

MOTILAL OSWAL EQUITY OPPORTUNITIES FUND SERIES - II

(A Close Ended Scheme of Motilal Oswal Alternative Investment Trust, a trust organised in India and registered with Securities and Exchange Board of India (SEBI) as Category III Alternative Investment Fund)

THINK EQUITY
THINK MOTILAL OSWAL



BUY RIGHT
SIT TIGHT

APPLICATION FORM CUM CONTRIBUTION AGREEMENT

Educational Qualification : ☐ Under Graduate ☐ Graduate ☐ Post Graduate ☐ Professional _____ Please Specify _____

Below are approve the approve county list for investments in Motilal Oswal Equity Opportunities Fund Series-II

Residing Country ☐ Hongkong ☐ Singapore ☐ United Kingdom ☐ United Arab Emirates ☐ Dubai International Financial Centre ("DIFC") ☐ Spain ☐ Australia ☐ Belgium
☐ Sultanate of Oman ☐ Thailand ☐ Kenya ☐ Nigeria ☐ Indonesia ☐ Sri-Lanka

Occupation (Please tick (✓) any one) :

☐ Private Sector Service ☐ Public Sector ☐ Government Service ☐ Business ☐ Professional ☐ Agriculturist ☐ Retired ☐ Housewife ☐ Student
☐ Forex Dealer ☐ Others (Please specify) _____

Gross Annual Income Details (Rs.) : ☐ Below 1 Lakh ☐ 1 - 5 Lakhs ☐ 5 - 10 Lakhs ☐ 10 - 25 Lakhs ☐ 25 Lakhs - 1 Crore ☐ >1 Crore or Net worth _____

Are You A Tax Assessee? ☐ Yes ☐ No

Investment Profile : Investment / Trading Experience ☐ No Prior Experience ☐ Years In Stocks ☐ Years In Derivatives ☐ Years In Other Investment Related Fields

Indicative % of Total Investment Portfolio Proposed to be Invested with the Portfolio Manager %

Overall Investment Goals ☐ Capital Appreciation Risk Tolerance ☐ Low ☐ Medium ☐ High

Note-Default period : Valid until terminated/withdrawn as per agreement

Investment Horizon ☐ Long Term

% Of Savings Invested In Equity Investments ☐ 0 - 10% ☐ 10 - 25% ☐ 26 - 50% ☐ > 50%

Net Worth in Rs. _____ as on (date) ____/____/____ (Net Worth should not be older than 1 year)

Please tick, if applicable ☐ Politically Exposed Person ☐ Related to a Politically Exposed Person

Any Other Information : _____

Occupation Details if Employed

Name of the Employer _____
Office Address _____
City _____ State _____ Country _____
Pin Code _____ Tel. (O) _____ Fax _____
Mobile _____

Occupation if Self Employed / Business / Professional/ Others

Name of the Establishment _____
Nature of Business _____
Industry _____
Office Address _____
Office Address _____
City _____ State _____ Country _____
Pin Code _____ Tel. (O) _____ Fax _____
Mobile _____

Information In Relation To The Prevention Of Money Laundering Act, 2002

Funds Detail Do you intend to invest in the stock market with : ☐ Own Funds ☐ Borrowed Funds

Details of the relatives, having account with MOAMC
Name _____
Relationship _____ UCC _____

Details of the corporate/partnership firm/trust, etc where client is affiliated
Name _____
Relationship _____ UCC _____
Nature of Business _____ Entity Type _____

GST Location _____ GST No. _____

Please give details of any action taken by SEBI/Stock Exchange/any other authority for violation of securities laws/other economic offences

I/We hereby submit that i/we will immediately inform MOAMC in case I/we am/are convicted under any grounds or any action is taken against me/us by any authority.

Initial Investment Amount in Rs. _____ against aggregate commitment amount Rs. _____

Mode of Investment ☐ Cheque ☐ Bank Transfer

I declare that the information is to the best of my knowledge and belief, accurate and complete. I agree to notify Motilal Oswal Asset management Company Limited immediately in the event the information in the self-certification changes.

Name and Sign of
First Holder/Authorized Signatory

Educational Qualification : ☐ Under Graduate ☐ Graduate ☐ Post Graduate ☐ Professional _____ Please Specify _____

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☐ Private Sector Service ☐ Public Sector ☐ Government Service ☐ Business ☐ Professional ☐ Agriculturist ☐ Retired ☐ Housewife ☐ Student
☐ Forex Dealer ☐ Others (Please specify) _____

Gross Annual Income Details (Rs.) : ☐ Below 1 Lakh ☐ 1 - 5 Lakhs ☐ 5 - 10 Lakhs ☐ 10 - 25 Lakhs ☐ 25 Lakhs - 1 Crore ☐ >1 Crore or Net worth _____

Are You A Tax Assessee? ☐ Yes ☐ No

Investment Profile : Investment / Trading Experience ☐ No Prior Experience ☐ Years In Stocks ☐ Years In Derivatives ☐ Years In Other Investment Related Fields

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Net Worth in Rs. _____ as on (date) ____/____/____ (Net Worth should not be older than 1 year)

Please tick, if applicable ☐ Politically Exposed Person ☐ Related to a Politically Exposed Person

Any Other Information : _____

Occupation Details if Employed

Name of the Employer _____
Office Address _____
City _____ State _____ Country _____
Pin Code _____ Tel. (O) _____ Fax _____
Mobile _____

Occupation if Self Employed / Business / Professional/ Others

Name of the Establishment _____
Nature of Business _____
Industry _____
Office Address _____
Office Address _____
City _____ State _____ Country _____
Pin Code _____ Tel. (O) _____ Fax _____
Mobile _____

Information In Relation To The Prevention Of Money Laundering Act, 2002

Funds Detail Do you intend to invest in the stock market with : ☐ Own Funds ☐ Borrowed Funds

Details of the relatives, having account with MOAMC
Name _____
Relationship _____ UCC _____

Details of the corporate/partnership firm/trust, etc where client is affiliated
Name _____
Relationship _____ UCC _____
Nature of Business _____ Entity Type _____

GST Location _____ GST No. _____

Please give details of any action taken by SEBI/Stock Exchange/any other authority for violation of securities laws/other economic offences

I/We hereby submit that i/we will immediately inform MOAMC in case I/we am/are convicted under any grounds or any action is taken against me/us by any authority.

Initial Investment Amount in Rs. _____ against aggregate commitment amount Rs. _____

Mode of Investment ☐ Cheque ☐ Bank Transfer

I declare that the information is to the best of my knowledge and belief, accurate and complete. I agree to notify Motilal Oswal Asset management Company Limited immediately in the event the information in the self-certification changes.

Name and Sign of
Second Holder/Authorized Signatory

APPLICATION FORM

Please read the instructions before filling the Application Form

| | |
|--------------------|--------------------|
| Distributor Code : | Distributor Name : |
| RM Name: | RM Location: |
| RM Mobile No.: | RM Email ID: |

1. CONTRIBUTOR'S DETAILS (Please fill in BLOCK LETTERS with black/blue ink)

NAME OF FIRST / SOLE APPLICANT ☐ Mr. ☐ Ms. ☐ M/S.

