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Motilal Oswal Giftcity India Equity Fund of Funds Trust

A USD Denominated CAT III AIF domiciled in Gift City

(Feeding into Onshore
Motilal Oswal Large & Midcap Fund)

APPLICATION FORM CUM CONTRIBUTION AGREEMENT

CHECKLIST FOR INDIVIDUAL INVESTOR

Checklist for Individual Investor			
1	**Name of Fund or Scheme**		
2	**Name of Investor:**		
3	**Country of Birth**		
4	**Date of Birth**		
5	**Tax Resident Country/Territory**		
	Onboarding Documents		✓/✗
1	Signed Subscription/Contribution Agreement		
2	Signed Account opening form (PEP details, Source of wealth/fund details)		
3	Filled CKYC Form or Consent to download		
	CKYC in case of Indian Resident Individual		
4	Signed FATCA/CRS form		
	KYC documents of investor	**Acceptable proofs and Details Required**	✓/✗
1	Certified True copy of Identity and address proof - OVDs	Acceptable ID proofs containing Photo, date of birth, Unique Identification Number, Address and Nationality: **For Indian nationals (NRI/OCI/PIO):** Passport, driving License, Aadhaar Card, Voters Identity card **For Foreign nationals:** Passport, Driving License, National identity card and voter identification card, by whatever name called, issued by the Government of foreign jurisdictions or agencies authorized by them capturing the photograph, name, date of birth and address of a foreign national. Officially Valid Document presented by a foreign national does not contain the details of address, in such case the documents issued by the Government departments of foreign jurisdictions and letter issued by the Foreign Embassy or Mission in India shall be accepted as proof of address;	
2	Certified True copy of Identity proof - OVDs in case Simplified Measures of Due Diligence is applicable	(a) identity card with applicant's photograph issued by Central/State Government Departments, Statutory/ Regulatory Authorities, Public Sector Undertakings, Scheduled Commercial Banks, and Public Financial Institutions; (b) letter issued by a gazetted officer, with a duly attested photograph of the person.	
3	Certified true copy of proof of address (current residential address) in case Simplified Due Diligence is applicable	Any of the below proofs **not Less than 2 months old.** 1. utility bill-electricity/telephone/bank statement/bank reference letter/Driving License (PO Box addresses are not acceptable) 2. Property, Municipal tax receipt, city council tax receipt, or such other equivalent document 3. Post Office savings bank account statement or statement of a bank account including of a foreign bank 4. pension or family Pension Payment Orders (PPOs) issued to retired employees by Government Departments or Public Sector Undertakings, if they contain the address; 5. Letter of allotment of accommodation from employer issued by State Government or Central Government Departments, statutory or regulatory bodies, public sector undertakings, scheduled commercial banks, financial institutions and listed companies and leave and license agreements with such employers allotting official accommodation 6. For foreign national - in case the Officially Valid Document presented by a foreign national does not contain the details of address, in such case the documents issued by the Government departments of foreign jurisdictions and letter issued by the Foreign Embassy or Mission in India shall be accepted as proof of address.	

For any query/communication feel free to reach us : motilalgift@dovetailindia.com

CHECKLIST FOR CORPORATE INVESTOR

Checklist for Corporate Investor			
1	**Name of Fund and Scheme**		
2	**Name of entity:**		
3	**Country of Registered Office of the Entity**		
4	**Date of establishment**		
5	**Tax Resident Country/Territory**		
	Onboarding Documents		✓/✗
1	Signed Subscription/Contribution Agreement/ PMS Agreement		
2	Signed Account opening form (PEP details, Source of wealth/fund details)		
3	Filled CKYC Form or Consent to download CKYC in case of Indian Resident Entity		
4	Signed FATCA/CRS form		
	KYC Documents on Entity	**Details Required**	✓/✗
1	Certified true copy of the Certificate of Incorporation or Registration	Name and incorporation date are mandatory	
2	Certified true copy of the Certificate of change of name (if applicable)	New Name and incorporation date are mandatory	
3	Certified true copy of the Constitution or Memorandum & Articles of Association	Name of entity should be as per COI	
4	A resolution passed by the Board of Directors and power of attorney granted to its managers, officers or employees, as the case may be, to transact on its behalf; and Authorised signatory list	Name of Authorized Signatories must be present in the Board Resolution or Power of Attorney along with approval to invest in the Fund and transact on behalf of the Entity. This should also contain below details of the Authorised signatories: Photograph, Name, Address, passport number and their specimen signatures	
5	PAN or equivalent document prevalent in the home jurisdiction of the company	Tax Residency Certificate/Tax Account Number Certificate or any Tax Identification No. letter can be taken if PAN is not available	
6	Certified true copy of the Register of directors/ Certificate of Incumbency	Name of entity should be as per COI and It should be dated less than 2 months	
7	Certified true copy of the Certificate of good standing (In case of foreign entity)	Name of entity should be as per COI and It should be dated less than 2 months	
8	Certified true copy of the latest audited financial statements or of the previous year	Provisional financial statements may be provided for the current year in case no FS is available for previous year	
9	Certified true copy of Brief of Business Plan or Nature of Business	Must contain the business plan to be used to understand the AML Touch Points	
10	Certified true copy of the Register of members/shareholders	Name, Passport No., Address, % of Shareholding and Number of Shares Held	
11	Certified true copy of List of Ultimate Beneficial Owners	Name of UBOs including immediate BO	
12	Certified true copy of Shareholding Structure/Chart in case of more than one level of Beneficial Owner	Structure should contain the percentage of shareholding/interest details on each level of Beneficial Owner/Shareholder where the same is Corporate Entity, Partnership, Trust etc. with jurisdiction	
13	If the entity is listed then provide attested copy of proof of listing		
	KYC documents on Director, Senior Management and Authorized signatory	**Details Required**	
1	Certified True copy of Identity and address proof - OVDs	Acceptable ID proofs: **For Indian nationals:** Passport, driving License, Aadhaar Card, Voters Identity card containing Photo, date of birth, Unique Identification Number, Address and Nationality	

Checklist for Corporate Investor			
		For Foreign Nationals: Passport, Driving License, National identity card and voter identification card, by whatever name called, issued by the Government of foreign jurisdictions or agencies authorized by them capturing the photograph, name, date of birth and address of a foreign national. Officially Valid Document presented by a foreign national does not contain the details of address, in such case the documents issued by the Government departments of foreign jurisdictions and letter issued by the Foreign Embassy or Mission in India shall be accepted as proof of address;	
2	Certified True copy of Identity and address proof - OVDs in case of Simplified due diligence	See KYC Guidelines point ix.	
3	Brief CV/Profile	The CV must contain current occupation.	
	KYC documents on Ultimate Beneficial Owner (Please refer UBO Guidelines)	**Details Required**	
1	Certified True copy of Identity and address proof - OVDs	Acceptable ID proofs: **For Indian nationals:** Passport, driving License, Aadhaar Card, Voters Identity card containing Photo, date of birth, Unique Identification Number, Address and Nationality **For Foreign nationals:** Passport, Driving License, National identity card and voter identification card, by whatever name called, issued by the Government of foreign jurisdictions or agencies authorized by them capturing the photograph, name, date of birth and address of a foreign national. Officially Valid Document presented by a foreign national does not contain the details of address, in such case the documents issued by the Government departments of foreign jurisdictions and letter issued by the Foreign Embassy or Mission in India shall be accepted as proof of address;	
2	Certified True copy of Identity and address proof - OVDs in case of Simplified due diligence	See KYC Guidelines point ix.	
3	Brief CV/Profile	The CV must contain current occupation.	
	KYC documents on each level of holding entity until UBO is identified		
1	Attested copy of certificate of incorporation/ registration/unique identification no. document		
2	Attested copy of the Offer Document/ PPM/Fund Document in case of Fund		
3	Certificate of incumbency or list of directors/ partners/ trustees		
4	Certified True Copy of List of shareholders/ ultimate beneficial owners including all direct and indirect shareholders/partners/ beneficiaries or Declaration of UBO		

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CHECKLIST FOR PARTNERSHIP/LLP

Checklist for Partnership/LLP			
1	**Name of Fund and Scheme**		
2	**Name of Investor:**		
3	**Country of Registered Office of the Entity**		
4	**Date of establishment**		
5	**Tax Resident Country/Territory**		
	Onboarding Documents		✓/✗
1	Signed Subscription/Contribution Agreement/ PMS Agreement		
2	Signed Account opening form (PEP details, Source of wealth/fund details)		
3	Filled CKYC Form or Consent to download CKYC in case of Indian Resident Entity		
4	Signed FATCA/CRS form		
	KYC Documents on Entity	**Details Required**	✓/✗
1	Certified true copy of the Partnership Deed	Must Contain name and Date of establishment	
2	Certified true copy of proof of Partnership Registration/Partnership registration certificate	Must Contain name and Date of establishment	
3	Certified true copy of the Resolution of the Partners or Power of Attorney by the Partners along with authorised signatory list	Name of Authorized Signatories must be present in the Board Resolution or Power of Attorney along with approval to invest in the Fund and transact on behalf of the Entity. This should also contain below details of the Authorised signor's: Photograph, Name, Address, Passport number and their specimen signatures	
4	Certified true copy of the document appointing General partner / Partners	This is required in case partnership agreement do not have latest details	
5	Certified true copy of the latest List of Designated/Limited Partners	Name of entity should be as per Registration Certificate or Partnership deed and It should be dated less than 2 months	
6	Certified true copy of the Certificate of good standing	Name of entity should be as per Registration Certificate or Partnership deed and It should be dated less than 2 months	
7	Certified true copy of the latest audited financial statements or of the previous year	Provisional financial statements may be provided for the current year in case no FS is available for previous year	
8	Certified true copy of Brief of Business Plan or Nature of Business	Must contain the business plan to be used to understand the AML Touch Points	
9	PAN or equivalent document prevalent in the home jurisdiction of the trust;	Tax Residency Certificate/Tax Account Number Certificate or any Tax Identification No. letter can be taken if PAN is not available	
10	Certified true copy of List of Ultimate Beneficial Owners	Name of UBOs including immediate BO	
11	Certified true copy of Holding Structure in case of more than one level of Beneficial Owner	Structure should contain the percentage of shareholding/interest details on each level of Beneficial Owner/Shareholder where the same is Corporate Entity, Partnership, Trust etc.	
12	Attested copy of KYC Documents of Partners, General Partner, Authorized Signatories/ UBO	See below table	
	KYC documents on Managers, Partners, General Partners and Authorized Signatory	**Details Required**	✓/✗
1	Certified True copy of Identity and address proof - OVDs	Acceptable ID proofs: **For Indian nationals:** Passport, driving License, Aadhar Card, Voters Identity card containing Photo, date of birth, Unique Identification Number, Address and Nationality	

Checklist for Partnership/LLP			
		For Foreign nationals: Passport, Driving License, National identity card and voter identification card, by whatever name called, issued by the Government of foreign jurisdictions or agencies authorized by them capturing the photograph, name, date of birth and address of a foreign national. Officially Valid Document presented by a foreign national does not contain the details of address, in such case the documents issued by the Government departments of foreign jurisdictions and letter issued by the Foreign Embassy or Mission in India shall be accepted as proof of address;	
2	Certified True copy of Identity and address proof - OVDs in case of Simplified due diligence	See KYC Guidelines point ix.	
3	Brief CV/Profile	The CV must contain current occupation	
	KYC documents on Ultimate Beneficial Owner (beneficial owners with 15% or more interest)	**Details Required**	✓/✗
1	Certified True copy of Identity and address proof - OVDs	Acceptable ID proofs: **For Indian nationals:** Passport, driving License, Aadhar Card, Voters Identity card containing Photo, date of birth, Unique Identification Number, Address and Nationality **For Foreign nationals:** Passport, Driving License, National identity card and voter identification card, by whatever name called, issued by the Government of foreign jurisdictions or agencies authorized by them capturing the photograph, name, date of birth and address of a foreign national. Officially Valid Document presented by a foreign national does not contain the details of address, in such case the documents issued by the Government departments of foreign jurisdictions and letter issued by the Foreign Embassy or Mission in India shall be accepted as proof of address;	
2	Certified True copy of Identity and address proof - OVDs in case of Simplified due diligenceBrief CV/Profile	See KYC Guidelines point ix.	
3	Brief CV/Profile	The CV must contain current occupation.	
	KYC documents on each level of holding entity until UBO is identified	**Details required**	✓/✗
1	Attested copy of certificate of incorporation/ registration/unique identification no. document		
2	Attested copy of the Offer Document/PPM/ Fund Document in case of Fund		
3	Certificate of incumbency or list of directors/ partners/ trustees		
4	Certified True Copy of List of shareholders/ ultimate beneficial owners including all direct and indirect shareholders/partners/ beneficiaries or Declaration of UBO		

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CHECKLIST FOR TRUST INVESTOR

Checklist for Trust Investor			
1	**Name of Fund and Scheme**		
2	**Name of Trust:**		
3	**Country of Registered Office of the Entity**		
4	**Date of establishment**		
5	**Tax Resident Country/Territory**		
	Onboarding Documents		✓/✗
1	Signed Subscription/Contribution Aagreement/ PMS Agreement		
2	Signed Account opening form (PEP details, Source of wealth/fund details)		
3	Filled CKYC Form or Consent to download CKYC in case of Indian Resident Entity		
4	Signed FATCA/CRS form		
	KYC documents of Trust	**Details Required**	✓/✗
1	Certified true copy of Trust deed	Name and set-up date are mandatory	
2	Certified true copy of proof of Trust Registration	Name and set-up date are mandatory	
3	Certified true copy of the latest audited profit and loss statements or of the previous year	Provisional Profit and Loss Statements may be provided for the current year in case no FS is available for previous year	
4	Certified true copy of Brief of Business Plan or Nature of Business	Must contain the business plan to be used to understand the AML Touch Points	
5	A resolution passed by the trustees and power of attorney granted to its managers, officers or employees, as the case may be, to transact on its behalf; and Authorised signatory list	Name of Authorized Signatories must be present in the Board Resolution or Power of Attorney along with approval to invest in the Fund and transact on behalf of the Entity. This should also contain below details of the Authorised signor's: Name, Address, passport number and their specimen signatures	
6	PAN or equivalent document prevalent in the home jurisdiction of the trust;	Tax Residency Certificate/Tax Account Number Certificate or any Tax Identification No. letter can be taken if PAN is not available	
7	Certified true copy of List of Ultimate Beneficial Owners/Beneficiaries In case, discretionary trust, letter of undertaking to disclose beneficiaries when there will be distribution	Name of UBOs including immediate BO. Mandatory to receive the signed letter by the trustee	
8	Certified true copy of Holding Structure in case of more than one level of Beneficial Owner	Structure should contain the percentage of shareholding/interest details on each level of Beneficial Owner/Shareholder where the same is Corporate Entity, Partnership, Trust etc.	
9	Certified true copy of the KYC of Settlor/Author/Protector/ Enforcer/ Trustee/ Authorized Signatories	See below table	
10	Certified true copy of the KYC of Beneficiaries. The beneficiaries with fifteen per cent or more interest in the trust.	See below table	
	KYC documents on Individual Settlor, Protector, Enforcer, Trustee, Authorized Signatory	**Details Required**	✓/✗
1	Certified True copy of Identity and address proof - OVDs	Acceptable ID proofs: **For Indian nationals:** Passport, driving License, Aadhaar Card, Voters Identity card containing Photo, date of birth, Unique Identification Number, Address and Nationality	

Checklist for Trust Investor			
		For Foreign nationals: Passport, Driving License, National identity card and voter identification card, by whatever name called, issued by the Government of foreign jurisdictions or agencies authorized by them capturing the photograph, name, date of birth and address of a foreign national. Officially Valid Document presented by a foreign national does not contain the details of address, in such case the documents issued by the Government departments of foreign jurisdictions and letter issued by the Foreign Embassy or Mission in India shall be accepted as proof of address;	
2	Certified True copy of Identity and address proof - OVDs in case of Simplified due diligence	See KYC Guidelines point ix.	
3	Brief CV/Profile	The CV must contain current occupation	
	KYC documents on Beneficiaries (with 15% or more interest)	**Details Required**	✓/✗
1	Certified True copy of Identity and address proof - OVDs	Acceptable ID proofs: **For Indian nationals:** Passport, driving License, Aadhar Card, Voters Identity card containing Photo, date of birth, Unique Identification Number, Address and Nationality **For Foreign nationals:** Passport, Driving License, National identity card and voter identification card, by whatever name called, issued by the Government of foreign jurisdictions or agencies authorized by them capturing the photograph, name, date of birth and address of a foreign national. Officially Valid Document presented by a foreign national does not contain the details of address, in such case the documents issued by the Government departments of foreign jurisdictions and letter issued by the Foreign Embassy or Mission in India shall be accepted as proof of address;	
2	Certified True copy of Identity and address proof - OVDs in case of Simplified due diligence	See KYC Guidelines point ix.	
3	Brief CV/Profile	The CV must contain current occupation	
	KYC documents on Corporate Entity Investment Manager/ Settlor/ Trustee/ Beneficiaries	**Details required**	✓/✗
1	Attested copy of certificate of incorporation/ registration/unique identification no. document		
2	Attested copy of the Offer Document/ PPM/Fund Document in case of Fund		
3	Certificate of incumbency or list of directors/ partners/ trustees		
4	Certified True Copy of List of shareholders/ ultimate beneficial owners including all direct and indirect shareholders/partners/ beneficiaries or Declaration of UBO		

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Guidelines for KYC:

I. Copies of all the documents submitted by the applicant should be accompanied by originals for verification. In case the original of any document is not produced for verification, then the copies should be properly certified as true by people authorized for certifying the documents.

ii. If any proof of identity or address is in a foreign language, then translation into English is required.

iii. Name & address of the applicant mentioned on Subscription document, should match with the documentary proof submitted.

iv. If more than one address is provided, proof should be enclosed.

v. Certification of these documents may be carried out by followings:

vi. In case a customer is unable to produce, or it might not be possible for customer to submit original documents for verification. The following is the list of people authorized to certify the documents in such case:

1. Authorised official of a bank located in a Financial Action Task Force (FATF) compliant jurisdiction with whom the individual has banking relationship
2. Notary Public
3. Court Magistrate
4. Judge
5. Certified public or professional accountant
6. Lawyer
7. The Embassy/Consulate General of the country of which the non-resident individual is a citizen; or
8. Any other authority as may be specified by the Authority.

Where the customer is in direct contact with Regulated Entity the KYC Document's OVD can be done by authorized official of RE

Where certification of an OVD is done by the authorised officer of the Regulated Entity, such certified copy should be dated, signed and marked with 'original sighted/verified'. It should have name, designation and contact number, email ID of the person certifying the documents. The person certifying the OVD should be contactable.

vii. Clear and Legible scan copies of the KYC documents will have to be shared for review before sending the originals

viii This KYC Checklist is prepared based on the existing applicable laws. The same is subject to change based on change in applicable laws. Additional KYC documents may be requested as and when required based on change in law.

ix. OVD in case of simplified due diligence

Certified True copy of Identity proof - OVDs in case Simplified Measures of Due Diligence is applicable -

(a) identity card with applicant's photograph issued by Central/State Government Departments, Statutory/ Regulatory Authorities, Public Sector Undertakings, Scheduled Commercial Banks, and Public Financial Institutions;

(b) letter issued by a gazetted officer, with a duly attested photograph of the person.

Certified true copy of proof of address (current residential address) in case Simplified Due Diligence is applicable -

1. Utility bill-electricity/telephone/bank statement/bank reference letter/Driving License (PO Box addresses are not acceptable)
2. Property, Municipal tax receipt, city council tax receipt, or such other equivalent document;
3. Post Office savings bank account statement or statement of a bank account including of a foreign bank
4. pension or family Pension Payment Orders (PPOs) issued to retired employees by Government Departments or Public Sector Undertakings, if they contain the address;
5. letter of allotment of accommodation from employer issued by State Government or Central Government Departments, statutory or regulatory bodies, public sector undertakings, scheduled commercial banks, financial institutions and listed companies and leave and license agreements with such employers allotting official accommodation
6. For foreign national - in case the Officially Valid Document presented by a foreign national does not contain the details of address, in such case the documents issued by the Government departments of foreign jurisdictions and letter issued by the Foreign Embassy or Mission in India shall be accepted as proof of address.

x. UBO guidelines sheet to be followed

The beneficial owner for the purpose of PMLA shall be determined as under—

(a) Where the client is a **company**, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means. Explanation: For the purpose of this sub-clause—

Guidelines for KYC:
1. **"Controlling ownership interest"** means ownership of or entitlement to more than ten per cent of shares or capital or profits of the company;
2. **"Control"** shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
(b) Where the client is a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to ten per cent. of capital or profits of the partnership;
(c) Where the client is an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to **more than ten per cent.** of the property or capital or profits of such association or body of individuals;
(d) The term 'body of individuals' includes societies. Where no natural person is identified under (a) to (c) above, the beneficial owner is the relevant natural person who holds the position of senior managing official
(e) where the client is a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries **with ten per cent** or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership
(f) It is clarified that Beneficial Owner should not be a nominee of another person and real BO should be identified.
3. Where no natural person is identified under (a) to (c) above, the beneficial owner is the relevant natural person who holds the position of senior managing official.

