



# ORIX Investment Bank Pakistan Limited

## REGISTRATION FORM

Registration No. \_\_\_\_\_  
(For Bank Use)

### DECLARATION

We the Investor, apply to establish an account relationship with **ORIX Investment Bank Pakistan Limited (OIBPL)** in connection with any dealings between us. We have read and understood the rules pertaining to the Certificates of Investment (COI) scheme and agree to be bound by the same. We further agree to abide by any amendments to the said rules made by you from time to time. This Registration Form shall apply to all requests for purchase of COIs that we may make to you.

NAME OF INVESTOR: \_\_\_\_\_

BUSINESS: \_\_\_\_\_

REGISTERED OFFICE: \_\_\_\_\_

MAILING ADDRESS: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_ FAX NUMBER: \_\_\_\_\_

**DEDUCTION OF ZAKAT**

YES  NO (submit affidavit / Declaration)  Other (Specify) \_\_\_\_\_

Payment of Return

By Cheque delivered at \_\_\_\_\_  By Credit to A/c No. \_\_\_\_\_

with \_\_\_\_\_

Title of Account \_\_\_\_\_  Type of Account \_\_\_\_\_

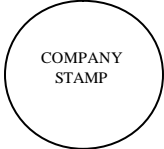
**Operating Instruction**




Any one or singly  Jointly  Other (Please specify) \_\_\_\_\_

**On Maturity of C.O.I**

Roll over principal with Profit  Roll over Principal  will be indicated upon maturity  Other Specify \_\_\_\_\_

**Executed and delivered by and on behalf of the Investor**



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**For Bank Use only**

Checked By \_\_\_\_\_ Date \_\_\_\_\_ Approved By \_\_\_\_\_ Date \_\_\_\_\_ Data Base Updated by \_\_\_\_\_

### DOCUMENTS ENCLOSED

- Copy of Certificate of Incorporation  List of Directors  Memorandum & Articles of Association
- Signature Cards  True Copy of Board Resolution  Certificate to Commerce Business, if required.