FIRST NAME MIDDLE NAME LAST NAME

Date of Birth/Incorporation DDMMYY PAN

KIN NO.

a. Status of First/ Sole Applicant [Please tick (✓)] ☐ Individual ☐ Non - Individual ☐ NRI Nationality ☐ Indian ☐ US ☐ Others (Please Specify)

☐ Partnership Firm ☐ HUF ☐ Private Limited Company ☐ Public Limited Company ☐ Listed Company ☐ Society ☐ AOP/BOI

☐ Artificial Juridical Person ☐ Resident Individual ☐ Proprietor ☐ FII/ FPI ☐ PIO ☐ Limited Liability Partnership ☐ Trust

☐ Body Corporate ☐ NGO ☐ FI ☐ Govt. Body ☐ Bank ☐ Defence Establishments ☐ NPO ☐ Others Specify

b. Occupation Details [Please tick (✓)]

☐ Pvt. Sector Service ☐ Public Sector ☐ Gov. Service ☐ Housewife ☐ Defence ☐ Professional ☐ Retired ☐ Business ☐ Agriculture ☐ Student ☐ Forex Dealer

☐ Others Specify

c. Gross Annual Income (₹) [Please tick (✓)] ☐ Below 1 Lac ☐ 1 - 5 Lacs ☐ 5 - 10 Lacs ☐ 10 - 25 Lacs ☐ >25 Lacs - 1 Crore ☐ >1 Crore OR

Net-worth (Mandatory for Non-Individuals) ` as on DDMMYY (Not older than 1 year)

d. Politically Exposed Person (PEP) Status (Also applicable for authorised signatories/ Promoters/ Karta/ Trustee/ Whole time Directors)

☐ I am PEP ☐ I am Related to PEP ☐ Not Applicable

e. Non-Individual Investors involved/ providing any of the mentioned services

☐ Foreign Exchange/ Money Changer Services ☐ Gaming/ Gambling/ Lottery/ Casino Services ☐ Money Lending/ Pawning ☐ None of the above

ADDRESS OF FIRST/ SOLE APPLICANT [As registered with KYC]

LAND MARK

City State Country Pin Code

OVERSEAS ADDRESS (in case the First Applicant is NRI/PIO) [P.O. Box Address is not sufficient] {Refer Instructions}

City State Country Zip Code

CONTACT DETAILS OF FIRST/ SOLE APPLICANT (Please ensure that you fill in the contact details for us to serve you better)

Name Phone (O)

Phone (R) Mobile ☐ I/We wish to receive updates via SMS on my mobile

Fax e-mail IN BLOCK LETTERS Mandatory

I/We wish to receive the following documents via physical in lieu of e-mail document(s) [Please-✓] ☐ Account Statement ☐ Newsletter ☐ Annual Report ☐ All Statutory Returns / Information

MODE OF HOLDING (Please ✓) ☐ Single ☐ Jointly ☐ Either/ Anyone or Survivor (Default Option : Anyone or Survivor)

NAME OF THE SECOND APPLICANT ☐ Mr. ☐ Ms

Date of Birth DDMMYY PAN KIN NO.

RELATION WITH FIRST APPLICANT ☐ Spouse ☐ Father/Mother ☐ Son/Daughter ☐ Others Specify

a. Occupation Details [Please tick (✓)] Nationality ☐ Indian ☐ US ☐ Others (Please Specify)

☐ Pvt. Sector Service ☐ Public Sector ☐ Gov. Service ☐ Housewife ☐ Defence ☐ Professional ☐ Retired ☐ Business ☐ Agriculture ☐ Student ☐ Forex Dealer

☐ Others Specify

b. Gross Annual Income ` ☐ Below 1 Lac ☐ 1 - 5 Lacs ☐ 5 - 10 Lacs ☐ 10 - 25 Lacs ☐ >25 Lacs - 1 Crore ☐ >1 Crore OR Net worth `

c. Politically Exposed Person (PEP) Status (Also applicable for authorised signatories/ Promoters/ Karta/ Trustee/ Whole time Directors)

☐ I am PEP ☐ I am Related to PEP ☐ Not Applicable

2. COMMITMENT / PAYMENT DETAILS (Mandatory)

Commitment Amount

(In figures)

(In words)

Cheque Amount

Mode of Payment (Please ✓)

☐ Cheque

☐ RTGS

☐ NEFT

Account Type (Please ✓)

☐ Savings

☐ Current

Others

Specify

Cheque/ RTGS/ NEFT No.

Dated

D

D

M

M

Y

Y

Y

Y

Payment from Bank A/c. No.

Drawn on Bank

Branch & City

3. BANK ACCOUNT DETAILS (Mandatory) (Mandate for payout of distribution proceeds)

Bank Name

(Do not abbreviate)

(Please provide a cancelled blank cheque of the mentioned account)

Account No.

Branch / City

Branch Address

Pin Code

Account Type (Please ✓)

☐ Savings

☐ Current

Others

Specify

MICR Code

IFSC/ NEFT Code

Please verify and ensure the accuracy of the bank details provided above . The Fund shall not be held responsible for delays or errors in processing your request if the information provided is incomplete or inaccurate. cheque should be in favour of “Motilal Oswal Equity Opportunities Fund Series-II”

4. NOMINATION DETAILS (Please tick appropriately) (Individuals are advised to avail of Nomination Facility, whether investing singly or jointly.)

- ☐ I/We do hereby nominate the undermentioned Nominee to receive the Units allotted to my/our credit in my/our folio in the event of my/our death. I/We also understand that all payments and settlements made to such Nominee and Signature of the Nominee acknowledging receipt thereof, shall be valid discharge by the AMC/ Fund/ Trustees/ Motilal Oswal Alternative Investment Trust. In case of units held in demat mode, the nomination under demat account will be considered.
- ☐ I/ we do not Wish to nominate currently.

Name and Address of Nominee

| Name (Date of Birth if Nominee is minor) | Address (Guardian in case Nominee is a minor) | Guardian Name (in case Nominee is a minor) | Signature (Guardian in case Nominee is a minor) | Allocation* % |
|---|--|---|--|------------------|
| Nominee 1 | | | | |
| Nominee 2 | | | | |
| Nominee 3 | | | | |

Signature

First Holder

Second Holder

*It is mandatory to clearly indicate percentage of allocation and total of which shall be 100%.

5. DOCUMENTS ENCLOSED (Please ✓)

- ☐ MOA & AOA
- ☐ Trust Deed
- ☐ Bye-Laws
- ☐ Partnership Deed
- ☐ Resolution/ Authorisation to invest
- ☐ List of Authorised Signatories with Specimen Signature(s)
- ☐ POA
- ☐ PAN
- ☐ KRA
- ☐ Cancelled Cheque
- ☐ CKYC Forms

6. DECLARATION AND SIGNATURES

Having read and understood the contents of the Private Placement Memorandum of the Scheme, I/We hereby apply for the units of the scheme and agree to abide by the terms, conditions, rules and regulation governing the scheme. I/We hereby declare that the amount invested in the scheme is through legitimate Sources only and does not involve and is not designed for the purpose of the contravention of any Act, Rules, Regulations, Notifications or Directions of the provisions of the income tax Act, Anti Money Laundering Laws, Anti Corruption Laws or any other applicable laws enacted by the Government of India from time to time. I/We have understood the details of the scheme & I/We have not received nor have been induced by any rebate or gifts, directly or indirectly in making this investment. I/We confirm that the funds invested in the Scheme , legally belong to me/us. In the event “ Know Your Customer” process is not completed by me/us to the satisfaction of the Investment Manager, I/we hereby authorize the Investment Manager, to redeem the funds invested in the Scheme, in Favour of the applicant, at the applicable NAV prevailing on the date of such redemption and undertake such other action with such funds that may be required by the law.