Bank details for Transfer the Funds:

Beneficiary Name	Beneficiary bank Name	Beneficiary Address	Swift Code	Account	Currency
Motilal Oswal Giftcity India Equity Fund of Funds Trust	Kotak Mahindra Bank Limited, GIFT City	Kotak Mahindra Bank Limited, IFSC Banking Unit, 10th Floor, Hiranandani Signature, Block No. 13, Zone – 1, GIFT SEZ, GIFT City, Gandhinagar	KKBKINB2XXX	4750488514	USD

Correspondent bank	Swift Code	Account	Currency
Citi Bank, New York	CITIUS33XXX	36433828	USD

INVESTOR INFORMATION FORM - SCHEDULE A

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Investor Information Form - Schedule A

SR NO.

Distributor Details	Code:	Relationship Manager (AMC)
Name:		Name:
Email ID:		Email ID:
Distributor RM Name	Location:	Location:

1. INVESTOR STATUS

☐ Individual ☐ HUF ☐ Partnership ☐ L.L.P. ☐ Society ☐ Trust ☐ Corporate ☐ AOP/BOI
☐ Proprietorship ☐ Others _____ Please Specify
☐ If Individual - ☐ Single ☐ Joint ☐ Is Sole or First Holder is Minor

2. INVESTOR'S PERSONAL INFORMATION (FIRST HOLDER)

First holder Name

Date of Birth / Incorporation PAN(OPTIONAL)

Second HolderName

Date of Birth PAN(OPTIONAL)

Relationship with Second Investor:

Currency of Bank Account is USD then please fill below details:

Account No. Type of Account:
Beneficiary Name*
Bank Account Number*
Bank Name*
Bank Address*
Branch*
City* Country*
Swift Code/IBAN Number*
Correspondent Bank Name*
Correspondent Bank Address*
Correspondent Swift code/IBAN*
Mode of Payment Dated
Commitment Amount USD.I nitial Contribution Amount USD.
Drawn on Bank Branch: City

3. Address for Communication

City State Pin

INVESTOR INFORMATION FORM - SCHEDULE A

Tel.Off (Res) Cell

E-mail

4. Permanent Address ☐ (Please ü if same as above)

City State Pin

Tel.Off (Res) Cell

E-mail

5. KYC DOCUMENTS (Fill the documents submitted)

	First Holder	Second Holder
Identity Proof :		
Address Proof :		
Other Documents :		

6. OTHER DETAILS

1. Gross Annual Income Details (Please tick (ü)

☐ Below 100k USD ☐ 100-500k USD ☐ 500k-1millionUSD ☐ 1mn-2.5mn USD ☐ 2.5mn-10mnUSD ☐ > 10mn USD

2. Net worth in USD_____ *Net worth should not be older than 1 year) as on (date) _____

7. CLASS OF UNITS

Class of Units Subscribed:_____Units

Capital Commitment Towards Units : Subject to the terms and agrees to contribute to the Fund an aggregate amount US $_____

_____ (IN FIGURES) / (USD)_____ (IN WORDS) only)

8. DECLARATION & SIGNATURES

I / We have read and understood the terms and conditions of Motilal Oswal Giftcity India Equity Fund of Funds Trust and agree to abide by the terms and conditions of the Fund. I/We also understand that there is no assurance on the returns of the Fund. I / We have neither received nor been induced by any rebate or gifts, directly or indirectly, in making this investment.

Signature	Sole / First Holder	Second Holder	Guardian (in case of minor)
	_____	_____	_____

To be signed by all Investor(s)

Investor(s) Photo to be Affixed below (Please sign across the photograph)

sign across the photograph	sign across the photograph	sign across the photograph	sign across the photograph

NOMINATION FORM (Mandatory)

To,
Motilal Oswal Giftcity India Equity Fund of Funds Trust
6th Floor, Unit no 635, Signature Building, Block 13B, Zone 1
Gift Sez – Gandhinagar, Gujarat 382355.

I/We_____do hereby nominate the person more particularly described hereunder in respect of our beneficial interest in the Fund.

Details of Nominee (Mandatory)

Name of Nominee	Address	Date of Birth	Relationship	% Share

If the nominee is a Minor, provide following details:

Name of Guardian :

Address of Guardian :

Signature of Guardian: _____

Signature of Investor: _____

Signature of Second Holder: _____

NOMINATION INSTRUCTIONS

1. The Nomination can be made only by the Individual applying for / holding units on their own behalf, singly or jointly. If the account is held jointly, all the holders must sign the Nomination form.
2. Nomination can be made in favor of a Minor. In this event, the name and address of the Guardian of the Minor Nominee shall be provided by the person nominating.
3. The Nominee shall not be a Trust, Society, Body Corporate, Partnership Firm, HUF or the Investment Manager. A Non- Resident can be a Nominee, subject to the RBI regulations in force from time to time.
4. Nomination in respect of the units stands rescinded upon closure of the Account.
5. In case of dispute between the contributor's Nominee and his/her legal heirs, the contributor agrees and accept that the Investment Manager shall be fully discharged of its liabilities and obligations if it pays the amount and /or units / securities that stand to the credit of his/ her designated Nominee.
6. This Nomination will stand cancelled in the event of contributor's Nominee pre-deceasing the contributor, in which case the Contributor may re-appoint a nominee.
7. If the Nomination details are not completed in all respect, the Investment Manager reserves the right not to register the Nomination

ACKNOWLEDGEMENT OF RECEIPT OF PRIVATE PLACEMENT MEMORANDUM

To,

Motilal Oswal Giftcity India Equity Fund of Funds Trust
6th Floor, Unit no 635, Signature Building, Block 13B, Zone 1
Gift Sez – Gandhinagar, Gujarat 382355.

Dear Sir/ Madam,

I/We_____,
[on behalf of

(to be retainedin case of a Contributor other than an individual)], do hereby confirm that I/We have received a copy of the private placement memorandum dated

("PPM") and a copy of the contribution agreement (**"Contribution Agreement"**). I/Wehereby further agree and confirm that the contents of PPM & Contribution Agreement were explained to me and have also read and understood the contents of the PPM and the Contribution Agreement.

Yours faithfully,

Signature: _____ _____

First Holder Second Holder

Name : _____

Address : _____

_____

Date :_____

Place :_____

(ON THE LETTERHEAD OF THE INVESTOR)
DECLARATION (By Non Resident)

To,

MOTILAL OSWAL GIFTCITY INDIA EQUITY FUND OF FUNDS TRUST
6th Floor, Unit no 635, Signature Building, Block 13B, Zone 1
Gift Sez – Gandhinagar, Gujarat 382355.

Dear Sir/ Madam,

Sub: Declaration with respect to tax residency and no Permanent Establishment in India

I/We _____,

Hereby declare/certify and confirm that:

1. I,_____, am a tax resident of_____under the provisions of India-_____ <<please insert the name of the Country>> <<please insert the name of the country>> tax treaty ('Treaty'), residing at _____ _____(Address) for FY _____.
2. I am entitled to claim the benefits of the Treaty and shall continue to be so for the entire FY ____-.
3. The Tax Identification Number / Unique Identification Number as issued by the Government of <<name of Country>> to me is <<insert TIN>>.
4. I have made investments in the units of Motilal Oswal Giftcity India Equity Fund of Funds Trust and have held the units as 'capital asset' as defined under the provisions of the Income-tax Act, 1961 ('the Act').
5. I am not a resident / deemed to be a resident[1] of India in terms of section 6 of the Act.

* 4. I have a valid Tax Residency Certificate in _____<<please insert the name of the country _____>>for the period from 1 April _____to 31 March_____and a Form 10F as specified in section 90(5) of the Act read with Rule 21AB of the Income-tax Rules, 1962.

5. I am the legal and beneficial owner of the units held in the Motilal Oswal Giftcity India Equity Fund of Funds Trust.

* 6. Income from units earned by me/us including proceeds on disposal of units would be received by me in my_____<<insert the name of country_____>> bank account.

* 7. I do not have a permanent establishment (PE) in India as defined in Article_____of the Treaty as applicable for FY as well as contemplated under Section 92F(iii a) of the Act, during the period 1st April __ to 31st March _____.

8. My affairs are not arranged with the primary/ principal purpose to take advantage of the benefits available under the Treaty.
9. None of the principal purposes of the arrangement or transaction is to take advantage of the benefits available under the Treaty.
10. I do not have nor likely to have any business connection /fixed base in India as per section 9(1) of the Act, through which any of my business activity is carried on.
11. I do not provide any independent personal services from a fixed base situated in India, as stipulated in the Treaty.
12. This certificate is being issued to enable you to decide upon the withholding tax applicable, if any, on capital gains, interest income and income from other sources earned by me on investments carried out by me as mentioned in 2 above.
13. If there are any changes in the facts stated above (including any changes in my tax residency status or eligibility for availing Benefits under the Treaty or the Act), I undertake to promptly intimate you. Further, I confirm that I understand that Motilal Oswal Giftcity India Equity Fund of Funds Trust shall have the right to redeem units held by me, where my residential status changes from non-resident to a resident as per section 6 of the Act. We also undertake to provide all additional documents/

Information, as may be prescribed / required by the Indian Revenue authorities and undertake all the necessary compliances in Order to continue our investments with Motilal Oswal Giftcity India Equity Fund of Funds Trust.

14 As per Section 6(1A) of the Act, an individual, being a citizen of India, having total income, other than the income from foreign sources, exceeding fifteen lakh rupees during the previous year shall be deemed to be resident in India in that previous year, if he is not liable to tax in any other country or territory by reason of his domicile or residence or any other criteria of similar nature.

15 If there is any tax exposure to Motilal Oswal Giftcity India Equity Fund of Funds Trust, on account of misrepresentation of facts by us in the above declaration, we shall indemnify Motilal Oswal Giftcity India Equity Fund of Funds Trust for any taxes incurred, including interest and penalties.

16 Deemed Resident Definition.

* Please fill if available otherwise keep it blank Point Number: 4,6,7.

Yours faithfully,

Signature: _____ _____

First Holder Second Holder

PEP Declaration Form

Please complete the relevant Alternative option, which reflects your status.

☐ **1. ALTERNATIVE ONE:**

I am a Politically Exposed Person ("PEP") or have been PEP during the last year If you have checked this box, please provide the following information:

Title: _____

Description of Function and Level/Seniority: _____

Date when you became a PEP: _____

If you were but no longer are PEP, date when the appointment ended: _____

☐ **2. ALTERNATIVE TWO:**

An immediate family member or a close associate is a PEP or has been a PEP during the last year.

If you have checked this box, please provide the following information:

If the PEP is an immediate family member, please specify the relationship: Spouse/legal cohabitant Parent/Children/spouse or legal cohabitant of your Children

If the PEP is a close associate, please describe the nature of the association:

_____

☐ **3. ALTERNATIVE THREE:**

I am not a PEP

☐ **4. ALTERNATIVE FOUR:**

My PEP status as previously advised remains unchanged

I hereby confirm that all the information and any documentation supplied with this form is genuine, complete, and correct.

I hereby confirm that I will inform Ohm Dovetail Global Services (IFSC) Private Limited of a change in my status as detailed in this Form should it change in the future.

Name & Surname: _____

Date:_____ Signature: _____

First Holder

PEP Declaration Form

Please complete the relevant Alternative option, which reflects your status.

☐ **1. ALTERNATIVE ONE:**

I am a Politically Exposed Person ("PEP") or have been PEP during the last year If you have checked this box, please provide the following information:

Title: _____

Description of Function and Level/Seniority: _____

Date when you became a PEP: _____

If you were but no longer are PEP, date when the appointment ended: _____

☐ **2. ALTERNATIVE TWO:**

An immediate family member or a close associate is a PEP or has been a PEP during the last year.

If you have checked this box, please provide the following information:

If the PEP is an immediate family member, please specify the relationship: Spouse/legal cohabitant Parent/Children/spouse or legal cohabitant of your Children

If the PEP is a close associate, please describe the nature of the association:

_____

☐ **3. ALTERNATIVE THREE:**

I am not a PEP

☐ **4. ALTERNATIVE FOUR:**

My PEP status as previously advised remains unchanged

I hereby confirm that all the information and any documentation supplied with this form is genuine, complete, and correct.

I hereby confirm that I will inform Ohm Dovetail Global Services (IFSC) Private Limited of a change in my status as detailed in this Form should it change in the future.

Name & Surname: _____

Date:_____ Signature: _____

Second Holder

SOURCE OF FUNDS / WEALTH DECLARATION

In order to comply with our regulatory obligations, we are obliged to obtain information about our customer's source of funds and source of wealth. If your source of funds and source of wealth is India (or any of the other countries listed in Appendix 2), we will also require documentary evidence as listed in Appendix 1.

Full Name:	
Value of investment/transaction in USD:	
Nature of transaction or relationship:	

SECTION A: SOURCE OF FUNDS

Please provide the information on the source of funds for your investment (i.e. bank or broker accounts details) In addition, we require a bank or broker reference letter confirming your account relationship or a certified copy of a bank statement or broker statement with the name as per the subscription document submitted for investment.

Please describe below the source of funds:

SECTION B: SOURCE OF WEALTH

Your source of wealth can be described as the activities which have generated your overall wealth and are distinct from your source of funds. Your overall wealth may have been accumulated from a number of different sources over a period of time and full details must be provided to avoid any delay in processing your application.

For example:

Family Inheritance: Provide names, relationships, dates, jurisdiction of probate and amount. Entrepreneurial: Provide full details of companies, business activities, place(s) of business, website addresses and details of return on investment.

Employment: Provide details of employer, positions held, details of salary and bonuses.

Please describe below your total wealth and the source of your wealth: Full relevant details must be provided. Example source of wealth situations, together with the details required to be provided, are shown on Appendix 1. Your LinkedIn profile would work well too. Please provide an additional sheet if required.

SECTION C: DOCUMENTARY EVIDENCE OF SOURCE OF FUNDS/SOURCE OF WEALTH

In certain circumstances, to meet our regulatory obligations, we are required to obtain documentary evidence to verify source of funds and source of wealth.

It is not possible to describe all situations where we will require documentary evidence, however we are able to indicate those situations where documentary evidence will definitely be required, and have provided details below:-

1. If you are a Politically Exposed Person ("PEP") (or a close family member to a PEP) and/or
2. If you are resident in a country, have a passport issued by a country or your source of funds or wealth arises from a county detailed on Appendix 2, then documentary evidence must be provided.

Examples of documentary evidence likely to be accepted are provided on Appendix 1. However, we reserve the right to request additional information upon review of the documentation provided.

Check one or more of the boxes below and please indicate here if you have attached documentary evidence, (and the reason why):	
Source of Funds	PEP .....
Source of Wealth	Jurisdictional .....

SOURCE OF FUNDS / WEALTH DECLARATION

Should you wish to confirm prior to submission of your completed Declaration, if documentary evidence of source of funds/source of wealth is required, please contact your Account Manager.

If you are unable to provide documentary evidence, please contact us prior to sending in the completed Declaration.

SECTION D: ADDITIONAL TRANSACTIONS

For additional transactions, further information will generally not be required, unless the source of funds is different from that previously stated.

SECTION E: CERTIFIED DOCUMENTATION

Please note that copy documentation provided to support source of funds and source of wealth must be properly certified in accordance with our certification requirements. Improperly certified documentation could lead to delays.

SECTION F: THIRD PARTY COMPLETION

Please confirm the name and capacity of the person who completed this form on your behalf (if applicable).

Name.....

Capacity.....

DECLARATION

I declare that the information provided is, to the best of my knowledge and belief, accurate and complete. If I did not complete this form, I hereby confirm that the individual who completed the form on my behalf was in possession of sufficient information to allow for its proper completion.

Signature: ..... Date: .....

Name: .....

For Office Use Only:

Rationale for acceptance:

AM/GM..... Date.....

Compliance..... Date.....

EXAMPLES OF ACCEPTABLE DETAILS AND DOCUMENTARY EVIDENCE TO SUPPORT DECLARATION OF SOURCE OF FUNDS AND SOURCE OF WEALTH

Description of Source of Funding	Information Required	Document(s) to Evidence the Source of Wealth (original or certified true c
Income Savings from Professional activity Note: if self-employed or company share owner, please refer to Company profits below	• Profession • Salary per annum • Name of the employer • Nature of business	One of the following: • Payslip • Letter from the employer confirming the salary (headed paper) • Bank statement showing receipt of salary
Gift	• Date received • Total amount • Relationship to investor • Letter from donor explaining the reason for the gift • Certified identification documents for donor • Donor's source of wealth	• Documentary evidence of the donor's source of wealth as detailed in this table
Maturity or Surrender of Life Policy	• Amount received • Policy provider • Policy number/reference • Date of surrender	One of the following: • Closing statement • Letter from insurance confirming the payment
Sale/Liquidation of Investments	• Description of shares/units/ deposit • Length of the investment • Name of the seller • Sale amount • Date of liquidation/sale	One of the following: • Investment Certificate/ Contract Note/ Statement • Bank statement showing the red redemption proceeds incoming • Signed letter from regulated accountant on headed paper
Sale of Property	• Sold property details • Date of sale • Total sale amount	One of the following: • Letter from solicitor or regulated accountant • Copy of the sale contract
Company Sale	• Name and nature of the company • Date of sale • Total amount	• Letter from solicitor detailing company sale • Copy of sale contract and bank statement showing the proceeds • Copy of media coverage as supporting evidence (if applicable)
Company Profits	• Name and address of the company • Nature of the company • Amount of annual profit	One of the following: • Financial statements • Copy of the latest audited company accounts containing equivalent transparency as the financial statement • Confirmation on the nature of the activity and nature of the client generating the company profit from regulated accountant/ appointed auditor (Big 4 preferred)
Inheritance	• Name of the deceased • Date of death • Relationship to the investor • Date on which proceeds were received • Total amount • Solicitor's details	One of the following • Grant of probate • Signed letter from solicitor or estate trustee on headed paper • Last will

APPENDIX 1

Description of Source of Funding	Information Required	Document(s) to Evidence the Source of Wealth (original or certified true c
Divorce Settlement	• Date received • Total amount received • Name of the divorced partner	One of the following: • Copy of court order • Letter from solicitor detailing divorce settlement
Retirement Income	• Retirement date • Details of previous occupation • Name and address of last (final) employer • Detail of pension income	One of the following: • Pension statement • Bank statement showing receipt of the pension income • Saving accounts statement • Letter from the paying institution
Employer Premium	• Employer letter • Country of incorporation	One of the following: • Closing statement • Letter from insurance confirming the payment
Fixed Deposit – Savings	• Name of institution where the savings are held • Date of the account establishment • Details on how the savings were acquired as per this table	• Savings statement • Evidence of account opening date (letter from account provider or first statement)
Dividend Payment	• Date of receipt of dividends • Total amount received • Name of the paying company • Duration of the shares being held	One of the following: • Dividend contract note • Bank statement clearly showing the income from the paying company • Letter detailing dividend details signed by regulated accountant • Set of company accounts showing the dividend details

Fee Schedule

Class	USD	Management Fee	Performance Fees	Hurdle rate pre tax	Catch Up	Type
A	Sponsor plus employee	0.50%	NA	NA	NA	NA
B1	150,000 < 300,000	2.25%	NA	NA	NA	Fixed Fees
B2	300,000 < 500,000	2.00%				
B3	500,000 < 1,000,000	1.75%				
B4	>= 1,000,000	1.50%				
C1	>=150,000	0.00%	20.00%	0.00%	With Catch Up	Variable Fees
C2	>=150,000	0.50%	20.00%	6.00%	Without Catch Up	Hybrid Fees
D1	150,000 < 1,000,000	1.00%	NA	NA	NA	Fixed Fees - Preferred
D2	>= 1,000,000	0.75%				
D3	150,000 < 1,000,000	0.00%	15.00%	0.00%	With Catch Up	Variable Fees - Preferred
D4	>= 1,000,000	0.00%	12.00%	0.00%	With Catch Up	
E1	150,000 < 300,000	2.25%	NA	NA	NA	Fixed Fees
E2	300,000 < 500,000	2.00%	NA	NA	NA	Fixed Fees
E3	500,000 < 1,000,000	1.75%	NA	NA	NA	Fixed Fees
E4	>= 1,000,000	1.50%	NA	NA	NA	Fixed Fees
CK1	>= 1,000,000	1.50%	NA	NA	NA	Fixed Fees
Z1	150,000 < 1,000,000	0.75%	NA	NA	NA	Fixed Fees
Z2	>= 1,000,000	0.50%	NA	NA	NA	Fixed Fees
AC1	50,000 < 150,000	2.50%	NA	NA	NA	Fixed Fees
AC2	50,000 < 150,000	2.50%	NA	NA	NA	Fixed Fees
AC3	50,000 < 150,000	1.25%	NA	NA	NA	Fixed Fees
AC4	50,000 < 150,000	1.25%	NA	NA	NA	Fixed Fees

Exit Load (B, AC1, AC3 Share Class)	Exit Load (C, D, E , Z AC2, AC4 Share Class)	Exit Load (Z Share Class)	Exit Load (Sponsor), CK1
Upto 6 M = 4%	Upto 12 M = 2%	Upto 12 M = 1%	Nil
>6 M to 12 M = 3%			
>12 M to 24 M = 2%			
>24 M to 36 M = 1%			
> 36 M = Nil			

Declaration and information to be provided by non-resident investor for seeking exemption from obtaining Permanent Account Number ('PAN') under sub-rule (1) of Rule 157 of the Income-tax Rules, 2026

1. I_____*son/daughter of Shri_____in the capacity of _____ (designation) of _____ (name of Investor entity) declare and confirm that _____ (name of Investor entity) is a tax resident of the_____(name of the country or specified territory outside India of which Investor is a resident).
2. _____ (name of Investor entity) is a non-resident for the purpose of Indian income tax laws and has made investment in the Motilal Oswal Alternative (IFSC) Trust, located in the International Financial Services Centre in Gujarat International Finance Tec-City ('GIFT City').
3. We confirm that the _____ (name of Investor entity) did not earn any income in India, other than the income from investment in the specified fund <<<_____Fund Name_____>>> during the Tax Year 20_____.
4. Further, we have furnished following details as required under section 262 of the Income-tax Act, 2025 read with Rule 157 of the Income-tax Rules, 2026.

Sr. No.	***Nature of information***	***Details #***
(I)	***Name of the Investor***	
(ii)	***E-mail address and contact number of the Investor***	
(iii)	***Address in the country or specified territory outside India of which Investor is a tax resident;***	
(iii)	*Tax identification number of the Investor in the country of residence and if there is no such number, then, a unique number on the basis of which the person is identified by the Government of the country or the specified territory of which the Investor claims to be a resident*	

Verification

I _____do hereby declare that to the best of my knowledge and belief what is stated above is correct, complete and is truly stated.

Verified today the_____day of _____.

For and on behalf of _____

_____

Signature of the person providing the information

Place: _____

Date (dd/mm/yyyy): _____/_____/_____

FATCA/CRS declaration for Individuals

Details of individuals including additional FATCA & CRS information

(All fields are mandatory. Please note that where there are joint account holders each investor is required to complete a separate FATCA CRS Form.)

1 **Name** _____

2 **Customer ID** _____

3 **Address of tax residence (including city, state, country and pin code)** _____

4 **Address Type** _____

5 **Gender** _____

6 **Nationality** _____

7 **Citizenship** _____

8 **Place of Birth** _____

9 **Country of Birth** _____

10 **Birth Date (DD/MM/YYYY)** _____

11 **PAN** _____

12 **Identification Type (Documents submitted as proof of individual of the individual)** _____

13 **Aadhaar Number 14 Father's Name** _____

15 **Spouse's Name** _____

16 **Telephone/mobile number with ISD code** _____

17 **Occupation Type (Business, Service or Others)18Do you hold US Passport or Green Card (YES / NO) – provide details if YES** _____

Please indicate the country/ies in which the individual is a resident for tax purposes and the associated Tax ID Number below:

Name of the First / Second Holder	Country of Tax Residence (include US Citizens and Green Card Holders)	Tax Identification Number	Identification Type (TIN or Other, please specify)

[1] Passport, Election ID card, PAN Card, ID Card, Driving License, UIDAI Letter, NREGA Job card, Others

[2] To include US, where individual is a US citizen or green card holder

[3] In case Tax Identification Number is not available, kindly provide functional equivalent

Certificate

Under penalty of perjury, I certify that:

I understand that _____(name of the fund) is relying on this information for the purpose of determining the status of the account holder named above in compliance with FATCA/CRS. The _____Fund is not able to offer any tax advice on FATCA/CRS or its impact on the account holder. I/We will seek advice from professional tax advisor for any tax questions.

I agree to submit a new form within 30 days if any information or certification on this form becomes incorrect.

I agree that as may be required by domestic regulators/tax authorities, _____ (fund name) will also be required to report, reportable details to CBDT or authorities/agencies or close or suspend my account as appropriate.

I have understood the information requirements of this Form (read along with FATCA/CRS instructions) and hereby confirm that

the information provided by me/us on this Form including the taxpayer identification number is true, correct and complete.

I/We also confirm that I/We have read and understood the FATCA Terms and Conditions and hereby accept the same.

I / we acknowledge and confirm that if there is any false or inaccurate information provided in the self-certification which in turn leads to furnishing of an incorrect statement under section 285BA under the Income-tax Act, 1961, I / we may be liable for a penalty of five thousand rupees which shall be imposable with respect to such inaccurate information provided.

Name:_____ Place: _____

Signature:_____ Date (dd/mm/yyyy): _____/_____/_____

First Holder

FATCA/CRS declaration for Individuals

Details of individuals including additional FATCA & CRS information

(All fields are mandatory. Please note that where there are joint account holders each investor is required to complete a separate FATCA CRS Form.)

1 **Name** _____

2 **Customer ID** _____

3 **Address of tax residence (including city, state, country and pin code)** _____

4 **Address Type** _____

5 **Gender** _____

6 **Nationality** _____

7 **Citizenship** _____

8 **Place of Birth** _____

9 **Country of Birth** _____

10 **Birth Date (DD/MM/YYYY)** _____

11 **PAN** _____

12 **Identification Type (Documents submitted as proof of individual of the individual)** _____

13 **Aadhaar Number 14 Father's Name** _____

15 **Spouse's Name** _____

16 **Telephone/mobile number with ISD code** _____

17 **Occupation Type (Business, Service or Others)18Do you hold US Passport or Green Card (YES / NO) – provide details if YES** _____

Please indicate the country/ies in which the individual is a resident for tax purposes and the associated Tax ID Number below:

Name of the First / Second Holder	Country of Tax Residence (include US Citizens and Green Card Holders)	Tax Identification Number	Identification Type (TIN or Other, please specify)

[1] Passport, Election ID card, PAN Card, ID Card, Driving License, UIDAI Letter, NREGA Job card, Others

[2] To include US, where individual is a US citizen or green card holder

[3] In case Tax Identification Number is not available, kindly provide functional equivalent

Certificate

Under penalty of perjury, I certify that:

I understand that _____(name of the fund) is relying on this information for the purpose of determining the status of the account holder named above in compliance with FATCA/CRS. The _____Fund is not able to offer any tax advice on FATCA/CRS or its impact on the account holder. I/We will seek advice from professional tax advisor for any tax questions.

I agree to submit a new form within 30 days if any information or certification on this form becomes incorrect.

I agree that as may be required by domestic regulators/tax authorities, _____ (fund name) will also be required to report, reportable details to CBDT or authorities/agencies or close or suspend my account as appropriate.

I have understood the information requirements of this Form (read along with FATCA/CRS instructions) and hereby confirm that

the information provided by me/us on this Form including the taxpayer identification number is true, correct and complete.

I/We also confirm that I/We have read and understood the FATCA Terms and Conditions and hereby accept the same.

I / we acknowledge and confirm that if there is any false or inaccurate information provided in the self-certification which in turn leads to furnishing of an incorrect statement under section 285BA under the Income-tax Act, 1961, I / we may be liable for a penalty of five thousand rupees which shall be imposable with respect to such inaccurate information provided.

Name:_____ Place: _____

Signature:_____ Date (dd/mm/yyyy): _____/_____/_____

Second Holder

Entity FATCA/CRS Form

ENTITY DETAILS

1. a) Name of the entity: _____

   b) PAN: _____

2. Customer ID: _____

3. a) Country of incorporation: _____ b) Place/City of incorporation: _____

4. Date of Incorporation: (Mandatory if valid PAN not reported)

5. Date of Commencement of Business :

6. Entity Constitution Type:

7. (A - Partnership Firm, B – HUF, C - Private Limited Company, D- Public Limited Company, E- Society, F- AOP/BOI, G – Trust, H – Liquidator, I– Limited Liability Partnership, J- Artificial Juridical Person, K- Sole Proprietorship Z – Others specify _____)

8. a) Identification Number (please provide any one)

   CIN :_____ Global Entity Identification Number _____ ,
   TIN (provide if no CIN or GEIN)

   b) Identification Number issuing country: _____

ADDRESS AND CONTACT DETAILS

Address for tax purposes (including city, state, country and pin code) :_____
_____ ,

9. Address type: _____

   (Residential or business / Residential / Business / Registered Office / Unspecified)

10. Contact details (Mobile / telephone no including ISD and STD code) _____
    (Details of current / permanent / overseas and local / correspondence address to be collected)

PROOF OF IDENTITY AND PROOF OF ADDRESS

11. Proof of Identity (PoI) – (Certified copy of **any one** of following PoI needs to be submitted.)

☐ Certificate of Incorporation/Formation

☐ Memorandum and Article of Association/Partnership Deed/Trust Deed

☐ Officially valid document(s) in respect of person authorized to transact

☐ Resolution of Board/Managing Committee

☐ Registration Certificate

12. Proof of Address (PoA) - (Certified copy of **any one** of following PoA needs to be submitted)

☐ Certificate of Incorporation/Formation

☐ Registration Certificate

FATCA & CRS declaration

(Please consult your professional tax advisor for further guidance on tax residency and FATCA & CRS classification)

TAX RESIDENCY

13. Please tick the applicable tax resident declaration: **(Any one)**

☐ Entity is a tax resident of India and not tax resident of any other country **OR**

☐ Entity is a tax resident of the country/ies mentioned in the table below

Please indicate all the country/ies in which the entity is a resident for tax purposes and the associated TIN below:

Country/(ies) of tax residency	Tax Identification Number%	Identification Type (TIN or Other%, please specify)

% In case Tax Identification Number is not available, kindly provide functional equivalent

14. Questions relevant for entity FATCA and CRS declaration

a. Is the entity a U.S. Person Yes ☐ No ☐

b. Is the entity a specified U.S. Person Yes ☐ No ☐

(If No, please mention entity's exemption code: _____)

c. Is the entity a Financial Institution (FI) **OR** a Direct Reporting NFE Yes ☐ No ☐

(If Yes, please fill **Part A of Q15 or else go to next question**)

d. Is the entity a publicly traded corporation/ a related entity of a publicly traded corporation Yes ☐ No ☐ (If Yes, please fill Part B1 or B2 of Q15 or else go to next question)

e. Is the entity a Governmental entity, an International Organization, a Central Bank , or an entity wholly owned by one or more of the foregoing Yes ☐ No ☐

(If yes, please sign the declaration on Page _____ or else go to next question)

f. Does the entity have any ultimate beneficial owners (incl. controlling persons) who are tax residents (incl. U.S. citizens/green card holders) of countries other than India Yes ☐ No ☐

[1]It is mandatory to supply a TIN or functional equivalent if the country in which you are tax resident issues such identifiers. If no TIN is yet available or has not yet been issued, please provide an explanation and attach this to the form.

[2] Including a Foreign Financial Institution

(If yes, please fill **Part B3 or B4 of Q15 or else go to Page 5 & sign the declaration**)

1. Entity FATCA classification and other details

Part A (to be filled by Financial Institutions or Direct Reporting NFEs)*			
1.	☐ We are a Financial institution OR ☐ Direct reporting NFE (please tick as appropriate) *If the entity is a FI and a tax resident outside India, please fill Annexure A (Additional CRS declaration)	GIIN:_____ Note: If you do not have a GIIN but you are sponsored by another entity, please provide your sponsor's GIIN above and indicate your sponsor's name below: Name of sponsoring entity_____ _____	GIIN not available (please tick as applicable): Following options available only for Financial Institutions: ☐ **Applied for** ☐ **Not required to apply for** (Please specify sub-category_____) Please provide with Form W8-BEN-E, duly filled in ☐ **Not obtained – Non -participant FI**
	Part B (please fill any one as appropriate; to be filled by NFEs other than Direct Reporting NFEs)		
B1	Is the Entity a publicly traded company (that is, a company whose shares are regularly traded on an established securities market)	☐ Yes (If yes, please specify any one stock exchange upon which the stock is regularly traded) Name of the stock exchange _____	
B2	Is the Entity a related entity of a publicly traded company - a company whose shares are regularly traded on an established securities market	☐ Yes Name of the listed company, the stock of which is regularly traded_____ _____ (If yes, please specify any one stock exchange upon which the stock is regularly traded) Name of the stock exchange _____ Nature of relation: ☐ Subsidiary of the listed company ☐ Controlled by a listed company	
B3	Is the Entity an active NFE	☐ Yes Nature of business : Please specify the sub-category of Active NFE: (Mention code – refer 2c of Part D)	
B4	Is the Entity a passive NFE (if yes, please fill **Part C of Q15**)	☐ Yes Nature of business _____	

[3]Refer 1 of Part D
[4]Refer 3(vii) of Part D
[5]Refer 1A. of Part D
[6]Refer 2a of Part D
[7]Refer 2b of Part D
[8]Refer 2c of Part D
[9]Refer 3(ii) of Part D

PART D: FATCA-CRS INSTRUCTIONS & DEFINITIONS

Part C – To be filled in to identify ultimate beneficial owner and especially by Passive NFEs
(a) – Summary of controlling persons

Sl No	Name of Controlling Person	Controlling Person Type Code
1		
2		
3		
4		
5		
6		

(b) –Details of Controlling Person (Please use format provided in Annexure B for each controlling person)

FATCA CRS Terms and Conditions

The Central Board of Direct Taxes has notified Rules 114F to 114H, as part of the Income-tax Rules, 1962, which Rules require Indian financial institutions such as Banks, Alternative Investment Funds, broking houses etc 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 reported to tax authorities/ appointed agencies. Towards compliance, we may also be required to provide information to any institutions such as withholding agents for the purpose of ensuring appropriate withholding from the account or any proceeds in relation thereto.

Please note that you may receive more than one request for information if you have multiple relationships with Banks, Alternative Investment Funds, broking houses etc or its group entities. Therefore, it is important that you respond to our request, even if you believe you have already supplied any previously requested information. Under the Rules, Financial instituions like Banks, Alternative Investment Funds, broking houses etc are required to perform due-diligence procedures in relation to the customer. Depending upon the outcome of such procedures, such financial instituions may exercise discretion to report information on any given customer to the relevant authorities, notwithstanding the declaration provided by the customer.

If you have any questions about your tax residency, please contact your tax advisor. If you are a US citizen or resident or green card holder, please include United States in the foreign country information field along with your US Tax Identification Number.

Certification

Under penalty of perjury, I/we certify that:

- I/We understand that the Fund is relying on this information for the purpose of determining the status of the account holder named above in compliance with FATCA/CRS. The Fund is not able to offer any tax advice on FATCA or CRS or its impact on the account holder. I/we shall seek advice from professional tax advisor for any tax questions.
- I/We agree to submit a new form within 30 days if any information or certification on this form becomes incorrect.
- I/We agree that as may be required by domestic regulators/tax authorities, the Fund may also be required to report, reportable details to CBDT or other authorities/agencies or close or suspend my account, as appropriate.
- I have understood the information requirements of this Form (read along with the FATCA/CRS Instructions & Definitions in Part D to this Form) and hereby confirm that the information provided by me on this Form is true, correct, and complete. I also confirm that I have read and understood the FATCA CRS Terms and Conditions and hereby accept the same.
- I / we acknowledge and confirm that if there is any false or inaccurate information provided in the self-certification which in turn leads to furnishing of an incorrect statement under section 285BA under the Income-tax Act, 1961, I / we may be liable for a penalty of five thousand rupees which shall be imposable with respect to such inaccurate information provided.

Name: _____ Designation: _____

Signature: _____ Date: _____ Place: _____

Part D: FATCA-CRS Instructions & Definitions

1. **Financial Institution (FI)** - The term FI means any financial institution that is a Depository Institution, Custodial Institution, Investment Entity or Specified Insurance company, as defined.

   (i) **Depository institution:** is an entity that accepts deposits in the ordinary course of banking or similar business.

   (ii) **Custodial institution** is an entity that holds as a substantial portion of its business, holds financial assets for the account of others and where it's income attributale to holding financial assets and related financial services equals or exceeds 20 percent of the entity's gross income during the shorter of-

   a) The three financial years preceding the year in which determination is made; or

   b) The period during which the entity has been in existence, whichever is less.

(iii) **Investment entity is any entity:**

a) That primarily conducts a business or operates for or on behalf of a customer for any of the following activities or operations for or on behalf of a customer

(i) Trading in money market instruments (cheques, bills, certificates of deposit, derivatives, etc.); foreign exchange; exchange, interest rate and index instruments transferable securities; or commodity futures trading; or

(ii) Individual and collective portfolio management; or

(iii) Investing, administering or managing funds, money or financial asset or money on behalf of other persons ;

or

b) The gross income of which is primarily attributable to investing, reinvesting, or trading in financial assets, if the entity is managed by another entity that is a depository institution, a custodial institution, a specified insurance company, or an investment entity described above.

An entity is treated as primarily conducting as a business one or more of the 3 activities described above, or an entity's gross income is primarily attributable to investing, reinvesting, or trading in financial assets of the entity's gross income attributable to the relevant activities equals or exceeds 50 percent of the entity's gross income during the shorter of:

(i) the three-year period ending on 31 March of the year preceding the year in which the determination is made; or

(ii) the period during which the entity has been in existence.

The term "Investment Entity" does not include an entity that is an active non-financial entity as per codes 03, 04, 05 and 06 - refer point 2c.)

In case the entity confirms it is an FI and a tax resident outside India, an additional CRS declaration will need to be filled. Refer Annexure A

(iv) **Specified Insurance Company:** Entity that is an insurance company (or the holding company of an insurance company) that issues, or is obligated to make payments with respect to, a Cash Value Insurance Contract or an Annuity Contract.

