

[To be provided on Shareholder's Letter head]

Annexure 7

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 Instrument)

Date: ___/___/2024

To
HEG Limited,

Subject: Declaration regarding applicability of tax treaty and beneficial ownership

With reference to the captioned subject, and in relation to the appropriate withholding of taxes on the Dividend payable to me / us by HEG LIMITED (the Company), I / We hereby declare as under:

- i. I / We, _____ [Full name of the shareholder], holding share/shares of the Company as on the record date, hereby declare that I am /we are tax resident of _____ [country name] for the period April 2024-March 2025 (Indian Fiscal Year) as per tax treaty between India and _____ [country name] (hereinafter referred to as 'said tax treaty').
- ii. I/We confirm that I/we are entitled to claim the benefits under the Treaty as modified by the multilateral convention to implement tax treaty related measures to prevent base erosion and profit shifting (MLI) including but not limited to the Principal Purpose Test (PPT), limitation of benefit clause (LOB), Simplified Limitation of Benefits (SLOB), period of holding of shares etc. as applicable.
- iii. I / We do not have a Permanent Establishment (PE) / Fixed base / Place of Effective Management in India; or dividend income receivable by me / us from investment in the shares of HEG Limited is not attributable / effectively connected to any PE / fixed base in India.
- iv. 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.
- v. That the investments made by me / us in the shares of HEG 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 between India and _____ [name of country]

vi. *I am / We are the beneficial owner of the investments made by me/us in the shares of HEG 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 HEG 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 HEG 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*].

vii. 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.

viii. I/We hereby furnish a copy of valid Tax Residency Certificate dated _____ having Tax Identification number _____ issued by _____ along with an acknowledged copy of **e-Form 10F** duly filled and signed for the period April 2024-March 2025

ix. I/We confirm that I/We have not entered into an impermissible avoidance arrangement i.e. an arrangement, the main purpose or one of the main purposes 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 this Act (c) lacks commercial substance or is deemed to lack commercial substance under section 97, 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.

x. I / We undertake to intimate HEG Limited immediately in case of any alteration in the aforesaid declaration. I/ We further agree to indemnify the Company for any penal consequences arising out of any acts of commission or omission initiated by the Company by relying on my/ our above averment.

xi. I, [_____], hereby declare that the contents above are correct, complete and truly stated.

(Name, designation & signature of Non-resident Shareholder)

Company Seal (if applicable)

Date: _____ Place: _____

Address: _____

Email and Telephone: _____

Tax identification number (country of residence): _____

Notes:

1. *Delete whichever is not applicable.