For NRIs only : I/We confirm that I am/we are Non Residents of Indian nationality/origin and that I/We have remitted funds from abroad through approved banking channels or from funds in my/our Non-Resident External/Non-Resident Ordinary/FCNR Account. I/We confirm that the details provided by me/us are true and correct. I declare that the information is to the best of my Knowledge, belief, accurate and complete. I agree to notify Investment Manager immediately in the event of information changes.

FATCA / CRS Certification:

Declaration for Individual: I hereby confirm that the information provided herein above is true, correct, and complete to the best of my knowledge and belief and that I shall be solely liable and responsible for the information submitted above. I also confirm that I have read and understood the FATCA & CRS Terms and Conditions below and hereby accept the same. I also undertake to keep you informed in writing about any changes / modification to the above information in future within 30 days of the same being effective and also undertake to provide any other additional information as may be required any intermediary or by domestic or overseas regulators/ tax authorities

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

| | | APPLICANT SIGNATURE | POA HOLDER SIGNATURE |
|------------|---|---|----------------------|
| SIGNATURES | Signature of 1st Applicant / POA Holder /Guardian | | |
| | | POA Details - POA Name <input type="text"/> POA PAN <input type="text"/> Enclosed (please ✓) <input type="checkbox"/> PAN <input type="checkbox"/> KYC (Attach copy of PAN & KYC) | |
| | Signature of 2nd Applicant /POA Holder | | |
| | | APPLICANT SIGNATURE POA DETAILS - POA NAME POA PAN Enclosed (please ✓) <input type="checkbox"/> PAN <input type="checkbox"/> KYC (Attach copy of PAN & KYC) | |

✂

ACKNOWLEDGMENT SLIP
(To be filled in by the Applicant)

Motilal Oswal Equity Opportunities Fund Series-II
(A Close Ended Category-III AIF)

Application No. MOEOS2

Received from

Cheque/RTGS/ NEFT No.

Drawn on Bank & Branch

Amount Rs.

Dated: DDMMYY

Signature, Stamp & Date

Please Note : All purchases are subject to realisation of payment instrument. This acknowledgment slip is for your reference only. Information on the form will be considered final.

KEY TERMS OF OFFER

■ This Key Terms of offer sets forth the information, which a prospective investor ought to know before investing. **For further details of the scheme risk factors, penalties & pending litigations etc. investors should, before investment, refer to the Private Placement Memorandum of the Scheme.**

| Name of Fund | Name of Investment Manager | Name of Trustee company |
|---|--|----------------------------------|
| Motilal Oswal Equity Opportunities Fund Series-II | Motilal Oswal Asset Management Company Limited | Vistra ITCL (India) Limited |
| Name of the Sponsor | | Name of the Registrar |
| Motilal Oswal Financial Services Ltd. (MOFSL) | | K Fintech Technologies Pvt. Ltd. |

Investment Objective: The investment objective of the Fund is to achieve long term capital appreciation by primarily investing in listed and unlisted equity & equity related instruments across sectors and market capitalization including during Initial Public Offer (IPO) or at Pre-IPO stage.

Term: The Fund is a closed ended scheme with term of 4 years from the Final Closing Date, extendable up to 2 year at the discretion of the Investment Manager.

Minimum Commitment per contributor:

☐ For Class A Units - Rs. 10 Crore and multiples of one lakh thereafter (For Sponsor)/Rs. 25,00,000 (Rupees Twenty Five lakh) and thereafter in multiples of Rs. 1 lakh (for Director/ Employees of the Fund and Investment Manager)

For Class B1 Units - Rs. 1 Crore and multiples of one lakh thereafter For Class B2 Units - Rs 5 crore and in multiples of one lakh thereafter

Management Fee & Expenses :

Establishment Expenses: The Establishment Expenses shall be on actuals not exceeding 2% of the aggregate Capital Commitment. Any Establishment Expenses in excess of the amounts referred to herein shall be borne by the Investment Manager.

One Time Fee: _____ (up to 2%) of the Capital Commitments of such Unitholder

Signature of First Contributor

Signature of Joint Contributor

Annual Fund Recurring Expenses: mean the fees and expenses incurred for operating the Fund

| EXPENSE HEAD | % of daily Net Assets |
|---|---|
| Management Fees to the Investment Manager | For Class A - Will be upto 0.50% p.a. |
| | For Class B1 - Will be 1.85% p.a. |
| | For Class B2 - Will be 1.50% p.a. |
| Administration Expenses | At Actuals not exceeding 0.25% p.a. of the applicable NAV |

Distribution: Distribution means the distribution of capital or income of the Fund to the Unitholders as specified in the respective Contribution Agreements and the Memorandum, after accounting for all the expenses and liabilities (contingent or otherwise).

Minimum Corpus: Rs. 20 Crore

Distribution Waterfall:

1) Distribution Waterfall for Class B1 Contributor:

In respect of each Class B1 Unitholder, the Distribution Proceeds so allocated to each Class B Unitholder pro rata to the number of Outstanding Units held by each of them, will then be further allocated between such Class B1 Unitholder and pro-rata amongst all Class X Unitholders according to the following, calculated in Indian Rupees:

- Return of Capital:** Distribution Proceeds will be allocated to such Class B1 Unitholder until the aggregate Distribution Proceeds previously distributed to such Class of Unitholder in relation to all prior dispositions and the amount allocated and/or distributed pursuant to this sub-paragraph (i) is equal to the aggregate amount paid up on/contributed towards the respective Class B1 Units; for units which are Lien marked, action for those units will be taken as per terms mentioned in Lien document. The Scheme shall allocate the redemption proceeds in proportion to the portion of the capital and any income thereon for the respective class/sub-class of units at the NAV as on the date of redemption. Such Distribution Proceeds will be without any exit load.
- Preferred Return:** Second, Distribution Proceeds will be allocated to such Class B1 Unitholder until the aggregate Distribution Proceeds allocated and/or distributed pursuant to this sub-paragraph (ii) provides a Preferred Hurdle Return on the amounts set out in sub-paragraph (i) above;
- 85/15 Split:** Finally, 85% of any remaining Distribution Proceeds will be allocated and/or distributed to the relevant Class B1 Unitholder and 15% will be allocated and/or distributed pro-rata to the Class X Unitholder.