1A FIs not required to apply for GIIN:

Code	Sub-category
01	Governmental Entity, International Organization or Central Bank
02	Treaty Qualified Retirement Fund; a Broad Participation Retirement Fund; a Narrow Participation Retirement Fund; or a Pension Fund of a Governmental Entity, International Organization or Central Bank
03	Non-public fund of the armed forces, an employees' state insurance fund, a gratuity fund or a provident fund
04	Entity is an Indian FI solely because it is an investment entity
05	Qualified credit card issuer
06	Investment Advisors, Investment Managers & Executing Brokers
07	Exempt collective investment vehicle
08	Indian trust where the trustee is a reporting FI
09	FI with a local client base
10	Non-registering local banks
11	FFI with only Low-Value Accounts
12	Sponsored investment entity and controlled foreign corporation
13	Sponsored, Closely Held Investment Vehicle
14	Owner Documented FFI (if you select this category, please provide Owner Reporting Statement or an Auditor's Letter with required details as mentioned in Form W8 BEN E)

2. Non-financial entity (NFE) – Any entity that is not a financial institution

Types of NFEs that are regarded as excluded NFE are:

a.. Publicly traded company (listed company)

A company is publicly traded if its stock are regularly traded on one or more established securities markets

(Established securities market means an exchange that is officially recognized and supervised by a governmental authority in which the securities market is located and that has a meaningful annual value of shares traded on the exchange)

b. Related entity of a publicly traded company

The NFE is a related entity of an entity of which is regularly traded on an established securities market;

c. Active NFE : (is any one of the following):

Code	Sub-category
01	Less than 50 percent of the NFE's gross income for the preceding financial year is passive income and less than 50 percent of the assets held by the NFE during the preceding financial year are assets that produce or are held for the production of passive income;
02	The NFE is a Governmental Entity, an International Organization, a Central Bank , or an entity wholly owned by one or more of the foregoing;

c. Active NFE : (is any one of the following):	
Code	**Sub-category**
03	Substantially all of the activities of the NFE consist of holding (in whole or in part) the outstanding stock of, or providing financing and services to, one or more subsidiaries that engage in trades or businesses other than the business of a Financial Institution, except that an entity shall not qualify for this status if the entity functions as an investment fund, such as a private equity fund, venture capital fund, leveraged buyout fund, or any investment vehicle whose purpose is to acquire or fund companies and then hold interests in those companies as capital assets for investment purposes;
04	The NFE is not yet operating a business and has no prior operating history, but is investing capital into assets with the intent to operate a business other than that of a Financial Institution, provided that the NFE shall not qualify for this exception after the date that is 24 months after the date of the initial organization of the NFE;
05	The NFE was not a Financial Institution in the past five years, and is in the process of liquidating its assets or is reorganizing with the intent to continue or recommence operations in a business other than that of a Financial Institution;
06	The NFE primarily engages in financing and hedging transactions with, or for, Related Entities that are not Financial Institutions, and does not provide financing or hedging services to any Entity that is not a Related Entity, provided that the group of any such Related Entities is primarily engaged in a business other than that of a Financial Institution;
07	Any NFE that fulfills all of the following requirements: · It is established and operated in India exclusively for religious, charitable, scientific, artistic, cultural, athletic, or educational purposes; or it is established and operated in India and it is a professional organization, business league, chamber of commerce, labor organization, agricultural or horticultural organization, civic league or an organization operated exclusively for the promotion of social welfare; • It is exempt from income tax in India; • It has no shareholders or members who have a proprietary or beneficial interest in its income or assets; • The applicable laws of the NFE's country or territory of residence or the NFE's formation documents do not permit any income or assets of the NFE to be distributed to, or applied for the benefit of, a private person or non-charitable Entity other than pursuant to the conduct of the NFE's charitable activities, or as payment of reasonable compensation for services rendered, or as payment representing the fair market value of property which the NFE has purchased; and The applicable laws of the NFE's country or territory of residence or the NFE's formation documents require that, upon the NFE's liquidation or dissolution, all of its assets be distributed to a governmental entity or other non-profit organization, or escheat to the government of the NFE's country or territory of residence or any political subdivision thereof. Explanation.- For the purpose of this sub-clause, the following shall be treated as fulfilling the criteria provided in the said sub-clause, namely:- (I) an Investor Protection Fund referred to in clause (23EA); (II) a Credit Guarantee Fund Trust for Small Industries referred to in clause 23EB; and (III) an Investor Protection Fund referred to in clause (23EC), of section 10 of the Act;

3. Other definitions

(i) Related entity

An entity is a 'related entity' of another entity if either entity controls the other entity, or the two entities are under common control For this purpose, control includes direct or indirect ownership of more than 50% of the votes and value in an entity.

(i) Passive NFE

The term passive NFE means

(a) any non-financial entity which is not an active non-financial entity including a publicly traded corporation or related entity of a publicly traded company; or

(b) an investment entity defined in clause 1(iii)(b) of these instructions which is not located in any of the jurisdictions specified by the Central Board of Direct Taxes^ in this behalf

(c) not a withholding foreign partnership or withholding foreign trust;

(Note: Foreign persons having controlling interest in a passive NFE are liable to be reported for tax information compliance purposes)

^ Notification no. 78/2018

(iii) Passive income

The term passive income includes income by way of :

(1) Dividends,

(2) Interest

(3) Income equivalent to interest,

(4) Rents and royalties, other than rents and royalties derived in the active conduct of a business conducted, at least in part, by employees of the NFE

(5) Annuities

(6) The excess of gains over losses from the sale or exchange of financial assets that gives rise to passive income

(7) The excess of gains over losses from transactions (including futures, forwards, options and similar transactions) in any financial assets,

(8) The excess of foreign currency gains over foreign currency losses

(9) Net income from swaps

10) Amounts received under cash value insurance contracts

But passive income will not include, in case of a non-financial entity that regularly acts as a dealer in financial assets, any income from any transaction entered into in the ordinary course of such dealer's business as such a dealer.

(iv) Controlling persons

Controlling persons are natural persons who exercise control over an entity and includes a beneficial owner under sub-rule (3) of rule 9 of the Prevention of Money-Laundering (Maintenance of Records) Rules, 2005. In the case of a trust, the controlling person means the settlor, the trustees, the protector (if any), the beneficiaries or class of beneficiaries, and any other natural person exercising ultimate effective control over the trust. In the case of a legal arrangement other than a trust, controlling person means persons in equivalent or similar positions.

Pursuant to guidelines on identification of Beneficial Ownership issued vide SEBI circular no. CIR/MIRSD/2/2013 dated January 24, 2013, persons (other than Individuals) are required to provide details of Beneficial Owner(s) ('BO'). Accordingly, the Beneficial Owner means 'Natural Person', who, whether acting alone or together, or through one or more juridical person, exercises control through ownership or who ultimately has a controlling ownership interest of / entitlements to:

i. More than 10% of shares or capital or profits of the juridical person, where the juridical person is a company;

ii. More than 10% of the capital or profits of the juridical person, where the juridical person is a partnership; or

iii. More than 15% of the property or capital or profits of the juridical person, where the juridical person is an unincorporated association or body of individuals.

Where the client is a trust, the financial institution shall identify the beneficial owners of the client and take reasonable measures to verify the identity of such persons, through the identity of the settler of the trust, the trustee, the protector, the beneficiaries with 10% or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

Where no natural person is identified the identity of the relevant natural person who holds the position of senior managing official.

(A) Controlling Person Type:	
Code	**Sub-category**
C01	CP of legal person-ownership
C02	CP of legal person-other means
C03	CP of legal person-senior managing official
C04	CP of legal arrangement-trust-settlor
C05	CP of legal arrangement—trust-trustee
C06	CP of legal arrangement—trust-protector
C07	CP of legal arrangement—trust-beneficiary
C08	CP of legal arrangement—trust-other
C09	CP of legal arrangement—Other-settlor equivalent
C10	CP of legal arrangement—Other-trustee equivalent
C11	CP of legal arrangement—Other-protector equivalent
C12	CP of legal arrangement—Other-beneficiary equivalent
C13	CP of legal arrangement—Other-other equivalent
C14	Unknown

(v) Specified U.S. person – A U.S person **other** than the following:

(a) a corporation the stock of which is regularly traded on one or more established securities markets;

(b) any corporation that is a member of the same expanded affiliated group, as defined in section 1471(e)(2) of the U.S. Internal Revenue Code, as a corporation described in clause (i);

(c) the United States or any wholly owned agency or instrumentality thereof;

(d) any State of the United States, any U.S. Territory, any political subdivision of any of the foregoing, or any wholly owned agency or instrumentality of any one or more of the foregoing;

(e) any organization exempt from taxation under section 501(a) of the U.S. Internal Revenue Code or an individual retirement plan as defined in section 7701(a)(37) of the U.S. Internal Revenue Code;

(f) any bank as defined in section 581 of the U.S. Internal Revenue Code;

(g) any real estate investment trust as defined in section 856 of the U.S. Internal Revenue Code;

(h) any regulated investment company as defined in section 851 of the U.S. Internal Revenue Code or any entity registered with the U.S. Securities and Exchange Commission under the Investment Company Act of 1940 (15 U.S.C. 80a-64);

(i) any common trust fund as defined in section 584(a) of the U.S. Internal Revenue Code;

(j) any trust that is exempt from tax under section 664(c) of the U.S. Internal Revenue Code or that is described in section 4947(a)(1) of the U.S. Internal Revenue Code;

(k) a dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any State;

(l) a broker as defined in section 6045(c) of the U.S. Internal Revenue Code; or

(m) any tax-exempt trust under a plan that is described in section 403(b) or section 457(g) of the U.S. Internal Revenue Code.

(vi) Owner documented FFI

An FFI meets the following requirements:

(A) The FFI is an FFI solely because it is an investment entity;

(B) The FFI is not owned by or related to any FFI that is a depository institution, custodial institution, or specified insurance company;

(C) The FFI does not maintain a financial account for any nonparticipating FFI;

(D) The FFI provides the designated withholding agent with all of the documentation and agrees to notify the withholding agent if there is a change in circumstances; and

(E) The designated withholding agent agrees to report to the IRS (or, in the case of a reporting Model 1 FFI, to the relevant foreign government or agency thereof) all of the information described in or (as appropriate) with respect to any specified U.S. persons and (2). Notwithstanding the previous sentence, the designated withholding agent is not required to report information with respect to an indirect owner of the FFI that holds its interest through a participating FFI, a deemed-compliant FFI (other than an owner-documented FFI), an entity that is a U.S. person, an exempt beneficial owner, or an excepted NFE.

(vii) Direct reporting NFE

A direct reporting NFE means a NFE that elects to report information about its direct or indirect substantial U.S. owners to the IRS

(viii) Exemption code for U.S. persons

Code	Sub-category
A	An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)
B	The United States or any of its agencies or instrumentalities
C	A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities
D	A corporation the stock of which is regularly traded on one or more established securities markets, as described in Reg. section 1.1472-1(c)(1)(i)
E	A corporation that is a member of the same expanded affiliated group as a corporation described in Reg. section 1.1472-1(c)(1)(i)
F	A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state
G	A real estate investment trust
H	A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940
I	A common trust fund as defined in section 584(a)
J	A bank as defined in section 581
K	A broker
L	A trust exempt from tax under section 664 or described in section 4947(a)(1)
M	A tax exempt trust under a section 403(b) plan or section 457(g) plan

Instructions for filling the Form: The form has to be filled out by a 'Financial Institution' with tax residency of a foreign jurisdiction.

Country of tax residency : _____

1. Whether CRS Jurisdiction: Yes ☐ No ☐
   (Please refer to the list of signatories to CRS given in the following link http://www.oecd.org/tax/automatic-exchange/international-framework-for-the-crs/) (If no, please go to Qs.2)
2. Whether FI is an 'Investment Entity? Yes ☐ No ☐
   (Please refer definition 1(iii) of Part D of the FATCA-CRS declaration - If yes, please go to Qs. 3
3. Please tick the appropriate answer:
   The entity is managed by another entity that is a depository institution, a custodial institution, a specified insurance company, or an investment entity and the gross income of the entity is primarily attributable to investing, reinvesting, or trading in financial assets.
   Yes ☐ No ☐
   If **Yes**, please additionally fill **Part C** of the FATCA-CRS declaration)

Certification

I have understood the information requirements of this Form (read along with the FATCA/CRS Instructions) and hereby confirm that the information provided by me on this Form is true, correct, and complete. I also confirm that I have read and understood the FATCA CRS Terms and Conditions and hereby accept the same.

Name: _____ Designation: _____

Signature: _____ Date: _____ Place: _____

[10]Entity's gross income attributable to the relevant activities equals or exceeds 50 percent of the entity's gross income during the shorter of:

(I) the three-year period ending on 31 March of the year preceding the year in which the determination is made; or

(ii) the period during which the entity has been in existence.

Annexure B to Part C(b) – Details of Controlling Person.

1	Name of the controlling person		
2	Controlling person type code1		
3	KYC number (mandatory, if available)		
4	Customer ID (mandatory, if available)		
5	Date of Birth (DD-MM-YYYY)		
6	Place / City of Birth		
7	Country of Birth		
8	Gender (Male, Female, Others)		
9	Marital Status (Married, Unmarried, Others)		
10	Maiden Name (if any)		
11	PAN		
12	Father's name (mandatory if PAN not provided)		
13	Spouse's name (mandatory if Father's name not given)		
14	Mother's Name		
15	Nationality (Please specify Indian or Others)		
16	Residential Status (Please tick all applicable fields)	Resident Individual ☐ Foreign National ☐ Non Resident Indian ☐ Person of Indian Origin ☐	
17	Country of tax residence*		
18	Tax identification number (or functional equivalent) %		
19	Tax identification number type		
20	Residence Address for Tax purpose (including City, State, Country and Pin code)		
21	Address Type: (Residential or Business, Residential, Business, Registered Office)		
22	Mobile/ Telephone Number (with ISD & STD code)		
23	Occupation Type • Service (Public Sector, Private Sector, Government Sector) • Others (Professional, Self-employed, Retired, Housewife, Student) • Business • Not categorized		
24	Proof of Identity@ Identification number		
25	Proof of Address (Passport / Driving License / UID/ Voter Identity Card / NREGA Job Card / Others)		
26	Aadhar Number (optional)		

*To include US, where controlling person is a US citizen or green card holder. Please provide the ALL the countries of tax residency and corresponding TINs.

% In case Tax Identification Number is not available, kindly provide functional equivalent11 . @Permissible values are:

- Passport – (With expiry date)
- Election ID card
- Driving License – (With Expiry Date)
- PAN Card
- UIDAI Letter
- ID Card
- NREGA Job card
- Others

Refer 3(iv) (A) of Part D

http://www.oecd.org/tax/automatic-exchange/international-framework-for-the-crs/)

CONTRIBUTION AGREEMENT

FOR

MOTILAL OSWAL GIFTCITY INDIA EQUITY FUND OF FUNDS TRUST

Amongst

CATALYST TRUSTEESHIP LIMITED
("Trustee")

And

MO ALTERNATIVE IFSC PRIVATE LIMITED
("Investment Manager")

And

_____
("Contributor")

Signature:

_____ _____

First Holder Second Holder

THIS CONTRIBUTION AGREEMENT (hereinafter referred to as this **"Agreement"**) is executed at _____on this _____ day of _____, 2025.

BY AND AMONGST:

1. **Catalyst Trusteeship Limited,** a company incorporated under the Companies Act, 2013, and having its registered office at GDA House, First Floor, Plot No. 85, S. No. 94 & 95, Bhusari Colony (Right), Kothrud, Pune- 411038 India and branch office at 627, 6th Floor, Signature Building, Block 13B, Zone 1, SEZ, GIFT City, Gandhi Nagar, Gujarat– 382024 (hereinafter referred to as the **"Trustee"** which expression shall, unless repugnant to or inconsistent with the context or meaning thereof, be deemed to mean and include its successors and permitted assigns) acting in its capacity as the trustee of the **"Motilal Oswal Giftcity India Equity Fund of Funds Trust"** (hereinafter referred to as the **"Trust"**) of the FIRST PART;

AND

2. MO Alternative IFSC Private Limited, a private limited company incorporated under the Companies Act, 2013 and having its registered office at 6th Floor, Unit no 635, Signature Building, Block-13 B Zone 1 GIFT - SEZ, Gandhinagar Gujarat 382355 (hereinafter referred to as the **"Investment Manager"**, which expression shall, unless repugnant to or inconsistent with the context or meaning thereof, be deemed to mean and include its successors and assigns) of the SECOND PART;

AND

3. _____ (hereinafter referred to as the **"Contributor"** which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include their permitted assigns) of the OTHER PART.

In this Agreement, unless the context otherwise requires, (i) the Trustee and the Investment Manager shall hereinafter be jointly referred to as the **"Fund Parties"** and individually as a **"Fund Party"**; and (ii) the Trustee, Investment Manager and the Contributor shall hereinafter be jointly referred to as the **"Parties"**, and individually as a **"Party"**.

WHEREAS:

1. Under the Indenture (as defined herein below), the Trustee has been appointed by the Settlor (as defined herein below) to act as a trustee to the Trust. The Trust is organized as a contributory trust, settled in India by the Settlor (with the Initial Settlement being irrevocable) under the provisions of the Indian Trusts Act, 1882, pursuant to the Indenture.
2. Under the Investment Management Agreement (as defined herein below), the Trustee has appointed the Investment Manager for the primary purpose of advising, managing and administering the Trust Fund (as defined herein below) and to invest the Investible Funds (as defined herein below) by providing professional advice and related services to the Trust and its scheme/s. The Capital Contribution (as defined herein below) drawn down by the Investment Manager under this Agreement shall be invested by the Fund in terms of the Trust Documents (as defined herein below) and the Contributor having read and understood the same.
3. The Contributor acknowledges the receipt of the Memorandum and having read and understood the terms and conditions contained in the Memorandum, hereby unconditionally agrees to contribute to the Fund on the terms and conditions as contained in the Memorandum, the Indenture and this Agreement.
4. The Parties are executing this Agreement to record the terms and conditions based on which the Contributor shall make Capital Contributions to the Fund and subscribe to Units (as defined herein below) of the Fund and other matters, incidental and ancillary thereto, which they agree will be interpreted, acted upon and governed in accordance with the terms and conditions of this Agreement and the Trust Documents.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1 Definitions

1.1. *In this Agreement, the following terms shall have the meanings as hereinafter set forth:*

1.1.1. **"Performance Fees"** has the meaning assigned to such term under Clause 2.4 of this Agreement.

1.1.2. **"Accredited Investor"** shall have the meaning as ascribed to such term under the Regulations.

1.1.3. **"Agreement"** means this contribution agreement as originally executed on the date first mentioned above, by and between the Contributor, the Trustee and the Investment Manager primarily to regulate the acceptance, management, administration and disbursal of Capital Contributions and the distribution of income, gains and proceeds thereon and as amended, modified, supplemented or restated from time to time, together with all annexure, schedules and exhibits, if any and the "Agreements" means this Agreement and all other contribution agreements entered into with other Contributors.

1.1.4. **"Applicable Law"** means any applicable Indian statute, law, ordinance, regulation, rule, order, bye-law, administrative interpretation, writ, injunction, directive, judgment or decree or other instrument which has a force of law in India, as is in force from time to time.

1.1.5. **"Associate" means-**

a) a company or a limited liability partnership (LLP) or a body corporate in which a director or trustee or partner of the FME or the FME or any fiduciaries as defined in regulation 17 of the Regulations, either individually or collectively, hold twenty percent or more of its paid-up equity share capital or partnership interest, as the case may be

b) a company or a limited liability partnership or a body corporate, either individually or collectively, hold twenty percent or more of its paid-up equity share capital or partnership interest, as the case may be in the

c) Any other company or a limited liability partnership or a body corporate, in which the entity referred in clause (b) above holds twenty percent or more of its paid-up equity share capital or partnership interest, as the case may be

1.1.6. **"Beneficial Interest"** means the interest held by each of the Contributors in the Fund as determined in accordance with the Indenture.

1.1.7. **"Business Day"** means any day (except Saturday and Sunday and such other days as the Investment Manager may determine) on which banks and exchanges are open for business in Mumbai.

1.1.8. **"Capital Commitment"** means the amount specified in the Contribution Agreement, agreed by a Contributor to be contributed for investment in a particular Scheme, in terms of the Contribution Agreement and the Memorandum. In case of relocation of the offshore fund to the IFSC, Capital Commitment is deemed to include consideration discharged by way of a swap i.e. proportionate issuance of units by the IFSC AIF to either the unitholders/shareholders/interest holders of the offshore fund in lieu of the units or shares or interest held in the offshore fund or to the offshore fund (in case where unit is not issued by the Scheme to shareholder or unit holder or interest holder of offshore fund).

1.1.9. **"Capital Contribution"** means that portion of Capital Commitment contributed by a Contributor to the Fund, pursuant to issuance of the Drawdown Notice/s, in accordance with the provisions of the respective Agreements and the Memorandum.

1.1.10. **"Class"** with respect to the Units of the Fund means a class/Subclass/series or category of Units of the Fund, as distinct from another class/Subclass/series or category of Units of the Fund and is distinct from the rights and interest of Units of the other class/Subclass/series or category of Units vis-à-vis the respective Schemes of the Trust.

1.1.11. **"Class A Units"** Class A Units of the Fund being offered through Memorandum and to be subscribed by the FME by making the FME Commitment.

1.1.12. **"Class AC1, AC2s, Class AC3, AC4 Units"** means Class AC1, AC2 Units Class AC3, AC4 Units being offered through Memorandum to be subscribed to by the Accredited Investors and are making the Minimum Capital Commitment.

