or Issue of Security by a Person Resident outside India) Regulations, 2000 as amended from time to time and share acknowledgement of letter with copy of Certified Form FC-TRS within timelines if reported through another AD Bank, failing which, remittances will be reported as non-compliant to competent authorities.
6. I/We hereby agree that in case of attempted cancellation or revocation of transaction after its submission to the bank, RBL Bank is authorized to debit any exchange losses incurred as a result such cancellation/ revocation to my/our current account or CC/OD account, if any. Furthermore, I/ We acknowledge and agree that after the funds are remitted by RBL Bank to its correspondent bank and/or to the beneficiary bank, RBL Bank shall not be held liable for any delays in the credit of such funds into the beneficiary account for any reason whatsoever. We confirm and agree that if the transaction is rejected by the beneficiary bank for any reason, beneficiary bank/ Correspondent Bank may withhold and deduct charges, costs and refund lesser amount than the amount remitted by RBL Bank. Further, RBL Bank shall credit only the equivalent INR after converting the relevant foreign currency received at the spot rate of exchange on the date of credit. I/We further confirm, agree and undertake that any charges, costs levied by correspondent bank/ beneficiary bank to be debited to my/our current account or CC/OD account, if any.

Declaration-Cum-Undertaking under FEMA 1999

I/We hereby declare that the transactional details which are specifically declared in this request letter does not involve and is not premeditated for the purpose of any contravention or evasion of the provisions of the aforesaid Act or of any rules, regulation, notification, direction or order made thereunder. I /We also hereby agree and undertake to give such information/documents as will reasonably satisfy you about this transaction in terms of the above declaration. I/We also understand that if I/We refuse to comply with any such requirement or make only unsatisfactory compliance therewith, the bank shall refuse in writing to undertake the transaction and shall if it has reason to believe that any contravention/evasion is contemplated by me/ us and would report the matter to Reserve Bank of India. I/We further declare that the undersigned has/have the authority to give this declaration and undertaking on behalf of the company.

Thanking you.

Yours Sincerely,

Authorized Signatory

Name:

Designation:

Email ID:

Cell No: