

**Declaration under FEMA 1999 as per Form A2;**

I/We hereby declare that-

1. The total amount of foreign exchange purchased from or remitted through, all sources in India, during this financial year including this application is within USD 2,50,000 (USD Two Lakh Fifty thousand only) the annual limit prescribed by Reserve Bank of India for the said purpose (This does not include Repatriation of NRE Deposits).
2. Foreign exchange purchased from me is for the purpose indicated.

**Declaration-cum-undertaking under Sec 10(5), Chapter III of FEMA 1999:**

1. I/We hereby declare that the transaction details of which are mentioned in this submitted request does not involve, and is not designed for the purpose of any contravention or evasion of the provisions of the aforesaid Act, or of any rule, regulation, notification, direction or order made there under.
2. 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 understand the transaction and shall, if it has reason to believe that any contravention / evasion is contemplated by me / us, report the matter to RBI.
3. 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.

**Declaration under Liberalised Remittance Scheme for Resident Individuals:**

1. I/We hereby declare that the total amount of foreign exchange purchased from or remitted through, all sources in India during the financial year including this application is within the overall limit of the Liberalised Remittance Scheme prescribed by the Reserve Bank of India and certify that the source of funds for making the said remittance belongs to me and the foreign exchange will not be used for prohibited purposes.
2. I am a person resident in India. I am not a Foreign National / NRI / PIO /OCI.
3. The remittance would be utilized for permitted Capital & Current Account transactions only.

4. I have not availed any loan / credit / borrowings for remitting under Liberalised Remittance Scheme for Capital Account transactions.
5. The remittance is not being requested for any transaction not permissible under FEMA and those in the nature of remittance for margins or margin calls to overseas exchanges / overseas counterparty are not allowed under the Scheme.
6. The remittance is not being requested for The Scheme is not available for capital account remittances to countries identified by Financial Action Task Force (FATF) as non-co-operative countries and territories as available on FATF website [www.fatf-gafi.org](http://www.fatf-gafi.org) or as notified by the Reserve Bank.
7. The remittance is not being sent for purchase of FCCBs issued by Indian companies in the overseas secondary market.
8. The remittance is not being sent for trading in foreign exchange abroad.
9. I/We undertake to make all Capital A/c transactions under LRS from Axis Bank only.

### **OFAC Declaration**

In this connection, I/we declare, confirm and undertake that:

1. I/We undertake not to hold Axis Bank Ltd responsible for in any manner whatsoever in nature and hold Axis Bank Ltd., fully indemnified against all losses and damages that may be caused to me on account of the funds remitted under this transaction being confiscated or blocked or seized by any authority/government/agency. I also undertake to bear the risk of currency or cross currency, if any, in case Axis Bank needs to convert the remittance amount to any other currency or vice-versa or whatsoever in nature.
2. I/We further declare that I shall furnish any material information relating to this transaction as required by any authority/government/agency, now or in future.  
I/We also authorize Axis Bank Ltd to make available any of the material information pertaining to my/our transaction to any authority/agency/entity without referring the matter to me/us.

### **FATCA - CRS Declaration**

#### FATCA-CRS Certification

I have understood the information requirements of this transaction details form (and Terms & Conditions) and hereby confirm that the information provided by me on this transaction details form is true, correct, and complete and hereby accept the same.

## FATCA-CRS Terms and Conditions

The Central Board of Direct Taxes has notified on 7th August 2015 Rules 114F to 114H, as part of the Income-tax Rules, 1962, which Rules require Indian financial institutions such as the Bank to seek additional personal, tax and beneficial owner information and certain certifications and documentation from all our account holders. In relevant cases, information will have to be report to tax authorities/ appointed agencies/ withholding agents for the purpose of ensuring appropriate withholding from the account or any proceeds in relation thereto. Should there be any change in any information provided by you, please insure you advise us promptly, i.e. within 30 days. If you have any questions about your tax residency. Please contact your tax advisor. If you are a US citizen or resident s or Green Card holder, please include United States in the foreign country information field along with your US Tax Identification Number. It is mandatory to supply a TIN or functional equivalent if the country in which you are tax resident issue such identifiers. If no TIN is yet available or has not yet been issued, please provide an explanation and attach this to the form.

### **General Declaration**

1. The purpose and transaction details as mentioned above are true to the best of my knowledge.
2. I/We shall be responsible and liable for any incorrect detail provided by me / us.
3. The remittance is not being requested for any purpose specifically prohibited under Schedule I or any item restricted under Schedule II of Foreign Exchange Management (Current Account Transaction) Rules, 2000.
4. The remittance is not being sent directly or indirectly to Nepal and Bhutan.
5. The remittance is not being sent directly or indirectly to those individuals and entities identified as posing significant risk of committing acts of terrorism as advised separately by the RBI to the banks.
6. I/We confirm that the beneficiary is a Non Resident Indian where the purpose of the remittance is for “Family Maintenance and Savings” or towards “Personal Gifts and donations”.
7. The transaction mentioned above does not involve, and is not designed for any purpose for which the drawal of foreign exchange is prohibited under Rule 3 of the Foreign Exchange Management (Current Account Transactions) Rules, 2000, read with Schedule I thereof viz:

- a. Remittance out of lottery winnings.
- b. Remittance of income from racing / riding, etc. or any other hobby.
- c. Remittance for purchase of lottery tickets, banned / proscribed magazines, football pools, sweepstakes, schemes involving money circulation, securing prize money / awards, etc.
- d. Payment of commission on exports made towards equity investment in Joint Ventures / Wholly Owned Subsidiaries abroad of Indian companies.
- e. Remittance of dividends by any company, to which the requirement of dividend balancing is applicable.
- f. Payment of commission on exports under the Rupee State Credit Route, except commission up to 10% of invoice value of exports of tea and tobacco.
- g. Payment related to "Callback Services" of telephones.
- h. Remittance of interest income on funds held in the Non-Resident Special Rupee Account Scheme.
- i. Travel to Nepal and/or Bhutan.
- j. A transaction with a person residing in Nepal or Bhutan.