1.1.13. **"Class B1, B2, B3, B4 Units"** means Class B1, B2, B3, B4 Units being offered through Memorandum to be subscribed to by the Contributors (sourced through any channel partner/distributor) and are making the Minimum Capital Contribution

1.1.14. "Class C1, C2 Units means Class C1, C2 Units being offered through Memorandum to be subscribed to by the Contributors (sourced through any channel partner/distributor) and are making the Minimum Capital Contribution

1.1.15. Class D1, D2, D3, D4 Units means Class D1, D2, D3, D4 Units being offered through Memorandum to be subscribed to by the Contributors (sourced through any registered investment adviser/Distributor) and are making the Minimum Capital Contribution

1.1.16. Class E1, E2, E3, E4 Units means Class E1, E2, E3, E4 Units being offered through Memorandum to be subscribed to by the Contributors (sourced through any channel partner/distributor) and are making the Minimum Capital Contribution

1.1.17. Class CK1 Units: To the Contributors subscribing to the Trust (sourced through any channel partner/distributor) and are making the Minimum Capital Contribution.

1.1.18. Class Z1, Z2 Units means Class Z1, Z2 Units being offered through Memorandum to be subscribed to by the Contributors (sourced through any registered investment adviser) and are making the Minimum Capital Contribution

1.1.19. The face value of each Unit shall be USD 100 (United States Dollars One Hundred Only). The FME may authorise the creation of additional Classes of Units in the future, subject to different terms and conditions as may be specified in the provisions of this Memorandum, and as may be amended or supplemented from time to time, subject to such additional Class of Units a) not adversely affecting the rights of existing classes of Units and b) not have any impact on the economic or any other rights of other Unitholders. Where applicable, Classes will in turn be divided into multiple series ("Series") to equitably reflect the different Management Fees and Performance Fee payable by certain Contributors as a result of the purchase of Units by such Contributors at different times during the year.

1.1.20. **"Confidential Information"** means (i) all information, materials and data relating to any Portfolio Entity, Portfolio Investments or the Investment Manager that is not generally known to or available for use by the public (including provisions of this Agreement, information and materials and data relating to products or services, pricing structures (including historical or projected pricing, cost, sales and profitability of each product or service offered), accounting and business methods, financial data (including historical performance data, investment returns, valuations, financial

statements or other information concerning historical or projected financial condition, results of operations or cash flows), inventions, devices, new developments, methods and processes, prospective investments, customers, clients and investors, copyrightable works and all technology, trade secrets and other proprietary information and information, materials and data provided in connection with any investment opportunity provided by the Fund), (ii) all information, materials and data the disclosure of which the Investment Manager in good faith believes is not in the best interests of the Fund or the Investment Manager and (iii) all other information, materials and data, if any, which any Contributor is required by applicable law or agreement to keep confidential.

1.1.21. **"Contributor" or "Investor"** means any Person (in case of an individual being over the age of 18 years or a legal guardian of a minor) but does not include: (i) any Person who cannot acquire or hold Units without being in breach of any law or requirement of India or such other jurisdiction as applicable to such Person; (ii) any person whose holding of Units, in the opinion of the Trustee and Investment Manager, might result in the Fund incurring any liability in respect of taxation or suffering any other pecuniary disadvantage, which the Fund might not otherwise have incurred or suffered; or (iii) any custodian, nominee or trustee for any Person described in clauses (i)-(ii) above.

1.1.22. **"Contribution Fund"** means the aggregate of Capital Contributions including any additions/reductions thereto and undistributed income accumulated in respect thereof but does not include the Initial Settlement and accretions thereto.

1.1.23. **"Corpus"** means the aggregate amount of Capital Commitments made by the Contributors to the Fund by way of the Agreements as on a particular date.

1.1.24. **"Dealing Day"** means on the Daily Basis in case of subscriptions and in case of redemptions (or such other day as the FME may decide in its sole discretion) on which request for subscriptions or redemptions of Units are processed.

1.1.25. **"FATCA Implementation Rules"** shall have the meaning ascribed to the term under Clause 2.17.1 of this Agreement.

1.1.26. **"Fund"** means Motilal Oswal Giftcity India Equity Fund of Funds Trust, which is the Scheme of the Trust.

1.1.27. **"Fund Investments"** / **"Portfolio Investments"** means investments made by the Investment Manager (pursuant to the terms of the Investment Management Agreement) from the Investible Funds on behalf of the Fund in any of the permissible securities/entities including investments in Portfolio Entities.

1.1.28. **"Government"** means any Indian central, state or local government authority, agency, branch or body or any instrumentality thereof.

1.1.29. **"GST"** means goods and services tax.

1.1.30. **"Hurdle Rate of Return"** shall have the meaning ascribed to the term under Clause 2.3 of this Agreement.

1.1.31. **"Indenture"** means the indenture of trust dated December 15, 2022 as originally executed between the Settlor and the Trustee by which the Trust has been established and the Trustee has been appointed and includes any supplements or amendments thereto.

1.1.32. **"Indian Rupees" or "Rs." or "INR"** means the currency of the Republic of India.

1.1.33. **"Initial Settlement"** means a sum of USD 100 (United States Dollar One hundred) transferred and delivered by the Settlor to the Trustee towards the corpus of the Trust on an irrevocable basis.

1.1.34. **"Interested Parties"** means the Investment Manager and their respective affiliate/group entities, partners, directors, employees and agents.

1.1.35. **"Invested Funds"** with respect to a Contributor or Class (including a Subclass), shall mean aggregate amounts utilized from Capital Contributions of such Contributor or Class (post appropriating/adjusting the Fund Expenses/charges, as applicable) towards Fund Investments.

1.1.36. **"Investible Funds"** means the Corpus as reduced by the estimated expenditure towards permissible costs/expenses/fees/such other adjustments provided in the Trust Documents. Such Investible Funds shall be invested in terms of the Trust Documents.

1.1.37. **"Investment Manager"** or **"Fund Management Entity (FME)"** means 'MO Alternative IFSC Private Limited', appointed as the investment manager of the Trust and the Fund (including other Schemes, if any) in accordance with the Investment Management Agreement.

1.1.38. **"Investment Management Agreement"** means the investment management agreement entered into by and between the Trustee and the Investment Manager for advising, managing and administering the Trust and the Schemes of the Trust, and as may be amended, modified or superseded from time to time.

1.1.39. **"Malfeasance"** means, with respect to any Person, any act or omission which results in a criminal conviction of such Person or which constitutes fraud or wilful misconduct as decided by a final non-appealable order of the highest court of competent jurisdiction.

1.1.40. **"Management Fee"** means the management fee payable to the Investment Manager in connection with the Fund.

1.1.41. **"Memorandum"** means the private placement memorandum of the Fund and any supplements thereto, inviting offers for Capital Commitments from prospective Contributors for the subscription and purchase of Units of the Fund strictly on a private placement basis in accordance with the Regulations and containing the requisite details as required under the Regulations.

1.1.42. **"Operating Expenses"** shall have the meaning as ascribed to the term under Clause 7.1.3 of this Agreement.

1.1.43. **"p.a."** means per annum.

1.1.44. **"Person"** means and includes an individual, banks, insurance companies, bodies corporate, estates, family offices, non-banking finance companies, societies, Hindu undivided family, corporation, partnership (whether limited or unlimited), limited liability company, body of individuals, association, trust, sole proprietorship, Alternative Investment Fund, foreign portfolio investor, Institutional Investor or any other institution, entity or organization, whether Indian or foreign, whether incorporated or not, including a Government or an agency or instrumentality thereof and, where the context so requires, includes a reference to such Person's executors, administrators, successors, substitutes (including persons taking by novation) and permitted assigns.

1.1.45. **"Portfolio Entity"** / **"Portfolio Company"** means such company, special purpose vehicle, limited liability partnership, venture capital undertakings, body corporate, real estate investment trust, infrastructure investment trust or other permissible entity/enterprise in which the monies of the Contribution Fund are invested in accordance with the Applicable Laws.

1.1.46. **"Prevailing NAV"** means in respect of a Unit on any Dealing Day, the NAV of the Unit calculated on the Valuation Point (or on such other amounts based on accounting principles determined by the FME) immediately preceding such Dealing Day, or at such other price as the FME may deem appropriate.

1.1.47. **"Qualified Contributor"** means any Person (in case of an individual being over the age of 18 years or a legal guardian of a minor) but does not include: (i) any Person who cannot acquire or hold Units without being in breach of any law or requirement of India or such other jurisdiction as applicable to such Person; (ii) any person whose holding of Units, in the opinion of the Trustee and Investment Manager, might result in the Fund incurring any liability in respect of taxation or suffering any other pecuniary disadvantage, which the Fund might not otherwise have incurred or suffered; or (iii) any custodian, nominee or trustee for any Person described in clauses (i)-(ii) above

1.1.48. **"Regulations"** means International Financial Services Centres Authority (Fund Management) Regulations, 2025 and SEBI (Foreign Portfolio Investors Regulations), 2019.

1.1.49. **"Reinvestment Amount"** shall have the meaning as ascribed to the term under Clause 2.16 of this Agreement.

1.1.50. **"Scheme/s"** means such scheme/s of the Trust floated by the Trustee, including the Fund.

1.1.51. **"Settlor"** means **" Motilal Oswal Finsec IFSC Limited"**, a company incorporated under the Companies Act, 2013, who has settled the Trust.

1.1.52. **"Statement of Account"** means statements that may be issued by the Investment Manager to the Contributors, specifying the number of Units held by the Contributors and evidencing a Beneficial Interest in the Fund.

1.1.53. **"Subclass"** with respect to a Class of the Fund means a subclass/series thereof, as distinct from another subclass/subseries (if any) of that Class or any other Class of the Fund.

1.1.54. **"Super-Majority of Contributors"** in respect of the Fund means such number of Contributors who hold Units of value equivalent to at least 75% of the aggregate NAV of the Fund, determined by the Investment Manager by way of circulation or physical meeting of the Contributors. A proposal circulated by the Investment Manager to the Contributor would be deemed to be consented by the Contributor in an event the e-mail/facsimile response of dissent of the Contributor is not received by the Investment Manager within 15 Business Days of circulating the proposal.

1.1.55. **"Taxes"** or **"Tax"** means and includes:

a) all forms of tax, levy, duty, surcharge, cess, impost, withholding tax, including income tax, goods & services tax, tax payable in a representative assessee capacity, minimum alternate tax or other amount whenever or wherever created or imposed by, or payable to any tax authority whether due to past, present or potential obligations; and

b) all charges, interest, penalties and fines incidental or relating to any Tax falling within (a) above or which arise as a result of the failure to pay any Tax on the due date or to comply with any obligation relating to Tax.

1.1.56. **"Temporary Investments"** Amounts received by the Fund during the Initial Offering Period or prior to any Dealing Day thereafter, pending allotment of Units in the Fund, may be invested in Temporary Investments. Any income generated by the Fund from such investments may be credited as additional Units to each Contributor contributing such amounts to the Fund, on a pro rata basis, based on the contributed amount and the time period, after deduction of tax (if any). Amounts kept aside to meet the Fund Expenses of the Fund would be invested in Temporary Investments like designated

money market funds, liquid mutual funds, "overnight" mutual funds, bank deposits and such other securities of similar nature as permitted under the applicable law and any income generated by the Fund from such Temporary Investments shall be distributed to each Contributor, pro rata to their Capital Contributions, based on the contributed amount and the time period, after deduction of tax (if any).

1.1.57. **"Term"** means the term of the Fund, as indicated in Clause 3 of this Agreement.

1.1.58. **"Trust"** means "Motilal Oswal Giftcity India Equity Fund of Funds Trust", organised as a contributory trust, settled in India by the Settlor (with Initial Settlement being irrevocable) under the provisions of the Indian Trusts Act, 1882, pursuant to the Indenture.

1.1.59. **"Trust Documents"** means the Memorandum, the Indenture, the Investment Management Agreement and this Agreement, as originally executed and amended, modified, supplemented or restated from time to time, together with the respective annexure, schedules and exhibits, if any.

1.1.60. **"Trustee"** means **"Catalyst Trusteeship Limited",** or such other Person that may be appointed under the terms of the Indenture.

1.1.61. **"Trust Fund"** means the Initial Settlement, the Contribution Fund and any accretions thereto.

1.1.62. **"Two-Third Majority of Contributors"** in respect of the Fund means such number of Contributors whose Capital Contributions in aggregate amount to at least two-third of the aggregate of all Capital Contributions in the Fund, and in respect of the Trust shall mean such number of Contributors whose capital contributions in aggregate amount to at least two-third of the aggregate Capital Contributions under all existing Schemes, as per the Regulations.

1.1.63. **"Trusteeship Fees"** shall have the meaning assigned to such term under the Memorandum.

1.1.64. **"Unit(s)"** means a unit of any Class, as evidenced by the Statement of Account specifying the unit(s) allotted to or held by the Contributor, and evidencing Beneficial Interest in the Fund, issued to a Contributor on the making of a Capital Contribution.

1.1.65. **"Valuation Day"** means the last Business Day of each week or month, as the case may be (or such other day as the FME may decide in its sole discretion) on which the value of Class A Units, Class B1 Units, Class B2 Units, Class B3 Units, Class B4 Units, Class C1 Units, Class C2 Units, Class D1 Units, Class D2 Units, Class D3 Units, Class D4 Units, Class E1 Units, Class E2 Units, Class E3 Units, Class E4 Units, Class CK1 Units, Class Z1 Units , Class Z2 Units, Class AC1 Units and Class AC2 Units Class AC3, AC4 Units or such other Classes of Units of the Fund shall be calculated for the purposes of determining NAV.

1.1.66. **"Valuation Point"** means the point of close of business of the relevant Valuation Day.

1.2. In this Agreement, unless the context otherwise requires:

1.2.1. any provision of this Agreement which is stated to be applicable to the "Contributors" to the Fund as a Class of investors shall, unless the context otherwise requires, also be deemed to be applicable to the Contributor entering into this Agreement;

1.2.2. words in the singular shall include words in the plural and vice-versa;

1.2.3. words and expressions used herein and not defined herein shall have the same meanings respectively assigned to them under the Deed and the Memorandum wherever used in this Agreement;

1.2.4. the headings and sub-headings used in this Agreement are inserted only for reference to the provisions hereof and shall not affect the construction of such provisions;

1.2.5. a reference to a thing includes a part of that thing;

1.2.6. where the day by which anything is to be done is not a Business Day, that thing must be done by the Business Day following immediately thereafter;

1.2.7. reference to any one gender would include a reference to any other gender;

1.2.8. references to Clauses and Parties herein are references to the clauses of, and parties to this Agreement; and

1.2.9. references in this Agreement to statutory provisions shall be construed as references to those provisions as modified or re-enacted from time to time (whether before or after the date of this Agreement) and to any subordinate legislation made under such provisions and shall include references to any repealed statutory provision which has been so re-enacted (whether with or without modification).

2 Agreement and Terms of Contribution

The investment objective of the fund is to carry on the activity of an open-ended Category III AIF to deliver superior returns by investing in equity shares of companies which operate in sectors that can benefit from the Next Trillion Dollar GDP growth. Please refer PPM for further details.

2.1. *Amount of Contribution*

2.1.1. Subject to the terms and conditions of this Agreement, the Contributor agrees to contribute to the Fund an aggregate amount hereto (hereinafter referred to as the **"Capital Commitment"**).

2.1.2. Subject to the Regulations, the minimum Capital Commitment from each Contributor shall be as under:

- Class A Units: FME Commitment prescribed as per the Regulations
- Class AC1, AC2,,AC3, AC4 Units: USD 50,000 to less than USD 150,000
- Class B1, E1 Units: USD 150,000 to less than USD 300,000
- Class B2, E2 Units: USD 300,000 to less than USD 500,000
- Class B3, E3 Units: USD 500,000 to less than USD 1000,000
- Class B4, D2, D4, E4, CK1, Z2 Units: USD 1,000,000 or more
- Class C1, C2 Units: USD 150,000 or more
- Class D1, D3, Z1 Units: USD 150,000 to less than USD 1,000,000

2.1.3. Minimum top up amount will be USD 25,000 and minimum redemption will be USD 25,000, subject to maintaining minimum mandated commitment. However, the amount can be revised as per FME's discretion.

2.1.4. Notwithstanding anything to the contrary mentioned herein, the Investment Manager may at its discretion prescribe any other amounts as the minimum applicable Capital Commitment from each Contributor, subject to the Regulations.

2.1.5. Without prejudice to the above, the FME may waive or reduce the minimum Capital Commitment for any Contributors that are Accredited Investors, subject to the Regulations.

2.1.6. Provided that if an Accredited Investor fails to renew its accreditation in accordance with Regulations, the Capital Commitment of such Investor shall automatically stand increased to USD 150,000 (United States Dollars One Hundred and Fifty Thousand) or any other amount as may be determined by the FME so as to meet the minimum Capital Commitment requirement prescribed under the Regulations.

2.1.7. It is further clarified that, if an Accredited Investor fails to renew its accreditation in accordance with the Regulations and/or fails to make drawdown/s pursuant to the increased Capital Commitment, such Contributor shall indemnify and hold harmless the Protected Persons against any and all claims, losses, liabilities including Tax liabilities and litigation, costs, damages, expenses including legal fees, and amounts paid as settlement claim incurred by the Protected Persons by reason of such failure.

2.1.8. As per Regulation 40(1)(b) of Regulations, the FME or Investment Manager has to contribute at least 5% of the targeted corpus and not exceeding 10% of the targeted corpus in a scheme with targeted corpus of less than USD 30 Million in the Fund. However, as per regulation 40(4) of the Regulations, the said contribution shall be exempted if the FME obtains at least two-thirds (2/3rd) of the investors in the scheme by value permits waiver of such contribution. The contributor agrees to allow exemption from its contribution in the Fund.

2.2. *Procedure for Contribution*

2.2.1. Subscription/ Offering Price

Class A Units, Class B1 Units, Class B2 Units, Class B3 Units, Class B4 Units, Class C1 Units, Class C2 Units, Class D1 Units, Class D2 Units, Class D3 Units, Class D4 Units, Class E1 Units, Class E2 Units, Class E3 Units, Class E4 Units, Class CK1 Units, Class Z1 Units, Class Z2 Units, Class AC1 Units and Class AC2 Units Class AC3, AC4 Units will be issued at face value i.e. USD 100 per Unit.

2.3. *Hurdle rate of return*

The hurdle rate of return on

- each series of Class C2 Unit: 6% p.a. (pre-tax) compounded annually

There is no hurdle rate of return for other class of units.

2.4. *Performance Fees*

Performance Fees are fees that Investment Manager will charge to the Contributor based on the positive performance of the Contributor's investment portfolio over and above the Absolute Hurdle Return or previously achieved High Water Mark, whichever is higher.

A) Class C1 Unit holders shall pay Performance Fees to the FME as follows:

At the end of each performance period or at the time of redemption, the Performance Fees shall be an amount equal to 20% of the amount by which the Closing NAV per Class C1 Unit held by the unitholder exceeds the HWM NAV.

B) Class C2 Unit holders shall pay Performance Fees to the FME as follows:

At the end of each performance period or at the time of redemption, the Performance Fees shall be an amount equal to 20% of the amount by which the Closing NAV per Class C2 Unit held by the unitholder exceeds the HWM NAV compounded at 6% per annum.

C) Class D3 Unit holders shall pay Performance Fees to the FME as follows:
At the end of each performance period or at the time of redemption, the Performance Fees shall be an amount equal to 15% of the amount by which the Closing NAV per Class D3 Unit held by the unitholder exceeds the HWM NAV.

D) Class D4 Unit holders shall pay Performance Fees to the FME as follows:
At the end of each performance period or at the time of redemption, the Performance Fees shall be an amount equal to 12% of the amount by which the Closing NAV per Class D4 Unit held by the unitholder exceeds the HWM NAV.

The rates defined above are exclusive of goods and services tax (GST). The Performance Fees shall be paid to the FME.

"Closing NAV" means, with respect to any Units subscribed, the NAV per Unit at any given Valuation Day, which is the NAV calculated after deduction of:

i. Trust Expenses;
ii. Applicable Management Fees; and
iii. any other liabilities as decided by FME

but prior to the deduction of Performance Fees for that performance period

It is clarified that for the purpose of calculation of Performance Fees, the NAV and NAV per Unit will include both realised and unrealized gains and losses in investments made by the Trust and shall be gross of taxes.

