**<<*Insert the date*>>**

***<<Name and address of the entity>>***

**TO WHOMSOEVER IT MAY CONCERN**

We / I, \_\_\_\_\_\_\_\_\_\_\_ ***<< name of the shareholder>>*** do hereby confirm to JM Financial Limited (the “Company”) that for the Financial Year (‘FY’) ending 31 March ……… (i.e. the period beginning on 1 April ………. and ending on 31 March ………..):

1. We are / I am a tax resident of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_***<<insert name of country>>*** as per the Double Tax Avoidance Agreement entered between India and \_\_\_\_\_\_\_\_\_\_\_\_\_\_ ***<<name of country of residence>>*** (‘tax treaty’) and are / am eligible to claim benefits under the tax treaty. Further, we are / I am a non-resident for the purposes of section 6 of the Income-tax Act, 1961 (‘the Act’).
2. Our place of effective management and control is in \_\_\_\_\_\_\_\_\_***<<Name of the country>> <<This clause is only applicable for corporate shareholders. Other shareholders can delete this clause>>***
3. We are formed / incorporated as \_\_\_\_\_\_\_\_\_\_\_ ***<<insert legal entity form (viz. company, LLP, firm, trust, others – please specify)>>*** ***<<This clause is not applicable for individual shareholders and they can delete this clause>>***
4. We / I do not have any business connection or taxable presence in India.
5. We / I do not have a Permanent Establishment (‘PE’) in India as defined in the tax treaty.
6. We / I satisfy all the conditions specified in the tax treaty (if any) relating to limitation of benefits / relief or articles of like nature. Accordingly, we are / I am eligible to claim treaty benefits, if any.
7. We/ I hereby confirm that we are / I am the beneficial owner of ***[No of Shares]*** shares held in the Company. Further, we are / I am the beneficial owner of dividend receivable from the Company in relation to aforementioned shares;
8. I/ We hereby declare that we have duly filed return of income, if applicable as per the provisions of the Income-tax Act, 1961, for one/ both of the two assessment years relevant to the two previous years immediately prior to the previous year in which tax is required to be deducted, for which the time limit of filing return of income under sub-section (1) of section 139 of the Act has expired.
9. We / I have examined and understood the provisions of Chapter X-A of the Act – ‘General Anti-Avoidance Rules (‘GAAR’) provisions’ and based on its analysis of the existing provisions, we / I confirm that the GAAR provisions are not applicable to us / me and the main purpose is not to obtain tax benefit.
10. We / I confirm that:
11. Our / my affairs are not arranged with the primary/ principal purpose to take advantage of the benefits available under the tax treaty; and
12. None of the principal purposes of the arrangement or transaction is to take advantage of the benefits available under the tax treaty.

***<<This clause can be deleted where the shareholder is based in non-MLI countries>>***

1. We / I have no reason to believe that our / my claim for availing treaty benefit is impaired in any manner.
2. In an event there is a liability on the Company and/or its employees, principal officers, affiliates whether in capacity of representative assessee or otherwise, collectively referred to as ‘Parties’ as a result of the statement certified herein being found to be incorrect, we / I shall reimburse the Parties with Losses incurred (whether interim or otherwise) as a result of or in connection with: (a) any tax levied, imposed, claimed or demanded or assessed under the Applicable Law in excess to the tax (if any) withheld or deducted which is claimed or demanded or levied upon or recoverable from the Parties as a withholder under the Act; or (b) any penalty or interest imposed with respect to the amount described in section (a) above.
3. We / I agree to provide all such information and documents as reasonably be required in connection with any proceedings before the income tax authorities.
4. I/We hereby confirm that the above declaration should be considered to be applicable for all the shares held in the Company under PAN/ accounts declared in the form.
5. We / I also undertake that in case there is any change in the above declarations, we / I shall inform you immediately.

Verification:

We / I understand that the aforesaid details have been furnished in respect of withholding tax compliances under the provisions of domestic income-tax law in India. We / I also hereby declare that what is stated above is true to the best of our / my knowledge and belief.

Yours faithfully,

For \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ***<<insert name of the shareholder>>***

**Authorised Signatory**

**Name**: \_\_\_\_\_\_\_\_\_\_\_\_\_ ***<<insert name of the signatory>>***

**Designation**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_***<<insert designation of the signatory>>***

**Notes**:

1. The shareholders are required to provide a Declaration strictly as per the specified format given above, failing which the Company reserves the right to deny the Treaty benefits.
2. Kindly strikethrough whichever is not applicable