2) Distribution Waterfall for Class B2 Contributor:

In respect of each Class B2 Unitholder, the Distribution Proceeds so allocated to each Class B2 Unitholder pro rata to the number of Outstanding Units held by each of them, will then be further allocated between such Class B2 Unitholder and pro-rata amongst all Class X Unitholders according to the following, calculated in Indian Rupees:

- Return of Capital:** Distribution Proceeds will be allocated to such Class B2 Unitholder until the aggregate Distribution Proceeds previously distributed to such Class of Unitholder in relation to all prior dispositions and the amount allocated and/or distributed pursuant to this sub-paragraph (i) is equal to the aggregate amount paid up on/contributed towards the respective Class B2 Units; for units which are Lien marked, action for those units will be taken as per terms mentioned in Lien document. The Scheme shall allocate the redemption proceeds in proportion to the portion of the capital and any income thereon for the respective class/sub-class of units at the NAV as on the date of redemption. Such Distribution Proceeds will be without any exit load.
- Preferred Return:** Second, Distribution Proceeds will be allocated to such Class B2 Unitholder until the aggregate Distribution Proceeds allocated and/or distributed pursuant to this sub-paragraph (ii) provides a Preferred Hurdle Return on the amounts set out in sub-paragraph (i) above;
- 90/10 Split:** Finally, 90% of any remaining Distribution Proceeds will be allocated and/or distributed to the relevant Class B2 Unitholder and 10% will be allocated and/or distributed pro-rata to the Class X Unitholder.

The distributions made to Class X Unitholders under sub-clause (iii) and (iv) above referred to as "Carried Interest". In addition to Carried Interest, Class X Unitholders will also receive Distribution Proceeds pro-rata to Units held by each Class X Unitholder.

The Scheme shall allocate the redemption proceeds in proportion to the portion of the capital and any income thereon for the respective class/sub-class of units at the NAV as on the date of redemption.

The Distribution Proceeds allocated to each Class A Unitholder and/or Class B Unitholder pursuant to the foregoing provisions will be distributed to such Unitholder as a distribution or reduction of the relevant class of Units as determined by the Investment Manager.

For the sake of clarity, the distribution waterfall as mentioned above is only for the purpose of laying down the priority and manner of distribution of Distribution Proceeds to the Unitholders and does not lay down the manner in which such Distribution Proceeds will be taxed or accounted in the hands of the Fund or Unitholders. Further, the distribution of Distribution Proceeds by the Fund may be in the form of distribution on Units or through redemption of Units or a combination thereof at the discretion of the Investment Manager. The above distribution will also be subject to the provisions referred to in the clause relating to Defaulting Contributors and in this Memorandum.

All taxes, duties and other charges/levies, if any, payable in connection with the income/gains from Portfolio Investments qua each Unitholder's respective holding of Units shall be paid by the Investment Manager or the Trustee in consultation with the Investment Manager and shall be taken into account while calculating 'Distribution Waterfall' as set out above. Any such taxes/ duties/ charges/ levies suffered as withholding tax or paid by the Investment Manager or the Trustee qua each Unitholder's respective holding of Units in the Fund shall be deemed to form part of 'Distribution Waterfall' as provided herein above to such Contributor as on date when such taxes/ duties/ charges/ levies are deducted or paid, as the case may be.

Amounts held by the Fund pending distribution (unless reinvested) or held as reserve(s) for the Fund's anticipated obligations may be invested in Temporary Investments. It is hereby clarified that any proceeds from the Portfolio Investments including proceeds from reinvestments and Temporary Investments shall form part of Distribution Proceeds (thereby being subject to the calculation of Carried Interest).

Subject to the provisions of the AIF Regulations, the Trustee may, in consultation with the Investment Manager and upon the consent of Super Majority of the Unitholders, at any time during the term of the Fund make in specie distributions of the assets of the Fund on such terms and conditions as the Investment Manager may deem appropriate and in the manner as laid down above. Distributions of unlisted securities will be made in the same manner and priority as if the Distributable Proceeds were equivalent to the fair market value that is at the market value of that distribution as computed by independent valuers' at the time of the distribution. Distributions of listed securities will be made in the same manner and priority as if the Net Distributable Proceeds were equivalent to the fair market value (which will be determined at the closing price of such securities on a recognized stock exchange on the date of distribution of such securities).

The Investment Manager will make best efforts to liquidate the Portfolio Investments upon termination of the Fund (as applicable). If the Investment Manager is unable to liquidate all of the investments and realize cash proceeds out of such disposition, the Investment Manager may distribute all un-liquidated investments in specie amongst the Contributors in the manner stated above and on such terms and conditions, as the Investment Manager may, in its sole discretion deem appropriate.

Preferred Hurdle Return

After distribution of an amount equal to the net Capital Contribution, a Contributor is entitled to receive from the balance of Distributable Surplus an amount equal to post tax internal rate of return of 10% per annum on their net Capital Contribution/s. It is clarified that this is an entitlement for distribution purposes only. This is not an entitlement to any absolute or guaranteed amount and is not applicable in case the Distributable Surplus amounts are insufficient to cover the same.

Redemption facility on specified dates:

After receipt of the entire Capital Commitment, at the discretion of Investment Manager, the Scheme may open for redemption of units on the specified transaction period which will be the last Business Day of every calendar quarter or the previous day, if that day is a non-Business Day, after a hard lock in period of 2 years from the date of final closing ('STP').

In case of multiple applications from investors for distribution, on STP, leading to aggregate distribution reducing the minimum corpus of the Fund below INR 20 crore, the Investment Manager has the right to reject all the said multiple applications.

Operating Expenses: For details on Operating Expenses, please refer to clause 3.2.6 of the agreement.

Sponsor's continuing interest: 5% of the corpus or ₹ 10 Crore whichever is lower, in the form of investment in the fund

Risk Factors:

Portfolio Investments in listed securities are subject to price fluctuation on daily basis. The volatility in the value of instruments is due to various micro and macro-economic factors such as economic and political developments and other market factors affecting the securities markets. This may have adverse impact on individual securities/sector and consequently on the NAV of Scheme.

Any investments made by the Fund in securities of listed companies will be subject to disclosure and other investor protection requirements under Indian law. Further, public markets in India are highly regulated and investments by the Fund in publicly traded companies may be affected by regulations relating to acquisition and sales of shares, including but not limited to laws, rules and regulations of the SEBI, RBI, FIPB and the Central Government of India. Market volatility may also affect the ability to return money from any investments made in securities of / issued by publicly traded companies.

Please read the Private Placement Memorandum (PPM) of the scheme carefully for details on risk factors before investment

Signature of First Contributor

Signature of Joint Contributor

PRIVATE PLACEMENT MEMORANDUM

OF

Motilal Oswal Equity Opportunities Fund Series-II

(A Close Ended Scheme of Motilal Oswal Alternative Investment Trust, a trust organised in India and registered with Securities and Exchange Board of India (SEBI) as Category III Alternative Investment Fund) vide registration number IN/AIF3/13-14/0044 dated April 10, 2013.