The Performance Fees are subject to what is commonly known as a **"high water mark"** procedure defined in the Memorandum.

Secondary transfer of Units during a performance period will not be taken into account when determining the amount of Performance Fees payable for that performance period. Prospective investors are therefore expected to factor the Performance Fees while negotiating the price for secondary transfer. Such Secondary Transfer of Units shall be subject to prior written consent of the FME which may be granted by the FME at its sole discretion.

2.5. *Transfer, Withdrawal and Transmission of Units*

Subject to the provisions of the Memorandum and the Agreements, including but not limited to termination, the Contributors are not permitted to withdraw from the Fund. Subject to Applicable Law, Contributors are not permitted to solicit or transfer/pledge any of their Units, Capital Commitment, interests, rights or obligation with regard to the Fund, without taking prior written consent of the Investment Manager which may be denied by the Investment Manager, and shall be subject to the following requirements:

a. The proposed transfer/pledge shall be subject to execution of necessary documentation by transferee/pledgee and transferor/pledger as may be stipulated/prescribed/required by the Investment Manager; and

b. The proposed transfer/pledge will not contravene any Applicable Laws or policy of the Government or otherwise is not prejudicial to the interests of the Trust/Fund.

In the event of transfer of Unit/s by a Contributor, the new contributor shall execute a deed of adherence acknowledging to be bound by the terms and conditions of the Trust Documents, in accordance with the form specified in Exhibit A to this Agreement. Subject to Applicable Laws, Costs and duties with respect to such deed of adherence shall be borne by the new contributor. Any Tax liability or obligation arising from such transfer shall be the responsibility of the transferor/transferee.

2.6. *Delivery of Statement of Accounts and register of Contributors*

The Investment Manager, in accordance with this Agreement, shall deliver to each Contributor the Statement of Accounts, evidencing the number of Units held by the Contributor.

2.7. *Contributor Giveback*

The FME or the Trustee, in prior consultation with the FME, may require a holder of Class A Units, Class B1 Units, Class B2 Units, Class B3 Units, Class B4 Units, Class C1 Units, Class C2 Units, Class D1 Units, Class D2 Units, Class D3 Units, Class D4 Units, Class E1 Units, Class E2 Units, Class E3 Units, Class E4 Units, Class CK1 Units, Class Z1 Units, Class Z2 Units, Class AC1 and Class AC2 Units Class AC3, AC4 Units (including any former or existing Contributor) to return the redemption proceeds (at the relevant exit value) made to such Beneficiary in order to satisfy the Beneficiary's pro-rata share of any obligations or liabilities of the Fund (including any taxes and indemnification obligations).

The obligation to return such redemption proceeds may also continue beyond the date of relevant redemption, by providing a notice to the Contributors for the same. However, no Contributor will be obliged to repay to the Fund any part of the redemption proceeds received by it, after (i) with respect to any non- tax related obligations of the Fund, the expiration of a period of 3 (Three) years from the end of the financial year of the date of relevant redemption and (ii) with respect to any tax-related obligations of the Fund, post the expiration of the period prescribed under Applicable Law for payment of such tax-related obligations of the Fund.

2.8. *Persons admitted as Contributors*

The Trustee and the Investment Manager shall deal only with Persons named or admitted as Contributors to the Fund in accordance with this Agreement. Any distribution by the Investment Manager to a Person shown on the register of Contributors or to such Person's legal representative, transferee, or lawful assignee, having the right to receive Fund distributions as provided therein, shall absolve the Investment Manager and Trustee of any and all liability to any other person who may be interested in such distribution by reason of any other assignment by the Contributor or by reason of its incapacity or for any other reasons.

2.9. *Limitation of liability of the Contributors*

2.9.1. Except as specifically set forth herein, no Contributor shall have any personal liability whatsoever in his/its capacity as Contributor whether to the Fund or to any of the other Contributors or to the creditors of the Fund, for the debts, liabilities, contracts or any other obligations of the Fund or for any losses of the Fund.

2.9.2. Without prejudice to the provisions of Clause 2.9 and Clause 15 of this Agreement (and subject to these Clauses), the Contributor shall be liable only to pay the sum equivalent to the Contributor's Capital Commitment to the Fund and after the Contributor's Capital Commitment shall have been paid in full, the Contributor shall not be obligated to make any further Capital Contribution to the Fund or to repay to the Fund, or to pay to any Contributor or any creditor of the Fund out of any distribution received or receivable by the Contributor from the Fund.

2.10. *Redemption*

Any Contributor has the right to have all or a portion of its Units redeemed on any Dealing Day provided, subject to: (i) Exit Load, as applicable; (ii) Redemption Limit; and (iii) any applicable withholdings of amounts on redemptions or payment of amounts towards other liabilities including taxes, fees or expenses to the extent applicable. The option for redemption would be available on Daily basis for Class B1 Units, Class B2 Units, Class B3 Units, Class B4 Units, Class C1 Units, Class C2 Units, Class D1 Units, Class D2 Units, Class D3 Units, Class D4 Units, Class E1 Units, Class E2 Units, Class E3 Units, Class E4 Units, Class CK1 Units, Class Z1 Units, Class Z2 Units, Class AC1 Units and Class AC2 Units Class AC3, AC4 Units as may be decided by the FME.

The FME may in its sole discretion also permit the redemption of Units prior to any Dealing Day, subject to payment to the Fund of the applicable Exit Load. The redemption shall be affected at the Prevailing NAV on the relevant Dealing Day in respect of such Unit.

2.11. *Compulsory redemption*

The Investment Manager has the power in its absolute discretion to compulsorily redeem the Units of any Contributor (i) who, in the Investment Manager's opinion, holds the Units directly or beneficially in breach of any Applicable Law or requirement of any country governmental or regulatory authority or is otherwise unable to provide the Investment Manager with any documentation or information that it may reasonably request from time to time; or (ii) whose existence as a Contributor causes or threatens to cause the Fund to incur any liability to taxation or to suffer any pecuniary or other disadvantage in any jurisdiction which it would otherwise not have expected to incur or suffer; or (iii) whose existence as a Contributor in the Fund may cause the Fund to be required to comply with any registration or filing requirements in any jurisdiction with which it would not otherwise be required to comply.

The Investment Manager has the power to compulsorily redeem on any Dealing Day, any holding which is less than the Minimum Capital Contribution (in accordance with the Regulations) on account of a redemption made by a Contributor, except in case of Accredited Investor (including, for avoidance of doubt, any Contributor who becomes an Accredited Investor after signing this Agreement and notifies the FME of such accreditation prior to redemption of Units). The redemption shall be made at a price equal to the Prevailing NAV per Unit as on the Daily Basis multiplied by the number of Units compulsorily redeemed, net of any amounts attributable to reserves for liabilities or taxes as provided herein.

The Investment Manager also has the power to give not less than 15 Business Days' notice (prior to the relevant Dealing Day) in order to compulsorily redeem all Units in issue, if the Fund's NAV for 3 consecutive months is less than USD 5 million.

2.12. *Independent consultation*

The Contributor confirms that it has been advised to consult with its attorney on legal matters concerning the Fund as well as to consult with independent Tax advisors regarding the Tax consequences of investing into the Units of the Fund. The Contributor is apprised that the Trustee, the Investment Manager and the Fund have provided no warranty or assurance regarding the capital appreciation and ultimate availability of any Tax benefits either to the Fund or to the Contributor (by reason of the Contributor's investment into the Fund). The Contributor confirms that it/he has fully read and understood the terms of the Memorandum under the caption "Notice" and based on its personal/professional evaluation, it has agreed to contribute to the Fund.

2.13. *Reporting*

The Contributor Contributors will receive via means of electronic communication such as email or in any other format as the Investment Manager may decide, the following information:

(i) Disclosure of NAV at intervals not longer than 1 month;

(ii) Quarterly report within 60 calendar days from the end of the relevant quarter summarizing the financial information of Portfolio Companies and disclosure of material risks and their management;

(iii) Statement of accounts, within 30 calendar days from the date of receipt of the Capital Contributions;

(iv) Information regarding the income of the Fund reasonably necessary for income tax purposes; and

(v) Any other information as may be required to be disclosed as per the Fund Documents or under Applicable Laws.

All the above referred reports/information shall be furnished to the Contributors in accordance with the Memorandum and sent electronically by e-mail unless otherwise specified by the Contributor.

2.14. *Valuation of Fund*

The Trustee shall cause the Investment Manager to ensure that the calculation of the NAV is independent from the fund management function and such NAV shall be disclosed to the investors at intervals not longer than 1 (one) month, as laid down under the Regulations.

2.15. *Reinvestment*

Until the winding up of the Fund the Fund shall re-invest the proceeds realised from sale or disposal of a Portfolio Investment or any other amounts received from any Portfolio Investment, including by way of dividends or buybacks after deduction of tax (if any), and apply such amounts in making further investments.

2.16. *Temporary Deployment of Surplus Funds*

Temporary Investments by the Fund shall be made in liquid mutual funds, bank deposits, treasury bills, collateralized borrowing and lending obligations, commercial papers, certificate of deposits and such other liquid assets of higher quality as may be prescribed under the Regulations.

Until Capital Contributions received by the Fund are utilized towards Fund Investments and/or pending distribution or as a reserve for the Fund's anticipated obligations (including Tax obligations / liabilities), as applicable, the Investment Manager shall be entitled to invest the same in Temporary Investments.

Prior to the Initial Closing of the Fund, any gains arising to the Fund from such Temporary Investments shall be distributed or allocated against the unfunded Capital Commitment of the Contributor (subject to the Regulations), net of Taxes, if any applicable, pro rata to the amount of Capital Contribution utilized towards such Temporary Investments (on time weighted basis).

Subsequent to the Initial Closing of the Fund, any gains arising to the Fund from such Temporary Investments may be retained as a part of the Contribution Fund to be utilized or distributed in accordance with the Trust Documents.

2.17. *Compliance with Applicable Laws*

2.17.1. Contributors will be required to comply with the request of the Fund to furnish such information/ documentation/ declarations as and when deemed necessary by the Investment Manager in accordance with the Applicable Laws including any compliances under the Income Tax (11th Amendment) Rules, 2015 notified by the Central Board of Direct Taxes (**"FATCA Implementation Rules"**).

2.17.2. If the Fund and/or the Investment Manager is required by Applicable Laws, including the FATCA Implementation Rules, to provide information regarding the Fund and/or the Contributors to any regulatory authority and/or the Fund Investments and/or income therefrom, and the Fund and/or the Investment Manager complies with such request in good faith, whether or not it was in fact enforceable, they shall not be liable to the Contributors or to any other party as a result of such compliance or in connection with such compliance.

2.17.3. The provisions of the FATCA Implementation Rules are relevant not only at on-boarding stage of Contributors but also throughout the life cycle of investment with the Fund. Contributors therefore should immediately intimate the Fund/the Investment Manager, about any change in their status with respect to any FATCA Implementation Rules related information/ documentation/ declarations provided by them previously. The Fund on a reasonable periodic basis may call for the latest KYC documents of the Contributor.

2.17.4. In case the Contributor fails to furnish the relevant information/ documentation/ declarations in accordance with the Applicable Laws, the Fund reserves the right to redeem the Units held directly or beneficially, in accordance with this Agreement and may also require reporting of such Contributors and/or levy of withholding Tax on payments made to the Contributors and/or take any other action/s in accordance with Applicable Laws.

2.18. *Deemed Approval*

Notwithstanding anything contained in this Agreement, in case a proposal is circulated to obtain any approval or consent from the Contributors including an approval towards a Super-Majority of Contributors and/or Two-Third Majority of Contributors by the Investment Manager (as the case may be), it would be deemed to be consented by the Contributor in an event the e-mail/facsimile response from the Contributor is not received by the Investment Manager within 10 (ten) Business Days of circulating the proposal.

2.19. *Side Letters*

Subject to the Applicable Law, the FME, without further act, approval or vote of a Contributor, may from time to time enter into letter agreements or other similar agreements (collectively, **"Side Letters"**) with one or more Contributors which provide such Contributors with additional and/or different rights than other Contributors have pursuant to the Memorandum. It is hereby clarified that nothing under the Side Letters shall adversely impact the rights of the other Contributors available to them under their respective Contribution Agreements. However, the FME will not be required to offer such additional and/or different rights and/or terms to any or all of the other Contributors. This provision on Side Letters shall be replicated in the Contribution Agreement of all Contributors to serve as intimation for them.An indicative list of the rights under the Side Letters has been laid down below:

i. Most favoured nations;
ii. Fee terms
iii. Co-investment;
iv. Reporting obligations;
v. Representation on investment committee or any other board or committee, if any, constituted by the Fund.

Criteria for offering Side Letters:

i. Size of the Capital Commitment; and
ii. Strategic relevance to the Fund.

To the extent the voting rights, rights to distribution and information rights of the other Unitholders are not adversely affected in the reasonable opinion of the FME, the FME shall be under no obligation to disclose such terms of the Side Letters to the other Unitholders of any such written agreements or any of the rights and/or terms or provisions thereof, nor shall the FME be required to offer such additional and/or different rights and/or terms to any or all of the other Unitholders.

Provided that the terms of the Side Letters shall not have any adverse impact on the economic rights or any other rights of the other Unitholder.

Provided further that nothing under the Side Letters shall alter the rights of the other Unitholders available to them under their respective Contribution Agreements.

Notwithstanding anything contained in this paragraph, differential rights shall not be offered with respect to the following:

i. Preferential exit from Fund;
ii. Contribution to indemnification;
iii. Giveback.

2.20. *Listing*

Not applicable

2.21. *Leverage*

The Contributor hereby consents that the Fund can undertake leverage or borrow money from, or to enter into transactions with, any person, to the extent appropriate, if it is permitted under the Memorandum.

2.22. *Payment of Taxes*

The Investment Manager or the Trustee, in consultation with and advice of the Investment Manager, shall, before distribution of income/ gains arising out of the Fund Investments to the Contributors withhold and / or discharge appropriate taxes, if required as per Applicable Laws.

3 Term and Termination of the Fund

The Fund is open ended and shall continue till it is wound up by the Investment Manager at its discretion and in accordance with the Memorandum.

The redemption proceeds shall be distributed by the Fund to the Contributor in accordance with the Memorandum.

4 Representations and Warranties

4.1 Representations by the Trustee

Except to the extent otherwise disclosed in writing to the Contributors, the Trustee as on the date of signing of this Agreement, shall hereby be deemed to have represented, assured and confirmed for the purposes of the Fund and undertaken as follows:

4.1.1 It is duly incorporated under the laws of India and has the power to conduct its business as presently conducted and to enter into this Agreement;

4.1.2 It has full power, capacity and authority to execute, deliver and perform this Agreement and has taken all necessary sanctions and approvals (corporate, statutory, regulatory or otherwise) to authorise the execution, delivery and performance of this Agreement;

4.1.3 Nothing in this Agreement conflicts with the constitutional documents of the Trustee or any judgment, decree or order or any statute, rule or regulation applicable to it;

4.1.4 It is not currently engaged in or threatened by any litigation whose outcome might materially and adversely affect its financial condition or that of the Fund;

4.1.5 It has no outstanding obligations or liabilities contingent or otherwise (including Tax liabilities) which might materially and adversely affect its financial condition or of the Fund;

4.1.6 It has not incurred any indebtedness which is secured by any mortgage, pledge, charge or lien on the Contribution Fund or that is inconsistent with its duties, responsibilities and obligations towards the Fund or the Contributors thereof;

4.1.7 It has not guaranteed or entered into any arrangement for guaranteeing the debts of any other company such that it is inconsistent with its duties, responsibilities and obligations towards the Fund or the Contributors thereof;

4.2 Representations by the Contributor

The Contributor hereby represents, assures and confirms as follows:

[A] In case of a person other than an individual:

4.2.1 It is duly incorporated under Indian law or the applicable law of the country wherein it is duly incorporated / registered and has the power to conduct its activities as presently conducted.

4.2.2 Nothing in this Agreement conflicts with its constitutional documents or any judgment, decree or order or any statute, rule or regulation applicable to it;

4.2.3 It or its principal officer has read the terms and the conditions mentioned in the Trust Documents and accept the same unconditionally.

4.2.4 It has the full power, capacity and authority to execute, deliver and perform this Agreement and has taken all necessary sanctions and approvals (corporate, statutory or otherwise) to authorize the execution, delivery and performance of this Agreement, and this Agreement is a legal, valid and binding obligation of the Contributor, enforceable against the Contributor in accordance with its terms.

4.2.5 There are no bankruptcy proceedings against the Contributor or any of the assets owned by the Contributor.

4.2.6 It is not a party to or otherwise bound by any agreement which would in any way affect the performance of its obligations under this Agreement and there are no existing or threatened actions or proceedings against it which, if decided against it, would have a material adverse effect on it or its business, properties and assets or on its ability to perform its obligations under this Agreement.

4.2.7 Any amount contributed and to be contributed under this Agreement is and will be through legitimate sources only and does not and will not involve and is not and will not be designated for the purpose of any contravention or evasion of the provisions of the Income Tax Act,1961, Prevention of Money Laundering Act, 2002, Prevention of Corruption Act, 1988 and/or any other Applicable Laws in force and enacted by the Government of India from time to time or any rules, regulations, notifications or directions issued thereunder.

4.2.8 None of the following have occurred and is subsisting and no notice in connection therewith has been served in relation to the Contributor:

4.2.8.1 An application to a court for an order, or the making of any order, that it be wound up, that a liquidator, receiver or custodian be appointed of the Contributor or any of its assets or that it be placed in bankruptcy.

4.2.8.2 A resolution for winding up or dissolution.

4.2.8.3 The convening of a meeting or passing of a resolution to appoint a liquidator.

4.2.8.4 A scheme of arrangement, amalgamation or reconstruction or composition with or without assignment for the benefit of, all or a class of creditors.

4.2.8.5 The taking of any action to seize, attach, take possession of or appoint a custodian, receiver, liquidator or manager in respect of the Contributor or any of its shares or property.

4.2.8.6 Any other event or condition, which could have a material adverse impact on the Contributor's ability to meet its Capital Commitment to the Fund or comply with this Agreement.

4.2.9 It shall promptly inform any change in their immediate, intermediate or ultimate ownership to the Investment Manager/Trustee and subject to this Agreement, undertake all the necessary compliances and provide necessary information as requested by the Investment Manager/Trustee.

4.2.10 It is fully aware of the terms and conditions including risk factors mentioned in the Trust Documents and has accepted the same unconditionally.

[B] The Investment Manager hereby represents, assures and confirms as follows:

4.2.1 It is duly incorporated under Indian law and has the power to conduct its activities as presently conducted.

4.2.2 It has the full power, capacity and authority to execute, deliver and perform this Agreement and has taken all necessary sanctions and approvals (statutory or otherwise) to authorize the execution, delivery and performance of this Agreement and this Agreement constitutes a legal, valid and binding obligation of the Investment Manager, enforceable against the Investment Manager in accordance with its terms.

4.2.3 None of the following have occurred and is subsisting and no notice in connection therewith has been served in relation to the Investment Manager:

4.2.3.1 An application to a court for an order, or the making of any order, that it be wound up, that a liquidator, receiver or custodian be appointed of the Investment Manager or any of its assets or that it be placed in bankruptcy;

4.2.3.2 A resolution for winding up;

4.2.3.3 The convening of a meeting or passing of a resolution to appoint a liquidator;

4.2.3.4 A scheme of compromise or arrangement, reconstruction;

4.2.3.5 The taking of any action to seize, attach, take possession of or appoint a receiver, liquidator or manager in respect of the Investment Manager or any of its property/assets.

4.2.4 It has no outstanding obligations or liabilities which might materially and adversely affect its financial condition or of the Fund;

4.2.5 It is not currently engaged in or threatened by any litigation whose outcome might materially and adversely affect its financial condition or that of the Fund;

4.2.6 It has neither issued nor agreed to issue any options over any of the Units of the Fund;

4.2.7 It has not incurred any indebtedness which is secured by any mortgage, pledge, charge or lien on the Contribution Fund (unless done in accordance with the Applicable Laws) or that is inconsistent with its duties, responsibilities and obligations towards the Fund or the Contributors thereof;

4.2.8 It has not guaranteed or entered into any arrangement for guaranteeing the debts of any other company / LLP such that it is inconsistent with its duties, responsibilities and obligations towards the Fund or the Contributors thereof;

4.2.9 All Government approvals and statutory permissions to the extent and as are necessary for the execution of this Agreement and the creation of the Trust and the Fund, and for receiving the Drawdown and issuance of Units, have been obtained either in principle or finally and that the investment by the Contributors in the Fund will be valid, legal and binding under the Applicable Laws;

The proceeds of the Capital Contributions will be used for the purposes described in the Indenture and the Memorandum.