8. I/We agree that submission of request does not necessarily imply processing of the transaction. Axis Bank has full rights to reject the transaction based on regulatory and internal guidelines.

9. I/We agree that in the event the transaction could not be executed / debited to my / our account, after submitting the request for processing to the bank on account of insufficient/unclear balance at the time of execution of the transaction in my / our account, Axis Bank shall not be responsible for not being able to process the transaction. Any exchange losses incurred in this connection, due to reversal of the forex deal, can be charged to my / our Axis Bank account.

10. I We agree that in the event the transaction is cancelled or revoked by me /us after submitting the request for processing to the bank, any exchange losses incurred in this connection, can be charged to my / our Axis Bank account.

11. I/We further agree that once the funds remitted by me /us have been transmitted by Axis Bank to the correspondent and / or beneficiary banks, Axis Bank shall not be responsible for any delays in the disbursement of such funds, including the withholding of such funds by the correspondent and / or beneficiary banks.

12. I/We agree that once the funds remitted by me / us have been transmitted by Axis Bank, intermediary bank charges may be levied by correspondent and/or beneficiary banks, which may vary from bank to bank.

13. I/We agree that in the event the transaction being rejected by the beneficiary bank, because of incorrect information submitted by me, any charges levied by the

beneficiary bank or exchange losses incurred in this connection can be charged to my Axis Bank account.

14. I understand this facility is only for Telegraphic Transfer/Wire transfer.
15. I hereby authorize you to debit my Savings Bank Account for the total amount which includes the INR equivalent of value of remittance, Charges applicable, Applicable tax and Foreign Exchange Conversion Tax and effect the foreign exchange remittance directly.
16. The limit submitted is correct and I have not exhausted this limit in current Financial Year including this request for any of the accounts held by me individually or collectively with any bank.
17. I understand that I can initiate request for request for sending funds abroad 24x7 any day including Saturday, Sunday & holidays subjected to below;
  - Transaction once submitted, will be processed subject to compliance clearance.
  - Please note that transactions submitted prior to 4 PM IST would be processed on the same day.
  - Transactions submitted post 4 PM IST or on a holiday would be processed on the next working day.
18. I understand that the request once placed will not be cancelled.
19. I understand that the exchange rate will be applicable at the time of deal booking and may vary from the rate prevailing when the request is submitted and I agree to the same. I also understand that the rate communicated to me (if any) is an indicative rate and the actual rate may be different from the same.
20. I understand that submission of request does not necessarily imply processing of the transaction. Axis Bank has full rights to reject the transaction based on regulatory and internal guidelines.
21. I understand that on submitting the request if Unique Transaction Reference number is not displayed then I should check if my account is debited or if I have received any email communication with regard to the transaction.
22. I understand that if I re-initiate the transaction without checking the status of the previous request, it will result into duplicate debit into my account.
23. I understand that Axis Bank is not liable in case the funds are not credited or credited with the delay for any reason at beneficiary bank/intermediary banks end.

24. In case of any query or suggestion kindly contact our Branch or our Customer Service Desk.

25. Any statutory levy including duties or taxes payable as a result of the customer using the Outward Remittance facility shall be the responsibility of the Customer and if imposed on/ recovered/ sought to be recovered from Axis Bank (either directly or indirectly), such statutory levy shall be recovered directly from the Customer and/ or from any accounts (including joint accounts) maintained by the Cardholder with Axis Bank or its group companies.

26. If aggregate foreign currency purchases in any form for the purpose of Education (funded by self), Medical, Travel for Education and Travel for Medical remittances during the financial year exceeds INR 7 lakhs and where the foreign currency purchase was made under LRS by me, I shall bear the applicable Tax Collected At Source (TCS) at the rate of 5% on the net value of INR amount exceeding INR 7 lakhs.

27. In cases where the amount remitted is for the purpose of pursuing education abroad through an education loan obtained from a financial institution\*, in such a case, I shall bear the applicable TCS at the rate of 0.5% on the net value of INR amount exceeding INR 7 lakhs.

\*Financial institution as defined u/s 80E of the Income Tax Act of 1961.

28. In case of foreign currency purchases in any form for any purpose other than Education, Medical, Travel for Education and Travel for Medical remittances during the financial year exceeding INR 7 lakhs and where the foreign currency purchase was made under LRS by me. I shall bear the applicable Tax Collected At Source (TCS) at the rate of 20% on the net value of INR amount exceeding INR 7 lakhs.

29. I acknowledge that if my Aadhaar and PAN are not linked, then the bank reserves the right to refuse to process the transaction.