Investment Manager: Motilal Oswal Asset Management Company Limited

This Private Placement Memorandum ("Memorandum") is prepared and being furnished to a limited number of prospective investors on a confidential basis to consider an investment in Units ("Units") of Motilal Oswal Equity Opportunities Fund Series-II ("Fund"), a scheme of Motilal Oswal Alternative Investment Trust ("Trust"), a private umbrella trust organised under the Indian Trust Act, 1882 which is registered as a Category III - Alternative Investment Fund ("Category III - AIF or AIF") with Securities and Exchange Board of India ("SEBI") under SEBI (Alternative Investment Funds) Regulations, 2012, vide registration number IN/AIF3/13-14/0044 dated April 10, 2013, and may not be used for any other purpose. This Memorandum shall not be reproduced or provided to others without the prior written permission of the Investment Manager.

Potential investors should carefully review this Memorandum before subscribing to Units of the Fund. By accepting delivery of this Memorandum, each prospective investor agrees to the foregoing.

Name: _____

Copy No: _____

Memorandum Dated: March 04, 2020

(I hereby confirm and
acknowledge the receipt
of copy of the PPM)

Signature of Offeree

To,
Motilal Oswal Equity Opportunities Fund Series-II

The IL&FS Centre, Plot C-22, G Block,
Bandra Kurla Complex,
Bandra (East), Mumbai – 400 051

Dear Sir/ Madam,

Sub: Investment in Motilal Oswal Equity Opportunities Fund Series-II (Fund), a scheme of Motilal Oswal Alternative Investment Trust (Trust)

I/We _____ (Name of the contributor)
_____, on behalf of _____ (Name of company / L.L.P / Partnership Firm / Trust / HUF)

_____ (in case of Non Individual investor) do hereby confirm that I/ We have read and understood all the terms and conditions of the Contribution Agreement (“Agreement”) and Private Placement Memorandum (“PPM”). All the terms and conditions of the Agreement and the PPM have been explained to me/us at length including following points and have been understood by me/us. The following points are without prejudice to the terms of the Agreement and the PPM. A copy of the Agreement and the PPM were provided to me/us for our perusal.

Minimum Capital Commitment - The minimum Capital Commitment from each Contributor will be as mentioned below

| | |
|--|---|
| For Class A Units - Rs. 10 Crore and multiples of one lakh thereafter (For Sponsor)/ Rs. 25,00,000 (Rupees Twenty Five lakh) and thereafter in multiples of Rs. 1 lakh (for Directors/ Employees of the Fund and Investment Manager) | |
| For Class B1 Units - Rs. 1 Crore and multiples of one lakh thereafter | For Class B2 Units - Rs. 5 Crore and multiples of one lakh thereafter |

The Capital Commitment of the of the Contributors shall be drawn down on an “as needed” basis

Type of Investment - The Fund is a close ended fund with Term of 4 (Four) years from the Final Closing date, extendable up to 2 year at the discretion of the Investment Manager. There will be no public market for interests in the Fund, and these interests will not, subject to certain exceptions, be transferable. Hence the commitment to the Fund is a long term commitment.

Yours faithfully,

Contributor

Signature

Name: _____

Date: _____

Place: _____

Joint Contributor

Signature

Name: _____

Date: _____

Place: _____

FORM OF DECLARATION

Date:

To

Vistra (ITCL) India Limited

IL & FS Financial Centre,
plot No. C22, G block,
Bandra Kurla Complex, Bandra East,
Mumbai – 400 051

DECLARATION

In connection to your request, I/we, the undersigned confirm the following to you:

1. I/We shall include the income earned from time to time through the subscription of Beneficial Interest/units in the return of income filed for all the assessment years applicable.
2. My / Our Permanent Account Number is _____ and (insert name of PAN Number)
Copy of the PAN card is attached as proof.
3. The tax will be paid in such manner as may be decided by the Trustees in consultation with Investment Manager.

For

Name of the Beneficiary*: _____

*In case of a beneficiary is other than an individual, please provide full name of Beneficiary and name of authorized signatory

Signature

Contributor

Signature

Joint Contributor

DECLARATION FOR TAX RESIDENT OF INDIA

Date _____

To

Motilal Oswal Asset Management company Limited
 Motilal Oswal Tower,
 Opp. Parel ST Depot, Rahimtullah Sayani Road,
 Prabhadevi, Mumbai - 400025

Subject : Declaration for Tax resident of India

This is to inform that, [I _____ son of _____/ I _____ [as _____ (karta/director/) of _____] hereby declare that, I / _____ [HUF/Company] is holding Permanent Account Number _____ is filing my/its income tax returns in India as resident of India under the Income Tax Act, 1961 ('the Act') and shall continue to be resident of India for current financial year under the provisions of the Act. In case of happening of any event in any financial year, subsequent to the date of captioned declaration, I/ It become non-resident or likely to be become non-resident as per the provisions of the Act, I/it undertake to inform the same to the Motilal Oswal Asset Management Company Limited on an immediate basis.

I/We have enclosed herewith the following documents

- I) PAN Card
- II) Permanent Address Proof
- III) Certificate of Incorporation

Signature

Signature

Contributor

Joint Contributor

DECLARATION FOR NON RESIDENT OF INDIA

Date _____

To

Motilal Oswal Asset Management company Limited
 Motilal Oswal Tower, Rahimtullah Sayani Road,
 Opp. Parel ST Depot, Prabhadevi, Mumbai - 400025

Subject : Declaration for Tax resident _____

This is to inform that, [I _____ son of _____/ I _____ [as _____ (director) of _____] hereby declare that, I / _____ [Company] is a resident of _____ and shall continue to be resident of _____ for current financial year under the provisions of the Income Tax Act, 1961. In case of happening of any event in any financial year, subsequent to the date of captioned declaration, I/It become resident of India or likely to be become resident of India as per the provisions of the Income Tax Act, 1961, I/it undertake to inform the same to the Motilal Oswal Asset Management Company Limited on an immediate basis.

I/We have enclosed herewith the following documents:

- 1) PAN Card
- 2) Permanent Address Proof
- 3) Certificate of Incorporation
- 4) Tax Residence Certificate

Signature

Signature

Contributor

Joint Contributor

This Contribution Agreement (hereinafter referred to as this **"Agreement"**) is executed on the _____ day of _____, 202_____ at _____ **BY AND BETWEEN:**

1. **Vistra ITCL (India) Limited** a public limited company incorporated under the Companies Act, 1956 having its registered office at The IL&FS Financial Centre, Plot C- 22, G Block, Bandra Kurla Complex, Bandra (East), Mumbai 400051 (hereinafter referred to as **"Trustee"** which expression shall unless it be repugnant to the context or meaning thereof be deemed to include its successors and permitted assigns), in its capacity as the trustee to Motilal Oswal Alternative Investment Trust, of the FIRST PART;
2. **Motilal Oswal Asset Management Company Limited (MOAMC)**, a public limited company incorporated under the Companies Act, 1956 having its registered office at 10th Floor, Motilal Oswal Tower, Rahimtullah Sayani Road, Opp. Parel ST Depot, Prabhadevi, Mumbai - 400025, (hereinafter referred to as the **"Investment Manager or IM"** 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), of the SECOND PART; and
3. _____ as per details given in Application Form (hereinafter referred to as the **"Contributor"/"Joint Contributors"** which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include, when the Contributor is (a) an individual, his or her heirs, executors, administrators and permitted assigns, (b) a partnership firm, the partner or partners for the time being of the said partnership, the survivor or survivors of them and the heirs, executors and administrators of the last survivor, his/her/their permitted assigns, (c) a company, its successors and permitted assigns, (d) a corporate including its successors and permitted assigns and all members and their respective heirs, executors, administrators and permitted assigns), of the THIRD PART.