[C] *In case of Accredited Investor:*

The Contributor has provided a declaration-cum-undertaking that they qualify as an Accredited Investor and shall comply with the conditions provided under **Exhibit B** to this Agreement.

5 Conditions of Capital Contribution

5.1. Unless otherwise agreed between the Parties hereto, the obligation of the Contributor to make Capital Contribution against its Capital Commitment is subject to the following conditions:

5.1.1. all governmental or other necessary approvals, licenses, certificates or consents as may be required having been obtained for:

5.1.1.1 issuance of Units represented by the Statement of Accounts to the Contributors against their Capital Contribution; and

5.1.1.2 the due execution and delivery of this Agreement and other relevant documents and agreements.

6 Conditions applicable

6.1. *Utilization of the Capital Contribution*

The Investment Manager shall ensure that the Capital Contributions are utilized solely and exclusively for meeting the purposes and objects as stated in the Trust Documents.

6.2. *General Covenants*

6.2.1. The Investment Manager shall:

6.2.1.1 maintain accounting records and books of accounts and other records adequate to reflect truly and fairly the financial position of the Contribution Fund.

6.2.1.2 inform the Contributors if any application for winding up/dissolution has been admitted against the Investment Manager.

7 Fund Expenses, Costs and Fee

7.1. The Fund shall bear the following expenses (**"Fund Expenses"**):

7.1.1 Establishment Expenses:

The Fund or FME will incur costs and expenses towards the organization and setting up of the Fund, legal/ professional charges in relation to preparation and negotiation of Fund Documents or any other documents applicable to the Fund, including fees and commissions to be paid to intermediaries, establishment / registration fees, fees paid to regulators and such other costs directly attributable to the establishment of the Fund (including costs and expenses towards obtaining various licenses, approvals and registrations). The Fund may charge this cost to the Unitholder up to 2% of the Capital Commitments of the Contributors in respect of all Classes of Units.

7.1.2 Set-up Fee / Placement fees:

No Units will be allotted against such fee paid by the Contributor. The Trust or FME may use the services of distributors, arrangers or placement agents ("Placement Agents") from time to time, to source investors. The set-up Fee shall be borne by the respective Contributor at actuals subject to a limit of 2% of their Capital Commitment.

7.1.3 Operating Expenses :

The annual operational expenses of the Fund will be borne by the Fund and allocated to the holders of all Classes of Units at actuals subject to a limit of 0.25% p.a. of the aggregate Capital Commitment of the Contributors in respect of all Classes of Units.

The Operating Expenses shall be exclusive of all applicable Taxes and levies, if any, leviable on such Operating Expenses and the same shall be borne by the Fund and allocated to the holders of all the Classes of Units, as applicable.

The Operating Expenses shall be charged to the Fund at actuals or at a pre-defined rate, at the discretion of the FME, on a monthly basis. However, the aggregate amounts charged hereunder shall not exceed 0.25% per annum of the Fund's NAV. The aggregate amounts over and above 0.25% per annum of the Fund's NAV shall be borne solely by the FME.

For the purposes of calculation of the limits specified above in respect of the Establishment Expenses, Set-up Fee and the Operating Expenses (together, the **"Fund Expenses"**), the following expenses shall be excluded, and shall be chargeable to the Fund at actuals:

(a) Management Fee;

(b) Brokerage cost and other similar transaction charges for executing the trades on the exchange;

(c) Transfer, capital and other taxes, duties and costs incurred in acquiring, holding, selling or otherwise disposing of the Fund's assets and other statutory expenses;

(d) Other expenses including commissions associated with the acquisition of, holding and disposition of the Fund's (as applicable) investments, excluding extraordinary expenses (including but not limited to litigation, any taxes, fees or other government charges levied against the Fund, if any);

(e) Indemnification obligations, if any, of the Fund (as applicable);

(f) Proportionate liquidation expenses of the Trust and the Fund (as applicable);

(g) Any withholding amount and/or amounts payable as income tax; and

(h) Any other extra-ordinary expenses borne by the Fund.

(i) Above expenses shall be exclusive of all applicable Taxes and levies, if any, leviable on such Operating Expenses and the same shall be borne by the Fund and allocated to the holders of all the Classes of Units, as applicable.

7.2. *Management Fee*

Management Fee shall be payable to the FME by the Fund. Management Fee will accrue from the beginning of the Initial Offering Period or the relevant Dealing Day (as the case may be) and shall be calculated in respect of any Unit on: (a) the Subscription Price in case of the first month; and (b) the Prevailing NAV in case of all subsequent months and payable annually at the following rates:

(i) Class A Units: 0.50% p.a. of the applicable NAV

(ii) Class B1, E1, AC1, AC2 Units: 2.25% p.a. of the applicable NAV

(iii) Class B2, E2 Units: 2.00% p.a. of the applicable NAV

(iv) Class B3, E3 Units: 1.75% p.a. of the applicable NAV

(v) Class B4, E4, CK1 Units: 1.50% p.a. of the applicable NAV

(vi) Class AC3, AC4 Units : 1.25% p.a. of the applicable NAV

(vii) Class D1 Units: 1% p.a. of the applicable NAV

(viii) Class D2, Z1 Units: 0.75% p.a. of the applicable NAV

(ix) Class C2, Z2 Units: 0.50% p.a. of the applicable NAV

(x) Class C1, D3, D4 Units: 0.00% p.a. of the applicable NAV

It is hereby clarified that for the purpose of calculation of Management Fee, the NAV will be gross of estimated tax adjustments and accruals. No Management fee shall be levied on Class C1 and C2 Units.

The Management Fee payable to the FME in accordance with the rates above shall be exclusive of all applicable goods and services tax (together with surcharge or cess as may be applicable) leviable on such Management Fee, and the same shall borne by the Fund and allocated as expenses of the relevant series or Class of Units in respect of which such Management Fee was payable.

The FME may, in its sole and absolute discretion, waive or reduce the Management Fee charged to any Class of Units (all such arrangements in the form of a rebate or otherwise).

7.3. *Expenses of the Investment Manager*

The Investment Manager will be responsible for and bear all its expenses in connection with management of the Fund. The Investment Manager shall bear all its operational and administrative expenses and make its own provision for the same, including the following:

(a) office space, salary and personnel cost;

(b) office equipment;

(c) advisory fees in respect of services towards the Fund;

(d) administration, communication, and other related costs;

(e) preparation of tax returns of the Investment Manager; and

(f) Operating Expenses exceeding the aforementioned limits.

7.4. *Exit load*

Upon redemption of relevant series or Class of Units the Contributors will be subject to a redemption fee (**"Exit Load"**) as detailed below. The Exit Load so deducted will be paid to and retained by the FME.

The exit load payable by the Contributor on redemption of Class of Units of Class B1 Units, Class B2 Units, Class B3 Units, Class B4 Units, Class AC1 Units Class AC3 Units will be as follows:

Term of Investment	**Applicable Exit load (% of redemption amount), at the discretion of FME**
Up to 6 months from the relevant subscription date of the relevant Class (including series) of units	4%
More than 6 months but up to 12 months from the relevant subscription date of the relevant Class (including series) of units	3%
More than 12 months but up to 24 months from the relevant subscription date of the relevant Class (including series) of units	2%
More than 24 months but up to 36 months from the relevant subscription date of the relevant Class (including series) of units	1%
More than 36 months from the relevant subscription date of the relevant Class (including series) of units	Nil

The exit load payable by the Contributor on redemption of Class C1 Units, Class C2 Units, Class D1 Units, Class D2 Units, Class D3 Units, Class D4 Units, Class E1 Units, Class E2 Units, Class E3 Units, Class E4, AC2 will be as follows:

Term of Investment	Applicable Exit load (% of redemption amount), at the discretion of FME
Up to 12 months from the relevant subscription date of the relevant Class (including series) of units	2%

The exit load payable by the Fund and allocated to the Contributor on redemption of AC4 Units Class Z1 and Z2 will be as follows:

Term of Investment	Applicable Exit load (% of redemption amount), at the discretion of FME
Up to 12 months from the relevant subscription date of the relevant Class (including series) of units	1%

There will be no Exit load charged for Class CK1 Units.

The FME may at its sole discretion, agree to waive or reduce the Exit Load on exit for any Contributor.

If the total redemption requests on a Dealing Day exceeds 25% of aggregate Fund NAV ("Redemption Limit"), each Contributor who requested for redemption may, at the discretion of the FME, receive a pro-rata redemption value within the Redemption Limit based on the proportion of the value of the Contributor's redemption request to the value of overall redemption requests.

It is further clarified that notwithstanding the right of the Contributor to redeem a portion of Units held by him on any Dealing Day, the Capital Contribution of any such redeeming Contributor, including Class A Contributors, pursuant to such redemption should not fall below the applicable Minimum Capital Commitment or such other lower amounts as may be determined by the FME at its discretion and in accordance with the Regulations. If on account of redemption by a Contributor, the Capital Contribution of the Contributor falls below USD 0.15 million or such amounts as may be prescribed under the Regulations (except in cases of Accredited Investors), the FME may in its discretion compulsorily require the Contributor to redeem all the outstanding Units of such Contributor.

It is hereby clarified that the Class A Contributors will not be subject to any Exit Load in the manner as set out above.

Upon the redemption of a Unit, the Contributor shall cease to be entitled to any rights in respect thereof (except right to receive any distribution which has been declared prior to such redemption) and accordingly its name shall be removed from the register of Contributors and Indenture of Trust with respect thereto.

If the FME in its discretion permits a Contributor to redeem Units other than on a regularly scheduled Dealing Day, the FME may charge the Contributor an additional administrative fee to cover the legal, accounting, administrative, brokerage, and any other costs, expenses and charges associated with such redemption.

The FME has the right to pay cash or in-kind, or a combination of both, to a Contributor that makes a redemption, subject to the provisions of the Regulations.

8 Preferred Plan for Investors

It is hereby clarified that any external placement fees payable by the Fund to any Placement Agent in relation to placement of Units with Non- Preferred Plan Investors shall not be allocated to Preferred Plan Investors, and accordingly, the pro-rata invested capital of such Preferred Plan Investors will be computed and adjusted by the Fund such a manner that the benefits of lower placement fees is limited to Preferred Plan Investors in the Fund.

9 Termination

9.1 The Fund is open ended and shall continue till it is wound up by the Investment Manager at its discretion and in accordance with the Memorandum.

9.2 Without prejudice to the above, the Investment Manager, may subject to the restrictions contained in the Applicable Laws, at any time terminate the Fund upon:

- the Fund exiting from all Fund Investments and distributing the Distribution/Redemption Proceeds to the Contributors (as applicable); or
- If the Trustee (in consultation with the Investment Manager) determines that the Fund should be wound up in the interest of the Contributors; or
- If the Trust is wound up in accordance with the terms of the Indenture; or
- Super-Majority of Contributors in the Fund pass a resolution at a meeting of Contributors that the Fund be wound up; or
- SEBI so directs in the interest of the Contributors.

10 Procedure on termination:

- The Trustee, through the Investment Manager, shall intimate SEBI and the Contributors of the circumstances leading to the winding up of the Fund. Notwithstanding the termination of the Fund, the Contributors shall continue to remain liable to the following extent:
  - The Fund will continue for such period of time as may be necessary to liquidate existing Fund Investments in an orderly manner (subject to a maximum period of 1 (one) year from the aforesaid date of intimation to the Contributors and SEBI);
  - Capital Commitments will not be extinguished to the extent necessary to pay the Fund Expenses; and
  - The Management Fee, fees payable to the Trustee and other fees/costs will continue to be payable as per provisions of the Trust Documents until the Fund terminates and is dissolved.
- Once the Fund liquidates, the proceeds accruing to the Contributors shall be distributed to them after satisfying all liabilities of the Fund in accordance with the respective Agreements.
- To achieve effective winding up of the Trust/Fund, the Investment Manager shall:
  - take all practical steps to sell all the non-cash assets of the Fund/Trust;
  - shall commence arrangements to pay all the liabilities of the Fund/ Trust including but not limited to the Fund Expenses;
  - return to the extent of the available cash in the Contribution Fund, all outstanding interests in the Fund/Trust in accordance with the terms contained in the Trust Documents; and
  - any other action as may be provided under the Indenture.
- The Investment Manager may, subject to obtaining approval from Super- Majority of Contributors, make distributions in specie of the investments which may not have been liquidated to the Contributors.

10.1 *Removal of Trustee:* Subject to Applicable Laws, the Trustee may be removed by a Super-Majority of Contributors of the Trust, in consultation with the Investment Manager, provided that the removal of the Trustee shall not be effective, unless a new trustee is appointed in its place by a Super-Majority of Contributors of the Trust. In an event the Trustee discontinues being the trustee of the Trust in accordance with the provisions of the Indenture and a new trustee is appointed in accordance with the Indenture, then such new trustee shall assume the role of the Trustee under this Agreement and the requisite steps will be taken in this regard by the Investment Manager, Trustee and the incoming trustee.

10.2 *Change of the Investment Manager*

The Investment Manager may be changed for a "Cause" (as described below) if 90% Contributors by value in the Trust vote to change the Investment Manager after giving a 6 months' written notice ("Cure Period") to the Investment Manager of such "Cause" and the Investment Manager fails to cure such "Cause" within the Cure Period.

For the purposes of change of the Investment Manager, "Cause" shall be established where the existence of the following circumstances is demonstrated:

(i) the Investment Manager is in material breach of its material obligations under the terms of the Trust Documents for which a written notice has been served upon the Investment Manager (through the Trustee) specifying the nature of breach and the Investment Manager has failed to cure such default within a period of 30 (thirty) days from the date of receipt of such notice by the Investment Manager;

(ii) orders of bankruptcy, insolvency, administration, involuntary reorganization or similar proceedings have been passed against the Investment Manager; or

(iii) the Investment Manager has engaged in Malfeasance in connection with its role as the Investment Manager.

11 Appointment of new investment manager

Upon removal/discontinuation of the Investment Manager in terms of Clause 9.5, the Trustee on instructions of a Super-Majority of Contributors shall appoint a new investment manager in its place.

11.1 Such appointment of a new investment manager shall be effected by execution of a deed of appointment between the Trustee and new investment manager.

11.2 On appointment of a new investment manager, the Contribution Fund shall vest with the new investment manager. The new investment manager shall have all the powers, authorities and discretion, and shall in all respects act and be liable as if originally appointed as an investment manager under the Investment Management Agreement. On appointment of a new investment manager, the Contribution Fund shall be managed by the new investment manager and Trustee and Contributors shall execute necessary documentation for enabling the new investment manager to manage the Contribution Fund/Fund Investments.

11.3 The Trustee and Investment Manager shall inform SEBI (as per the Regulations) in case of termination of the Investment Management Agreement and consequent change in the Investment Manager, seek prior approval from SEBI in case of 'change in control' (as defined under the Regulations) of the Investment Manager and provide such intimations / seek SEBI approvals from time to time as are required under the Regulations.

12 Waiver not to impair rights

No delay in exercising or omission to exercise any right, power or remedy accruing to any of the Parties upon any default under this Agreement, or under the Indenture (as modified from time to time) shall impair any such right, power or remedy or shall be construed to be a waiver thereof or any acquiescence in such default, nor shall the action or inaction of any concerned Party in respect of any default or any acquiescence by it in any default, affect or impair any right, power or remedy of the concerned Party in respect of any other default.

13 Indemnity

13.1 The Fund shall indemnify and hold harmless the Trustee, the Investment Manager, the Sponsor, and their Associates, Affiliates, respective partners/directors, employees, and agents, members of any investment committee and any person who serves at the request of the Investment Manager on behalf of the Fund (each a "Protected Person") from and against any and all tax and other liabilities, claims, costs, losses, damages and expenses (including reasonable attorney's fees and costs) arising out of or in connection with the Fund, including on account of any payment of distributions to the Contributors through electronic mode, except where the Protected Person is finally adjudicated by the court of competent jurisdiction to have committed actions (or omissions) constituting gross negligence, wilful misconduct or fraud.

13.2 Actions for which such indemnification by the Fund may be applicable:

- Loss incurred for any claim raised by a tax authority against the Trustee or its employees or directors (in its capacity as the representative assessee) for any tax liability of foreign investors, etc.
- Any penalty or fine levied on the trustee, as a representative assessee of the Applicant trust, on account of any delay in compliances and tax filings under the Income-tax Act, 1961 which delay is not attributable to wilful misconduct, gross negligence or fraud on part of the trustee.
- Any damage or loss caused to the Investment Manager that arises from any legal action, suit or proceeding initiated by a Portfolio Company for an investment decision taken by the Investment Manager on behalf of the Fund.
- Expenses incurred by the Investment Manager on behalf of the Fund in good faith within the limits of Fund Expenses as stated in the PPM.
- Any damage or loss that may arise from a dispute at the Fund level between one or more investors and the Fund. As Sponsor holds a fiduciary responsibility towards the investors, investor can file dispute against the Sponsor on behalf of the Fund.

13.3 Actions for which indemnification shall not apply

Scenarios where indemnification shall not be applicable are where a court of competent jurisdiction finally adjudicates either of the following on part of the Protected Persons:

i. gross negligence;

ii. willful misconduct; or

iii. fraud

14 Confidentiality

14.1 The Contributor shall maintain the confidentiality of any information regarding the Fund/Scheme, the Trustee, the Manager, their respective affiliates and the portfolio companies and their affairs, received by the investor pursuant to the Contribution Agreement, as a result of its status as an investor to the Fund/Scheme, unless

(i) the Trustee and the Investment Manager shall authorize disclosure in writing;

(ii) such disclosure is required by Applicable Law, regulation or legal process or as disclosed to their legal counsel, auditors, financial advisers, tax advisers, insurers, bankers, and regulators. Each Person shall use such non-public information solely in connection with monitoring its investment in or business with the Fund and not for any other purpose whatsoever.

15 Limitation on Liability

15.1 The Investment Manager and/or the Trustee shall incur no liability in respect of any action taken or thing suffered by them in reliance upon any notice, resolution, direction, consent, certificate, affidavit, statement, certificate of stock, plan of reorganisation or (without being limited in any way by the foregoing) other paper or document believed to be genuine and to have been passed, sealed or signed by appropriate authorities or entities. In any event, the liability of the Investment Manager (if any) shall not exceed the aggregate Management Fee received by the Investment Manager from the Fund.

15.2 Notwithstanding anything contained herein, the Investment Manager and/or the Trustee shall incur no liability for any act, done or omitted to be done, in good faith and with bona fide intentions. The Investment Manager and/or the Trustee shall incur no liability to the Contributors for doing or failing to do any act or thing by reason of:

- o any provision of any present or future law/regulation; or
- o any decree, order or judgment of any court; or
- o any request, announcement or similar action (whether of binding legal effect or not) which may be taken or made by any person or body acting with or purporting to exercise the authority of any Government (legally or otherwise), it shall be directed or requested to do or perform or to forbear from doing or performing such act or thing. If for any reason it becomes impossible or impracticable to carry out any of the provisions of this Agreement, the Investment Manager shall not be under any liability therefore or thereby.

15.3 The Investment Manager and/or the Trustee shall not be responsible to the Contributor for any authenticity of any signature or of any seal affixed to any endorsement on any certificate or to any transfer or form of application endorsement or other document affecting the title to or transmission of Units or of any investments of the Fund or be in any way liable for any forged or unauthorized signature or seal provided that reasonable care is exercised by the Investment Manager and/or the Trustee in this regard. The Investment Manager and/or the Trustee shall be entitled but not bound to require that the signature of any Contributor to any document required to be signed by him under or in connection with these presents shall be verified to its or their reasonable satisfaction.

15.4 Subject to the Applicable Laws and the Trust Documents, nothing herein contained shall be construed so as to prevent the Investment Manager and/or the Trustee separately from acting as investment advisor, investment manager or trustee of trusts or funds including alternative investment funds or venture capital funds or private equity funds, and retain for their own use and benefit all remuneration, profits and advantages which it may derive therefrom.

