

## DECLARATION FOR NON-RESIDENT SHAREHOLDERS

*(To be declared by non-resident shareholder for availing the benefits of lower tax deduction under Section 90 of the Indian Income Tax Act, 1961 ('Act') read with the provisions of the Tax Treaty with India and the Multilateral convention to implement tax treaty related measures to prevent base erosion and profit sharing ('Multilateral Instruments'))*

Date: \_\_\_\_\_

To

Aster DM Healthcare Limited,

**Subject: Self declaration for Financial Year (FY) 2025-26 of Indian Income Tax Act to take tax treaty benefits in relation to receipt of dividend income from Aster DM Healthcare Limited**

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I / We, [.....] unless contrary to the context or meaning thereof, deem to mean and include its successors/ legal heirs/ executor(s)/ administrator(s) and permitted assignee(s) do hereby solemnly declare as follows:

- i. I / We, am / are a resident of [name of country of which shareholder is tax resident] during the FY2025-26. I / We am / are eligible to be governed by the provisions of the tax treaty between India and [name of country of which the shareholder is tax resident] and meet all the necessary conditions to avail the benefits under the said tax treaty. The claim of benefits by me / us under the said tax treaty is not impaired in any way;
- ii. I / We, will continue to maintain the 'tax resident' status in \*his/her/its respective Country for the application of the provisions of the India-[COUNTRY OF RESIDENCE] Double Taxation Avoidance Agreement ('DTAA' / 'Tax Treaty'), during the FY 2025-26;
- iii. As required to claim the benefits of the lower tax rate under the Tax Treaty read with the provisions laid down in Multilateral Instruments, wherever applicable, in relation to the dividend income to be received by me/us from the Company, I/We specifically confirm that I/We am/are the beneficial owner of the above referred equity shares of the Company and the dividend income receivable from the Company in relation to the said shares
- iv. I/We do not have any Permanent Establishment ('PE') or fixed base in India as construed under relevant Articles of the Tax Treaty read with the provisions laid down in Multilateral Instruments, wherever applicable, nor do we have any PE in India as construed under the relevant provisions of the Income Tax Act, 1961 ('Act'). Further, I/We do not have a Business Connection in India according to the provision of Section 9(1)(i) of the Act and the amounts paid/payable to us, in any case, are not attributable to business operations, if any, carried out in India

*[To be provided on Shareholder's Letter head]*

- v. We hereby confirm that we do not have a place of effective management under the Act from 1 April 2025 to <<date of execution of the subject declaration>> and would continue to not have a place of effective management under the Act for the remaining period of FY 2025-26 in India and none of the key management and commercial decisions for the conduct of business in substance are made in India
- vi. The investments made by me / us in the shares of Aster DM Healthcare Limited are not arranged in a manner which results in obtaining a tax benefit, whether directly or indirectly, as one of its principal purposes. The tax benefit, if any, derived from such investments would be in accordance with the object and purpose of the relevant provisions of the Tax Treaty
- vii. I/We confirm that I/We have not entered into an impermissible avoidance arrangement i.e. an arrangement, the main purpose of which is to obtain a tax benefit and it (a) creates rights, or obligations, which are not ordinarily created between persons dealing at arm's length (b) results, directly or indirectly, in the misuse, or abuse, of the provisions of the Act (c) lacks commercial substance or is deemed to lack commercial substance under section 97 of the Act, in whole or in part; or (d) is entered into, or carried out, by means, or in a manner, which are not ordinarily employed for bona fide purposes as per section 96 of the Act.
- viii.
- ix. \*I am / We are the beneficial owner of the investments made by me/us in the shares of Aster DM Healthcare Limited and also any income receivable from such investments, for a period of less than 365 days.

**OR**

\*I am / We are the beneficial owner of the investments made by me/us in the shares of Aster DM Healthcare Limited and also any income receivable from such investments, for an uninterrupted period of 365 days or more including the date of payment of the dividends.

**OR**

\*I am / We are the beneficial owner of the investments made by me/us in the shares of Aster DM Healthcare Limited and also any income receivable from such investments, for a period of more than '.....' days *[required period of days under the relevant Double Taxation Avoidance Agreement]*.

- x. I / We further declare that I / we have the right to use and enjoy the dividend received / receivable from the above shares and such right is not constrained by any contractual and / or legal obligation to pass on such dividend to another person.
- xi. I / We further declare that I / We are eligible to claim benefit of the Tax Treaty including satisfaction of the Limitation of Benefits clause (wherever applicable).
- xii. I / We undertake to intimate Aster DM Healthcare Limited immediately in case of any alteration in the aforesaid declaration.
- xiii. I, [.....], hereby declare that the contents above are correct, complete and truly stated.
- xiv. I / We will indemnify and hold harmless the Company for any tax, interest, penalty or related cost that the Company may incur due to non-withholding or withholding of tax at lower rate based on the

*[To be provided on Shareholder's Letter head]*

Act or Tax Treaty arising out of any acts of commission or omission initiated by the Company by relying on my/ our above averment.

- xv. I / We will indemnify and hold harmless the Company for any tax, interest, penalty or related cost that the Company may incur due the Company being treated as representative assessee on behalf of the shareholder as per the provisions of the Act.

Company Seal (if applicable)

Date: .....

Place: .....

Address: .....

Email and Telephone:.....

PAN/Tax identification number (country of residence):.....

***Notes:***

1. \*Delete whichever is not applicable.