In this Agreement, unless the context otherwise requires, the Trustee, Investment Manager and the Contributor shall hereinafter be jointly referred to as the **"Parties"**, and severally as the **"Party"**.

WHEREAS:

1. By the Indenture, the Trustee has been appointed by the Settlor to act as a trustee to the Motilal Oswal Alternative Investment Trust (hereinafter referred to as **"Trust"**) in accordance with the terms and conditions set out in the Indenture.
2. The Trust is seeking to raise aggregate Capital Commitments (defined hereafter) of Rs. 500,00,00,000 (Rupees Five Hundred Crores) with a green shoe option up to Rs. 250,00,00,000 (Rupees Two Hundred and Fifty Crores), exercisable at the discretion of the Investment Manager (**"Target Size"**). The Trust has been registered with SEBI vide registration no. IN/AIF3/13-14/0044 dated April 10, 2013, as a Category III Alternative Investment Fund (**"Cat III - AIF"**) under the AIF Regulations. The Investment Manager will at all times be entitled to hold a Closing of the Fund at aggregate Capital Commitments lower than the Target Size, and in accordance with the regulatory framework. The Trust shall raise funds from domestic and offshore investors and shall invest in accordance with the Memorandum and the AIF Regulations.
3. The Motilal Oswal Equity Opportunities Fund Series – II (the **"Fund"**), has been formed with the primary objective of carrying on the activity of a Cat III – AIF, as permissible under the AIF Regulations, so as to achieve long term capital appreciation by primarily investing in equity & equity related instruments across market capitalization.
4. Under the Investment Management Agreement, the Trustee has appointed the Investment Manager and has delegated its powers, duties, rights and obligations in relation to the management and administration of the Trust to the Investment Manager.
5. The Investment Manager on behalf of the Trustee has issued the Memorandum and the Contributor having read and understood the same has unconditionally agreed to contribute to the Fund, on such terms and conditions as specified in the Memorandum, the Indenture, Application Form and this Agreement and make Capital Contributions to such Beneficial Interest of the Fund as mentioned in **Clause 2.1** of the Agreement.

1.2 In this Agreement, unless the context otherwise requires:

- a) any provision of this Agreement which is stated to be applicable to the “Contributors” to the Trust as a class of investors shall, unless the context otherwise requires, also be deemed to be applicable to the Contributor entering into this Agreement;
- b) without prejudice to the above, words in the singular shall include words in the plural and words in the plural shall include the singular;
- c) 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;
- d) a reference to a thing includes a part of that thing;
- e) reference to any one gender would include a reference to any other gender;
- f) references to clauses, parties and annexures herein are references to the clauses of, and parties to, annexures to this Agreement;
- g) 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); and
- h) words and expressions used herein and not defined herein shall have the same meanings respectively assigned to them under the Indenture or PPM wherever used in this Agreement.

2 Agreement and Terms of Contribution

2.1 Amount and Terms of Contribution

Subject to the terms and conditions of this Agreement, the Contributor hereby unconditionally and irrevocably agrees to make Capital Contribution to the Fund of Rs. _____ (Rupees _____ only)

2.2 Procedure for Capital Contributions

2.2.1 The Fund shall drawdown Capital Commitments upon the issuance of a notice (“Drawdown notice(s)”) to the Contributors. The Capital Commitments shall be drawn down by the Investment Manager on an 'as needed' basis by issuance of a Drawdown Notice to contributors of not less than 15 (fifteen) Business Days before the final date on which the Capital Contribution is due. Drawdown Notice will be issued to the Investors 7 calendar days in advance from the start date on which the Capital Contribution can be made. The minimum Capital commitment from Commitment from each Contributor in the Fund shall be as follows:

Class B1 Units – Rs. 1,00,00,000 (Rupees One Crore) and thereafter in multiples of Rs. 1 lakh;

Class B2 Units – Rs. 5,00,00,000 (Rupees Five Crore) and thereafter in multiples of Rs. 1 lakh.

2.2.2 The Drawdown notice may be sent by the Investment Manager in such manner as determined by the Investment Manager through registered post, facsimile or electronic mail at the address as may be specified by the Contributor in **Clause 13.4** of this Agreement and such Drawdown Notice shall be deemed to have been received by the Contributor within 7 (seven) days from the date of dispatch of the registered post, 24 hours from the electronic mail being sent or upon receiving the confirmation of transmission of the facsimile, whichever is earlier. The Contributor shall be required to make their Capital Contribution against each of the subsequent drawdowns within 15 (Fifteen) Business Days and or as per dates mentioned in Drawdown notice.

2.2.3 On making such Drawdown and the receipt of the Capital Contribution from the Contributor, the Investment Manager shall issue Units, as the case may be, at a face value of Rs. 10 per Class or at prevailing NAV on the date of as the case may be, to the Contributor (pro-rata to drawn down amount), as mentioned in the **Clause 2.1**, on terms and conditions as mentioned in this Agreement.

2.2.4 The Investment Manager shall invest the Capital Contributions in Investments in accordance with the Investment Objective approach and process as set out in the Memorandum. Amounts held by the Fund pending distribution (unless reinvested) or held as reserve(s) for the Fund's anticipated obligations may be invested in Temporary Investments. It is hereby clarified that any proceeds from the Portfolio Investments including proceeds from reinvestments and Temporary Investments shall form part of Investment Proceeds / Aggregate Distribution Proceeds (thereby being subject to the calculation of Carried Interest).

(b) In the case of notices to the Investment Manager:

Address : 10th Floor, Motilal Oswal Tower, Rahimtullah Sayani Road,
Opp. Parel ST Depot, Mumbai - 400025

Telephone : 022 3980-4238/ 71934130

E-mail : amccompliance@motilaloswal.com

Attn. : Head- Compliance, Legal and Secretarial

(c) In the case of notices to the Contributor:

Address :
Telephone :
E-mail :
Attn. :

13.4.2 Any notice or request to be given or made to the Parties shall be in writing and signed by the sender (if an individual) or authorized officer of the sender (if non-individual).

13.4.3 Such notice or request shall be deemed to have been given or made:

- a. In the case of email, the delivery is deemed to have been made in 24 (Twenty-Four) hours from the electronic mail being sent;
- b. If sent by post or registered AD, the delivery is deemed to have been made 7 (Seven) Calendar Days after the posting;
- c. If sent by the courier, the delivery is deemed to have been made 3 (three) days after the date of posting;
- d. If sent by fax, the delivery is deemed to have been made on the date and time shown in the transmission report.

13.4.4 Any Party may, from time to time, change its address or representative for receipt of notices provided for in this Agreement by giving to the other Parties not less than 10 (Ten) Business Days prior written notice in the same manner provided for in this Clause.