## RULES

1. COI issued by OIBPL are rupee dominated Registered Certificate of Investment authorized to be issued pursuant to the permission in SRO 585(1)/87 dated 13th July, 1987 issued under Capital Issues (Continuance of Control) Act, 1947.
2. The COI will be issued in "registered" form.
3. OIBPL may at its discretion determine the minimum amount of initial investment in COI from time to time. **However, there is no as to the** maximum amount of investment.
4. The minimum maturity period to issue a COI will be of 30 days.
5. The COI will be encashed on maturity against surrender of original COI duly discharged under the signatures of the authorized signatory(ies) of the registered holders of the COI. Payment of the encashment value of the COI shall be made by a cross cheque in favour of the registered holder(s) and delivered to the bearer of the COI. However, upon specific written instructions, the cheque may be sent by courier to the registered address of the registered holder or remitted to a designated bank account of the registered holder(s).
6. OIBPL may at its discretion allow of encashment of COI prior to the stipulated maturity period, subject to such conditions as to notice and/or penalty as may be prescribed by OIBPL in this respect and subject to provisions of applicable laws and regulations. No return shall be payable in case of COI encashed earlier than 30 days from the date of issue.
7. In the case of joint applicants, the application for Registration for purchase of COI must be signed and details provided by all joint applicants, however delivery of the COI or any notice or communication by OIBPL to any one of the joint holders shall be sufficient delivery to all joint holders. In the case of corporate bodies, firms, registered societies and trusts, the application must be signed by authorized signatories and accompanied by supporting resolution 1 mandate and Memorandum and Articles of Association, partnership deed, trust deed, constitution as may be applicable. OIBPL shall have the absolute discretion to refuse any application for Registration or issuance of COI without assigning any reason.
8. Each Request for Purchase of COI must be accompanied by cash or cheque, demand draft or pay order in favour of "ORLX INVESTMENT BANK LIMITED" duly crossed, for the full value of the COI requested to be purchased. 'Me COI will be issued and delivered, in the case of cash payment, on the same or following day and in the case of cheque, pay order or demand draft, after realization of proceeds.
9. Return on the COI shall be paid on a profit sharing basis out of the profits of OIBPL at the rates of return declared by OIBPL from time to time in relation to the maturity period of the COI. As per existing regulations all COI holders are required to be paid a uniform rate of return commensurate with the maturity period but irrespective of the amount invested in the COI, however the rate of return can be differentiated for listed companies, recognized charitable trusts and statutory bodies. The rates of return indicated by OIBPL from time to time are based on expected profits of OIBPL and the actual rates of return may vary from such indicated rates. 'Me determination by GIBPL of the rate of return shall be conclusive and binding on the COI holders.
10. The amount of return on a COI shall be calculated on a daily basis on a 365 days year basis and paid for the actual number of days that the COI has remained outstanding within the maturity period, subject to deductions for encashment earlier than maturity. If the COI is not encashed on maturity, OIBPL will not be liable to pay any return for the period beyond the maturity date. However, at its absolute discretion, OIBPL may consider compensating the COI holder by payment of return for such period and at such rate as OIBPL considers appropriate.
11. The payment of returns and encashment value of the COI will be subject to such deductions as may be prescribed or required by applicable laws and regulations from time to time. Presently deduction of Zakat and Withholding tax, are applicable, in accordance with the provisions of the Zakat and Ushr Ordinance 1980, and the Income Tax Ordinance 1979.
12. The COI shall be transferable at the discretion of the Company upon a written request for transfer in the form prescribed by the Company, duly signed by the registered holder of COI and the intended transferee, accompanied by an Application for Registration for purchase of COI (unless the transferee is already a registered holder of the company's COI) duly filled and signed by the transferee. Any stamp duty or other statutory costs applicable to the transfer will be borne by the registered holder. The COI shall not be transferable by delivery and the Company shall not be obliged to recognize any right, title or interest of any person(s)/party other than the registered holder of the COI.
13. In the case of COI being held in the name of individual person, in the event of death of such holder, OIBPL shall not be obliged to deal with any person(s) or accept any right title or interest of any person(s) unless such person(s) is/are holding a succession certificate, letter of administration or probate from a competent court of law. OIBPL may however at its absolute discretion transfer the COI or pay the proceeds of the CO) to any heir of the deceased holder subject to production of such evidence and against such indemnity and/or guarantees as OIBPL may consider appropriate. In the event of the COI being held in joint names of two or more persons, OIBPL shall have the discretion, but not the obligation, to recognize and accept 'the survivor(s) as the only person(s) having title or interest in the COI, to the exclusion of all other claimants.
14. Duplicate Certificates in lieu of lost, stolen, misplaced or mutilated COI may be issued at the discretion of OIBPL. In the event of loss or theft, such duplicate may be issued against submission of satisfactory proof to the effect and completion of such formalities as may be prescribed by OIBPL; and in the case of mutilation, against surrender of the original COI. Further OIBPL may require an appropriate indemnity to be provided in its favour.
15. Subject to applicable regulations, OIBPL may at its discretion accept the COI as collateral security for financial facilities extended by OIBPL to the registered holder(s) or to any third party. OIBPL will not be obliged to recognize any third party security or other interest in the COI.
16. OIBPL is exclusively responsible for repayment of principal amount of COI and payment of the return there on in accordance with Obispo's Scheme for COI and these Rules (as modified from time to time) and the same is not guaranteed by the Government of Pakistan.
17. These Rules may be modified, amended, changed at any time and from time to time at the absolute discretion of OIBPL and such modified, amended, changed Rules shall apply to the applications for registration and purchase of COI of OIBPL. If any matter pertaining to the COI is not expressly provided for under these Rules, the same shall be determined by OIBPL at its discretion, which determination shall be binding on all parties.
18. While OIBPL will endeavor to provide the best standard of service, GIBPL will assume no liability nor responsibility for consequences arising out of the interruption by acts of God, riots, civil commotion, insurrection, wars (whether declared or not), strikes and lockouts, or any other causes beyond its control.
19. COI being a registered instrument is not transferable by delivery or endorsement. Any request for transfer of COI should be made in writing by the registered holder(s) along with duly filled in application for registration from the transferees along with relevant documentary requirements of transferee. The transfer will be subject to relevant stamp duty as may be applicable from time to time.
20. OIBPL is subject to, and its liability for payment is governed by, all applicable local laws, decrees, regulations, rules, order, circulars, and instructions issued by competent governmental and other regulatory authorities in Pakistan.
21. In case of the COI holder(s) have authorised automatic re-investment of encashment proceeds on maturity of COI, at the time of registration or at any other time, OIBPL should receive notice of intended withdrawal or re-investment of COI at least three clear working days prior to the maturity date. In the absence of such notice, COI along with profit/return will be automatically encashed and re-invested for like periods on like terms at prevailing expected rate of profit. The COI issued to the registered holder(s) shall continue to represent the re-invested funds upon the same terms and conditions.
22. Affidavit or declaration for exemption from Zakat, if applicable, should be provided to OIBPL at the time of investment, but in no case later than one month before the first of Ramazan, failing which Zakat will be deducted in the prescribed manner. The determination of OIBPL as to whether Zakat is deductible or not will be conclusive.
23. Any notice of demand or other communication by OIBPL may be sent to the registered holder(s) either personally or by mail or otherwise at the address shown in the registration application or at any address notified in writing by the registered holder(s) to OIBPL. Any such notice demand, or other communication shall be deemed to have been duly delivered and received by the registered holder(s) at the time it would have been so delivered in the ordinary course of events.
24. Applicant/ registered holder(s) of COI warrant and assume full responsibility for accuracy of all information given in the Application form for registration and otherwise from time to time.