15.5 If the Investment Manager and/or the Trustee is/are requested by any regulatory authority to provide it with any information regarding the Fund or Contribution Fund and/or the Contributors and the investments and income and/or gains of the Fund and provisions of these presents, and complies with such request in good faith, whether or not it was in fact enforceable, the Investment Manager and/or the Trustee shall not incur any liability to the Contributors or any of them or to any other party as a result of such compliance or in connection with such compliance. However, it/they shall duly inform the Contributors of the same.

15.6 The Investment Manager and/or the Trustee shall not incur any liability by reason of any loss, which a Contributor may suffer by reason of any depletion in the value of the Contribution Fund.

15.7 For the avoidance of doubt, it is hereby agreed and declared that references to the Investment Manager and/or Trustee in this Clause 15 shall be deemed to include its employees/ directors/partners.

16 Conflicts of Interest

16.1 The Investment Manager may, subject to Clause 16.2 below, enter into or approve a conflicted transaction notwithstanding that an Interested Party may have a direct or indirect interest or concern in such conflicted transaction so as to place the Interested Party in a position where its interest therein may conflict with its duty to the Trust or the Fund, save that the Interested Party shall act in a fiduciary capacity towards the Contributors and shall disclose to the Contributors, all conflicts of interests as and when they arise or seem likely to arise in accordance with the Regulations.

16.2 The Investment Manager shall establish and implement written policies and procedures to identify, monitor and appropriately mitigate conflicts of interest on a continuous basis throughout the Term. The Investment Manager shall abide by high level principles on avoidance of conflicts of interest with associated persons, as may be specified by SEBI from time to time.

16.3 The Fund shall not invest in Associates except with the approval of Super-Majority of Contributors.

17 Miscellaneous

17.1 For administrative and operational convenience, the Trustee has delegated to the Investment Manager such powers and duties including management and administration of the Contribution Fund/Investible Funds vested in it under the Indenture and this Agreement. The Trustee shall not interfere with the actions of the Investment Manager so long as these actions are within the powers of the Investment Manager as set forth in the Investment Management Agreement and are consistent with the objectives of the Trust. The Investment Manager will, on behalf of the Trustee and in the Fund's name, accept Capital Contribution from each of the Contributors. The Investment Manager shall invest the Investible Funds in terms of the Trust Documents and in accordance with the Applicable Laws (including the Regulations) and the Contributor agrees to the same.

17.2 Service of notice

- Any notice or request to be given or made to the Parties shall be in writing.
  - Unless otherwise specified in this Agreement, such notice or request shall be deemed to have been given or made when sent through facsimile, electronic mail, registered post or courier or hand delivered at the address of the other Party and such notice shall be deemed to have been received by the other Party within 4 (four) days from the date of dispatch of the registered post/courier; within 24 (twenty four) hours from the electronic mail being sent or upon receiving the confirmation of transmission of the facsimile or upon receiving the confirmation of hand delivery.

17.3 Overriding effect

This Agreement deemed to include its annexures, exhibits, schedules (if any) and constitutes the entire agreement among the Parties pertaining to its subject matter, and supersedes all prior and contemporary agreements and understandings. The Parties intend this Agreement to be the final expression of their agreement with respect to its terms, and the complete and exclusive statement of those terms. No modification, amendment or waiver of any Agreement term shall be binding unless executed in writing by the Party or Parties to be bound.

Notwithstanding anything contained in this Agreement, in case there is a conflict in the interpretation and / or consequence arising from the interpretation of expressions, terms, phrases or definitions amongst the Trust Documents, the Trust Documents shall be harmoniously read (and in accordance with the Applicable Laws) to give effect to such expressions, terms, phrases or definitions.

17.4 Effective date of Agreement

This Agreement shall become binding on the Parties on and from the date first above written.

17.5 Partnership or Association

Nothing in this Agreement shall constitute or be deemed to constitute a partnership or association of persons between any of the Parties hereto and inter-se with / amongst the Contributors and none of them shall have any authority to bind the other in any way. It is expressly understood that the relationship between the Contributors and the Trustee is on a principal to principal basis and the Trustees are not and should not be construed as agents of the Contributors. Each of the Contributors shall act independently and will make their own decisions with regard to investments and divestments and bear their own expenses as well as be entitled to the gains and losses arising from their investments. The Contributors shall not act jointly or make any joint decisions and do not intend to form any joint venture or partnership or association of persons for the purpose of making investments in the Trust/Fund and/or the Portfolio Entities.

17.6 Deed of Adherence

In the event of transfer of a Unit by a Contributor as contemplated in Clause 2.6, the Contributor shall provide the Trustee/Investment Manager such identity details of the new contributor as may be required by the Trustee/Investment Manager. The new contributor shall execute, and the Contributor shall ensure that the new contributor executes, a Deed of Adherence and any other documents as required by Investment Manager, acknowledging to be bound by the terms and conditions of the Trust Documents, substantially in accordance with the form attached as Exhibit A hereto. Costs and duties with respect to such Deed of Adherence shall be borne by the new contributor. The Contributor hereby acknowledges and agrees that (i) it shall solely be liable for the failure by the new contributor to execute Deed of Adherence as contemplated under this Clause 17.6, and (ii) till such time as the new contributor doesn't execute Deed of Adherence, the Contributor shall be bound by the terms of this Agreement and the Trustee/Investment Manager shall not be bound to recognize the new contributor. Further, it is clarified that none of the Fund, Investment Manager, Trustee and their respective employees, directors, partners and/or agents shall be liable whatsoever for breach by the Contributor in complying with the requirements of this Clause 17.6.

17.7 Governing law

The provisions of this Agreement shall be governed by and construed in accordance with the laws of the Republic of India and the courts of Mumbai only shall be the forum for the administration hereof.

17.8 Arbitration and Dispute Resolution

- The Parties to this Agreement hereby agree that they intend to discharge their obligations in utmost good faith. The Parties therefore agree that they will, at all times, act in good faith, and make all attempts to resolve all differences howsoever arising out of or in connection with this Agreement by discussion, in accordance with Clause 17.9 below, failing which, by arbitration.
- The Parties agree that the discussions shall be held in the spirit of resolution of the issues that have arisen between them with the intention of resolving the issues amicably at the earliest. If the applicant is not satisfied with the outcome of the discussions, within 45 (forty-five) days from the receipt of the response, it shall resort to arbitration.
- The Parties shall be bound to submit all disputes and differences howsoever arising out of or in connection with this Agreement to arbitration. The arbitration shall be held before 1 (one) arbitrator, who shall be selected jointly by the Parties, or, if the Parties cannot agree on the selection of the arbitrator, shall be selected in accordance with the Arbitration and Conciliation Act, 1996. The arbitration shall in all be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996.
- The arbitrator shall be a person of professional repute who is not directly or indirectly connected with any of the Parties to this Agreement and has prior experience as arbitrator.
- The place of arbitration shall be Mumbai. The language to be used in the arbitration proceedings shall be English.

17.9 Grievance Redressal:

- The Investment Manager shall designate one of its personnel as the investor relation officer who shall seek to attend to and address any investor query/concern/grievance at the earliest. The Investment Manager will ensure that this official is vested with the necessary authority and independence to handle complaints received from the Investors.
- Any dispute unresolved by the internal grievance redressal mechanism of the Investment Manager, as mentioned above, may be submitted to arbitration in accordance with Clause 17.8 of this Agreement.
- Without prejudice to anything stated above, the Investor may further register its grievance/complaint through SCORES (SEBI Complaints Redress System) available at http://scores.gov.in, post which SEBI may forward the complaint to the Investment Manager and the Investment Manager will suitably address the same.

17.10 Provisions of the Indenture to apply mutatis mutandis to these presents.

18 Amendments

18.1 Except as otherwise provided under the Applicable Laws and Trust Documents, no amendment, change or waiver of any provision of the Agreement shall be binding unless consented to or approved by a Super-Majority of Contributors of the Fund. Any amendment, change or waiver of any provisions of this Agreement shall be effective from the date of such approval, as if such amendment, change or waiver has been an integral part of this Agreement.

Notwithstanding the above, (i) the Investment Manager in consultation with the Trustee shall have the power to remove any ambiguities/difficulties and make such changes as required to remove ambiguity/difficulty though not affecting any of the rights/obligations/entitlements of the Contributors and/or; (ii) the Parties can mutually amend inter-se provisions of this Agreement (not altering the terms applicable to other Contributors in the Fund) by an instrument in writing.

18.2 For the purposes of the above, for administrative convenience, the Fund Parties are authorised by the Contributor to, and shall, execute an amendment to each Agreement for implementing the amendments that become or have become effective pursuant to this Clause 18.

18.3 If any amendment is made pursuant to this Clause 18, the Investment Manager shall notify the Investors of such amendment in writing.

19 Counterparts

This Agreement may be executed in counterparts, each of which, when so executed and delivered, shall be deemed an original instrument, but all of which together shall constitute a single agreement.

20 Survival

Termination of this Agreement shall not affect those provisions hereof that by their nature are intended to survive such termination, including but not limited to the Clause 2.8 (Contributor Giveback), Clause 4 (Representations and Warranties), Clause 13 (Indemnity), Clause 17.7 (Governing Law) and Clause 17.8 (Arbitration and Dispute Resolution) of this Agreement.

21 Severability

If any provision or part thereof of this Agreement shall be held void or becomes void or unenforceable at any time, then the rest of the terms of this Agreement shall be given effect to as if such provision or part thereof does not exist in this Agreement. The Parties agree that such an event shall not in any manner, affect the validity and the enforceability of the rest of this Agreement.

22 Assignment

Notwithstanding anything else contained in this Agreement or the Trust Documents and subject to Applicable Laws, the Trustee or the Investment Manager may, subject to other's consent, assign this Agreement or transfer any rights hereunder to a third party which may include an affiliate or group company of the Investment Manager/Trustee. Upon such assignment or transfer, the assignee / transferee company shall have the same rights against the Contributor as provided to the Trustee or the Investment Manager (as the case may be) under this Agreement.

[Remainder of the page has been intentionally left blank. Signature page follows.]

In WITNESS WHEREOF the Parties hereto, acting through their authorized signatories, have executed this agreement as of the day and year first above written.

1. **SIGNED AND DELIVERED** by within named Trustee, **Catalyst Trusteeship Limited**, by the hand of its authorized signatory

   Mr._____ pursuant to the Resolution passed by its board of directors, on _____, 202[ ]

   Signature of Trustee

2. **SIGNED AND DELIVERED** by the within named Investment Manager, **MO Alternative IFSC Private Limited** by the hand of its authorized signatory

   Mr._____

   Signature of Trustee

3. **SIGNED AND DELIVERED** by the _____
   Within named Contributor, by the hand of its authorized signatory

   Mr._____

In the presence of:

First Holder	Second Holder
Signature	Signature
Date:_____	**Date:**_____
Place:_____	**Place:**_____

Exhibit A

DEED OF ADHERENCE

DEED OF ADHERENCE made on the _____ day of, _____ **("Deed")**

BY:

Name of new contributor (the **"New Contributor"**).

RECITALS:

(A) On _____day of_____, **Catalyst Trusteeship Limited ("Trustee"), MO Alternative IFSC Private Limited ("Investment Manager")** and _____ (Name of Contributor) **("Original Contributor")** entered into a Contribution Agreement (the **"Agreement"**).

(B) The Memorandum, Indenture, Investment Management Agreement along with this Agreement collectively known as the **"Trust Documents"** forms a part of this Deed.

© _In terms of the provisions of **Clause 2.6** of this Agreement, the Original Contributor has transferred his Units/Capital Commitment to the New Contributor and such transfer was taken on record by the Trustee on_____ [date] for which purpose the New Contributor desires to execute this Deed as contemplated under **Clause 16.6** of this Agreement.

NOW THIS DEED WITNESSES as follows:

Interpretation

1. In this Deed, except as the context may otherwise require, all words and expressions defined in the Trust Documents shall have the same meanings when used herein.

Undertaking

2. The New Contributor hereby undertakes to all persons who are at present or who may hereafter become bound by the Trust Documents, to adhere to and be bound by all the duties, burdens and obligations, if any, as may be specified in any of the Trust Documents and all documents expressed in writing to be supplemental or ancillary thereto as if the New Contributor had been an original party to the Trust Documents since the date thereof.

Enforceability

3. Each existing Contributor, the Trustee and the Investment Manager shall be entitled to enforce the obligations and duties under the Trust Documents against the New Contributor as if the New Contributor had been an original party to the Trust Documents since the date thereof.

Indemnity

4. The New Contributor agrees to indemnify and hold the Fund/Trust, Investment Manager, Sponsors, Settlor and/or Trustee and each of their directors, partners, officers, employees, and/or agents (each an **"Indemnified Party"**) indemnified to the fullest extent permitted by the law, from and against any and all losses, liabilities, claims, damages, proceedings, penalties, judgments and expenses (including reasonable fees, disbursements and other charges of counsel which may be incurred by the Indemnified Party), incurred or suffered by the Indemnified Party, caused due to, or arising out of the transfer of the Units.

Governing Law

5. This Deed of Adherence shall be governed by and construed in accordance with the laws of the Republic of India and the courts of [Mumbai] only shall be the forum for the administration hereof.

IN WITNESS WHEREOF, this Deed of Adherence has been executed as a deed on the date first above written.

SIGNED, SEALED AND DELIVERED by
by the within named **[New Contributor]**

in the presence of:

Name: _____

Title: _____

Signature of Contributor

Annexure to the Deed of Adherence

Capital Commitment of the Old Contributor	Aggregate Capital Contribution of the Old Contributor	Outstanding Capital Commitment of the Old Contributor	Number of Units held by the Old Contributor

Exhibit B

Declaration/ Undertaking for Accredited Investor

I/We the undersigned, _____[name of the Investor], hereby represent, assure, and confirm as follows:

1. I/We confirm that I/we have been adequately informed of the risks, costs and benefits of investing in the Fund as an Accredited Investor by MO Alternative IFSC Private Limited (the **"FME"**) and/or its authorised representative and/or any other third party entity with the requisite authority/obligation, and that I/we consent, accept and agree to be treated as an Accredited Investor as defined under the International Financial Services Centres Authority (Fund Management) Regulations, 2025 and the IFSCA Circular No. IFSCA-IF-10PR/1/2023-Capital Markets dated January 25, 2024 (**"Circular"**), as amended and modified from time to time for the purpose of my/our investment in the Fund. Further, it is clarified that such consent is voluntary, and may be withdrawn by me/us, provided that such withdrawal is intimated to the FME in accordance with the mechanism instituted by it for the same.

2. That I/We fulfill the following criteria as provided in the Circular and required under Applicable Law (tick as applicable):

Category of Investor	Income Criteria	Net Assets Criteria
☐ Individual/Sole Proprietorship/One Person Company/ Hindu Undivided Family and any other legal form comprising of only a natural person	☐ Annual gross income in the preceding financial year_____ was not less than USD 200,000 and a reasonable expectation of reaching similar income level in the current financial year	☐ Net assets are not less than USD 1 Million, out of which at least USD 500,000 worth of net assets comprise of financial assets, based on financial position on a date not older than 6 months
	Partner/Beneficiary/Constituent Criteria	**Net Assets Criteria**
☐ Body Corporate	☐ All the constituents of the body corporate independently meet the applicable eligibility criteria of Accredited Investors	☐ Net worth is not less than USD 5 Million
☐ Partnership Firm	☐ All the partners of the partnership firm independently meet the applicable eligibility criteria of Accredited Investors	☐ Net worth is not less than USD 5 Million and the partner(s) responsible for making investment decisions for the partnership firm meet the applicable eligibility criteria of Accredited Investors
☐ Trusts	☐ All the beneficiaries of the trust independently meet the applicable eligibility criteria of Accredited Investors	☐ Net worth is not less than USD 5 Million and the person(s) responsible for making investment decisions for the trust meet the applicable eligibility criteria of Accredited Investors

<u>If the investment made is a Joint Investment, please tick as applicable:</u>

- If the joint investment is made by parent(s) and their child(ren) (including stepchildren, adopted children, ex nuptial children), - at least one person independently fulfills the eligibility criteria and such person is responsible for making investment decisions.

- If the joint investment is made by spouses, their combined income/ net worth is meeting the eligibility criteria.

OR

We are deemed to be an Accredited Investor in accordance with the Circular, as we are (tick as applicable):

- Government;
- Government related Investor of India or foreign jurisdictions such as central banks, sovereign wealth funds; or,
- an entity controlled or at least 75% directly or indirectly owned by such Government and Government related investor(s).

- multilateral agency;
- supranational agency; or,
- an international organization of a similar nature.

- university fund set up in IFSC, India or foreign jurisdiction;
- pension fund set up in IFSC, India or foreign jurisdiction;
- provident fund set up in IFSC, India or foreign jurisdiction; or,
- a university related endowment of such universities that have been in existence for more than five years.

- A Venture Capital Scheme in IFSC;
- Restricted Scheme in IFSC;
- Retail Scheme in IFSC;
- Exchange Traded Fund in IFSC; or
- Investment Trust in IFSC,

- A scheme or fund in India or a foreign jurisdiction which is regulated in its jurisdiction and wherein no single investor holds more than 33% beneficial interest.

- A family investment fund set up in IFSC; or
- a similar regulated vehicle set up in India or a foreign jurisdiction.

- A body corporate, acting on its own account or on account of its clients who are Accredited Investors, which is licensed, authorised, recognised or registered by IFSCA as any of the following (tick as applicable on the list below); or an entity, when acting on its own account or on account of its clients who are Accredited Investors, which is permitted by a financial sector regulator of India or of a foreign jurisdiction to carry out a financial activity which corresponds to the activities permitted by IFSCA to the following (tick as applicable):

- banking unit,
- broker dealer,
- clearing corporation,
- clearing member,
- credit rating agency,
- custodian,
- debenture trustee,
- depository,
- depository participant,
- finance company or finance unit,
- fund management entity,
- global regional corporate treasury center,
- insurance offices,
- investment adviser,
- investment bank,
- stock exchange, or
- any other entity that has been specified by IFSCA (please provide the details of the same)

3. We have provided the following documents in relation to paragraph 2 above (tick as applicable):

Nature of Investor	Income Criteria
☐ Individual / Sole Proprietorship/One Person Company/Hindu Undivided Family	☐ Certificate provided within the preceding 6 months period by members of the Institute of Chartered Accountants of India or professional bodies equivalent thereto in foreign jurisdictions which are identified in the notification published in the Gazette of India vide no. G.S.R. 882(E) dated November 28, 2019, as may be revised from time to time, or any other foreign jurisdiction as may be specified by the IFSCA from time to time.
☐ Body Corporate/ Partnership Firm/Trust, for verification of net-worth criteria	☐ Most recent audited financial statement, within the preceding 12 months; or, ☐ In case the Investor is not required to prepare an audited financial statement, a balance sheet certified by an authorised person of such body corporate, partnership firm or trust as giving a true and fair view of its state of affairs as of the date of the balance sheet, which date shall be within the preceding 12 months.
☐ All investors	☐ Any additional documentation _____ (please specify the details of the same)

4. I/We acknowledge and consent that the FME and/or its authorised representative and/or any other third party entity with the requisite authority/obligation may review the validity of my/our accreditation on a periodic basis, or as and when it has a reason to believe that there is a material change in my/our circumstances. I/We also consent to provide the FME and/or its authorised representative and/or any other third party entity with the requisite authority/obligation with such documentation as may be required for such review including but not limited to the documents mentioned under paragraph 3 above.

5. I/We consent, accept and agree that any documents furnished pursuant to this Annexure may be retained by the FME and/or its authorised representative and/or any other third party entity with the requisite authority/obligation in electronic retrieval form for such period as required under Applicable Law.

6. I/We consent, accept and agree that the FME and/or its authorised representative and/or any other third party with the requisite authority/obligation may, if required by Applicable Law, make available the information related to me/us to the International Financial Services Centres Authority for its regulatory purposes.

7. I/We acknowledge that the usual investor protection measures may not be made available or may be made available at a lower extent to us/me, as a result of being an Accredited Investor, and confirm that the FME and/or its authorised representative and/or any other third party entity with the requisite authority/obligation has given me/us sufficient notice of the same.

I/We declare and confirm that all of the information and documents mentioned hereinabove and the contents therein are true and correct to the best of my/our belief. I/We declare and agree that in case there is any change in the information provided by me/us hereinabove, I/we shall promptly inform the FME of the same.

For and on behalf of _____,

_____

Name: _____

Designation: _____

Date: _____


motilal oswal
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