13.4.5 The Contributor shall be required to provide proof of change of its address, failing which the Investment Manager shall continue to send the notices to the original address of the Contributor. The notice sent to the previous address will be deemed to be notice issued in accordance with the terms of this Clause.

13.5 Overriding effect

This Agreement constitutes the entire agreement between 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.

13.6 Confidentiality

The Contributor shall maintain the confidentiality of any information regarding the Trust, the Trustee, the Investment Manager, the Portfolio Companies received by the Contributor pursuant to this Agreement, as a result of its status as a contributor to the Trust, unless (i) the Trustee and / or Investment Manager shall authorize disclosure in writing, or (ii) such disclosure is reasonably necessary in connection with the enforcement of rights by the Contributor under this Agreement or the Indenture. 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. Each Party agrees that it will (a) treat as confidential, non-public and proprietary all information received from other Party, whether received prior or subsequent to the execution of this Agreement; (b) exercise the utmost care to safeguard the confidentiality of such information under all circumstances; (c) not to use any information pertaining to the Fund or its Beneficiaries for any purpose other than to fulfill its obligations pursuant to this Agreement. No Contributor shall be entitled to obtain copies of (a) any information respecting any details of other Contributor of the Fund; (b) any information which may, in the opinion of the Trustee or Investment Manager, adversely affect the interests of other Contributor(s); (c) any matter which may relate to the conduct of the affairs of the Fund; (d) any information which may be prejudicial to the interest of the Fund, Trustee, Investment Manager or other Contributor; (e) any information with respect to

17 Severability

- 17.1 If any provision or part thereof of this Agreement is 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 the Agreement.

18 No third party rights

- 18.1 No provision of this Agreement is intended to, or shall, confer any third party beneficiary or other rights or remedies upon any Person other than the Parties hereto; nor impose any obligations on the part of the Parties to this Agreement towards any third parties.

19 Assignment

- 19.1 Notwithstanding anything else contained in this Agreement or the Fund Documents, the Investment Manager may, in their sole discretion, assign this Agreement or Transfer any rights hereunder to a third party which may include an Affiliate or group company of the Investment Manager. Upon such assignment or transfer, the assignee / transferee company shall have the same rights against the Contributor executing this Agreement as provided to the Investment Manager under this Agreement.

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 Motilal Oswal Equity Opportunities Fund – Series II through its

Trustee, Vistra ITCL (India) 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,
Motilal Asset Management Company Limited by the hand of its authorized
signatory

Mr. _____

Signature of IM

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

Signature of Contributor/
Joint Contributor

In the presence of:

contemplated by the Commercial Companies Law of Oman (Royal Decree 4/74) or the Capital Market Law of Oman (Royal Decree 80/98), nor does it constitute an offer to sell, or the solicitation of any offer to buy Non-Omani securities in the Sultanate of Oman as contemplated by Article 139 of the Executive Regulations to the Capital Market Law (issued by Decision No.1/2009). Additionally, this Memorandum is not intended to lead to the conclusion of any contract of whatsoever nature within the territory of the Sultanate of Oman.

Thailand

The Private Placement Memorandum has not been approved by the Securities and Exchange Commission of Thailand which takes no responsibility for its contents. No offer to the public to purchase the units will be made in Thailand and this Private Placement Memorandum is intended to be read by the addressee only and must not be passed to, issued to, or shown to the public generally.

Kenya

"This Memorandum is not subject to the requirements of regulation 6 (1) of the Capital Markets (Securities) (Public Offers, Listing and Disclosures) Regulations 2002 ("Public Offer Regulations") issued by the Capital Markets Authority in Kenya relating to the form and content of invitations and inducements to the public to engage in investment activity, by virtue of the fact that the Memorandum, relates to a transaction or potential transaction that falls within the definition of a private offer set out in regulation 21 (1) of the Public Offer Regulations and a non-public offer set out in section 30A of the Capital Markets Act (Cap 485A) of the laws of Kenya and the recipients of this Memorandum acknowledge and accept that it is exempt from any requirements of disclosure under the Companies Act, 2015 by virtue of Section 510(2) of the Companies Act and the fact that the Memorandum relates to a potential investment by the recipient and will not, directly or indirectly, be available to any

This Memorandum is not for circulation to the public in the Republic of Kenya. This document is only for limited private circulation in the Republic of Kenya and only to a limited number of companies/institutions whose ordinary business is the buying and selling of securities or to a limited number of high net worth individuals who have experience in dealing and investing in complex investments (being referred to in this paragraph as "relevant persons"). This document must not be acted on or relied on in the Republic of Kenya by persons who are not relevant persons."

Nigeria

This Memorandum has not been and is not intended to be registered with the Nigerian Securities and Exchange Commission or any other relevant regulatory body within Nigeria. Accordingly, the Units of the Fund may not be offered, sold or delivered, and neither this Memorandum nor any other offering material relating to the Units may be distributed or made available, to the public in Nigeria

Indonesia

The contents of this Memorandum have not been reviewed by any regulatory authority in the Indonesia. You are advised to exercise caution in relation to the offer. It is addressed solely to and is for the exclusive use of the person named below.

This Memorandum has not been and is not intended to be registered with the Financial Services Authority of Indonesia or any other relevant regulatory body within Indonesia. Accordingly, the Units of the Fund may not be offered, sold or delivered, and neither this Memorandum nor any other offering material relating to the Units may be distributed or made available, to the people in Indonesia.

Sri-Lanka

"This Private Placement Memorandum does not constitute an offer or invitation to subscribe for Units to any person who is not entitled to so subscribe in terms of the Foreign Exchange Act, No. 12 of 2017 and regulations published thereunder. The Fund which is not being operated from Sri Lanka will not seek a license to operate as a Unit Trust in terms of Section 31 of the Securities and Exchange Commission of Sri Lanka Act, No. 36 of 1987 (as amended) and the Fund has not sought a listing on any licensed stock exchange in Sri Lanka for the Units being offered hereunder."

I/We hereby confirm that My / Our Country of Residence is _____.

This Addendum Agreement shall be read together with the Principal Agreement and shall be deemed to be an integral part **thereof**.

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 Motilal Oswal Equity Opportunities Fund – Series II through its Trustee, **Vistra ITCL (India) Limited (formerly known as IL&FS Trust Company 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, **Motilal Asset Manangement Company Limited** by the hand of its authorized signatory
Mr. _____

Signature of IM

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

In the presence of:

Signature of Contributor/
Joint Contributor

Supplementary KYC Information & FATCA-CRS Declaration - *First Holder*

(Please consult your professional tax advisor for further guidance on your tax residency, FATCA / CRS Guidance)

| | |
|------|---|
| PAN* | Folio No. <i>*If PAN is not available</i> |
|------|---|

| | | | | | | | | | | | | | | | | | | | | | | | |
|------|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--------|---|---|---|
| Name | | | | | | | | | | | | | | | | | | | | Gender | M | F | O |
|------|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--------|---|---|---|

| Type of address given at KYC KRA | Residential | | Residential or Business | | Business | |
|----------------------------------|-------------|--|-------------------------|--|----------|--|
|----------------------------------|-------------|--|-------------------------|--|----------|--|

[illegible][illegible][illegible]

| | | | | | | | |
|------------------------------------|--------------|--|--------------|--|-------------------|--|--|
| Gross Annual Income Details in INR | Below 1 Lakh | | 5 - 10 Lacs | | 25 Lacs - 1 Crore | | Net Worth in INR. In Lakhs ₹. _____ |
| | 1 - 5 Lacs | | 10 - 25 Lacs | | > 1 Crore | | |
| Net Worth as on | | | | | | | <div> <div>D</div> <div>D</div> <div>M</div> <div>M</div> <div>Y</div> <div>Y</div> <div>Y</div> <div>Y</div> </div> |

(Date should not be older than one year)

| | | | | | | | | | | | |
|--------------------|----------------|--|--------------------|--|---------------|--|-----------|--|--------------|--|-------------------------|
| Occupation Details | Business | | Professional | | Public Sector | | Housewife | | Retired | | Others [Please specify] |
| | Private Sector | | Government Service | | Agriculturist | | Student | | Forex Dealer | | |

| | | | | | | |
|----------------------------------|-----|--|----------------|--|----------------|--|
| Politically Exposed Person [PEP] | Yes | | Related to PEP | | Not Applicable | |
|----------------------------------|-----|--|----------------|--|----------------|--|

Are you a tax resident of any country other than India? ☒ Yes ☐ No

If yes, please indicate all countries in which you are resident for tax purposes and the associated Tax ID Numbers below.

| Country [#] | Tax Identification Number [%] | Identification Type (TIN or Other, please specify) |
|----------------------|--|---|
| | | |
| | | |
| | | |
| | | |

[#]To also include USA, where the individual is a citizen / green card holder of The USA

[%]In case Tax Identification Number is not available, kindly provide its functional equivalent \$

Certification

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

Signature

| | |
|--|--|
| | |
|--|--|

| Date | d | d | m | m | y | y | y | y |
|------|---|---|---|---|---|---|---|---|
|------|---|---|---|---|---|---|---|---|

| | |
|-------|--|
| Place | |
|-------|--|

FATCA & CRS Terms & Conditions

Details under FATCA & CRS: 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 the Bank to seek additional personal, tax and beneficial owner information and certain certifications and documentation from all our account holders. In relevant cases, information will have to be 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.

Should there be any change in any information provided by you, please ensure you advise us promptly, i.e., within 30 days.

It is important that you respond to our request, even if you believe you have already supplied any previously requested information.

Supplementary KYC Information & FATCA-CRS Declaration - *Joint Holder*

(Please consult your professional tax advisor for further guidance on your tax residency, FATCA / CRS Guidance)

PAN*

Folio No. *If PAN is not available

Name Gender M F O

Type of address given at KYC KRA Residential Residential or Business Business

Place of Birth

Country of Birth

Nationality

Gross Annual Income Details in INR Below 1 Lakh 5 - 10 Lacs 25 Lacs - 1 Crore 1 - 5 Lacs 10 - 25 Lacs > 1 Crore

Net Worth in INR. In Lakhs
₹.
Net Worth as on D D M M Y Y Y Y

(Date should not be older than one year)

Occupation Details Business Professional Public Sector Housewife Retired Others [Please specify] Private Sector Government Service Agriculturist Student Forex Dealer

Politically Exposed Person [PEP] Yes Related to PEP Not Applicable

Are you a tax resident of any country other than India? Yes No

If yes, please indicate all countries in which you are resident for tax purposes and the associated Tax ID Numbers below.

| Country [#] | Tax Identification Number [%] | Identification Type (TIN or Other, please specify) |
|----------------------|--|---|
| <input type="text"/> | <input type="text"/> | <input type="text"/> |
| <input type="text"/> | <input type="text"/> | <input type="text"/> |
| <input type="text"/> | <input type="text"/> | <input type="text"/> |
| <input type="text"/> | <input type="text"/> | <input type="text"/> |

[#]To also include USA, where the individual is a citizen / green card holder of The USA

[%]In case Tax Identification Number is not available, kindly provide its functional equivalent \$

Certification

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

Signature

Date d d m m y y y y

Place

FATCA & CRS Terms & Conditions

Details under FATCA & CRS: 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 the Bank to seek additional personal, tax and beneficial owner information and certain certifications and documentation from all our account holders. In relevant cases, information will have to be 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. Should there be any change in any information provided by you, please ensure you advise us promptly, i.e., within 30 days. It is important that you respond to our request, even if you believe you have already supplied any previously requested information.

FORM NO. 10F

[See sub-rule (1) of rule 21AB]

**Information to be provided under sub-section (5) of section 90 or
sub-section (5) of section 90A of the Income-tax Act, 1961**

I..... *son/daughter of Shri..... in the capacity of (designation) do provide the following information, relevant to the previous year..... *in my case/in the case of..... for the purposes of sub-section (5) of *section 90/section 90A:—

| <i>Sl.No.</i> | <i>Nature of information</i> | <i>:</i> | <i>Details#</i> |
|---------------|--|----------|-----------------|
| (i) | Status (individual, company, firm etc.) of the assessee | : | |
| (ii) | Permanent Account Number (PAN) of the assessee if allotted | : | |
| (iii) | Nationality (in the case of an individual) or Country or specified territory of incorporation or registration (in the case of others) | : | |
| (iv) | Assessee's tax identification number in the country or specified territory 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 assessee claims to be a resident | : | |
| (v) | Period for which the residential status as mentioned in the certificate referred to in sub-section (4) of section 90 or sub-section (4) of section 90A is applicable | : | |
| (vi) | Address of the assessee in the country or territory outside India during the period for which the certificate, mentioned in (v) above, is applicable | : | |

2. I have obtained a certificate referred to in sub-section (4) of section 90 or sub-section (4) of section 90A from the Government of (name of country or specified territory outside India)

Signature:

Name:

Address:

Permanent Account Number: "

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.....

.....

Signature of the person providing the information

Place:

Notes :

1. *Delete whichever is not applicable.
2. #Write N.A. if the relevant information forms part of the certificate referred to in sub-section (4) of section 90 or sub-section (4) of section 90A.

To,
The Contributor
Motilal Oswal Equity Opportunities Fund Series II

Sub: Confirmation over documentation pertaining to investment in Motilal Oswal Equity Opportunities Fund Series - II

We, Motilal Oswal Asset Management Company Limited, Investment Manager of the Motilal Oswal Equity Opportunities Fund Series II (Fund) would like to thank you for your investment in the Fund.

Please note that due to exceptional circumstances of COVID19 pandemic and lock-down your investment into the Fund has been accepted with minimum/partial documentation and to comply with the applicable regulations we would require original copy of the contribution agreement duly filled & signed within 10 working days post lockdown along with all required documents and additional documents if any. Also hard copy of PPM will be delivered to your registered address in a folio post lockdown.

Request you to note that your investment would be subject to complete documentation and compliance within prescribed time as may be specified.

Yours faithfully,

For and on behalf
Motilal Oswal Equity Opportunities Fund Series II
Motilal Oswal Asset Management Company Limited- Investment Manager)

I/we hereby confirm the above

Contributor

Joint Contributor