MOTILAL OSWAL EQUITY OPPORTUNITIES FUND SERIES - []

(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





Motilal Oswal Asset Management Company Limited Client Risk Profiler and Details (Sole / First Applicant)



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Motilal Oswal Asset Management Company Limited Client Risk Profiler and Details (Joint Applicant)



Client Risk Profiler and Details (Joint Applicant)	ASSET MANAGEMENT STIFTIGHT
Educational Qualification : Under Graduate Graduate Post Graduate Professional Professional	ase Specify
Occupation (Please tick (√) any one) : ☐ Private Sector Service ☐ Public Sector ☐ Government Service ☐ Business ☐ Professional ☐ Agriculturist ☐ Retired ☐ Forex Dealer ☐ Others (Please specify)	ed Housewife Student
	>1 Crore or Net worth
Are You A Tax Assessee?	
Indicative % of Total Investment Portfolio Proposed to be Invested with the Portfolio Manager Overall Investment Goals	ars In Other Investmest Related Fields
Investment Horizon Long Term (V. C. Sevings Invested In Favity Investments 20, 1001 Feb. 20, 1001 F	
% 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 Tel. (O) Tel. (O)	
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 UCC	
Details of the corporate/partnership firm/trust, etc where client is affiliated	
Name	
Relationship UCC 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	
Please give details of any action taken by SEB//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 again	nst me/us by any authority.
nitial Investment Amount in De	
nitial Investment Amount in Rs against aggregate commitment amount Rs	
Mode of Investment ☐ Cheque ☐ Bank Transfer	
declare that the information is to the best of my knowledge and belief, accurate and complete. I agree to notify Motilal Oswal Asset managen	nent Company Limited immediately in the
vent the information in the self-certification changes.	zzpy _mmos mimosiatory m tho
Name & Sign of Second Holder /	
Authorized Signatory	

APPLICATION FORM



Application No:. MOEOS2

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. Ms. F R S T N A M E M D D L Date of Birth/Incorporation D E	E NAME LAST NAME
Sate of Britishicorporation	
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 Compa	
☐ 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 Others Specify	Professional ☐ Retired ☐ Business ☐ Agriculture ☐ Student ☐ Forex Dealer
c. Gross Annual Income (') [Please tick (
	M Y Y Y Y (Not older than 1 year)
d. Politically Exposed Person (PEP) Status (Also applicable for authorised signatories/ Promote	ers/ Karta/ Trustee/ Whole time Directors)
e. Non-Individual Investors involved/ providing any of the mentioned services Foreign Exchange/ Money Changer Services Gaming/ Gambling/ Lottery/ Casino	o Services Money Lending/ Pawning None of the above
ADDRESS OF FIRST/ SOLE APPLICANT [As registered with KYC]	L A N D M A R K
City State	Country Pin Code
OVERSEAS ADDRESS (in case the First Applicant is NRI/PIO) [P.O. Box Address is not sufficient] {Refer Ins	tructions}
City State	Country Zip Code
CONTACT DETAILS OF FIRST/ SOLE APPLICANT (Please ensure that you fill in the contact details for	or 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 I N B L	OCK LETTERS Mandatory
I/We wish to receive the following documents via physical in lieu of e-mail document(s) [Please√]] ☐ I	Account Statement Newsletter Annual Report All Statutory Returns / Information
MODE OF HOLDING (Please ✓) ☐ Single ☐ Jointly ☐ Either/ Anyone or Survivor (Default C	Option : Anyone or Survivor)
NAME OF THE SECOND APPLICANT Mr. Ms	
Date of Birth DDMMYYYY PAN KIN NO.	
RELATION WITH FIRST APPLICANT ☐ Spouse ☐ Father/Mother ☐ Son/Daughter ☐ Of	thers <u>Specify</u>
a. Occupation Details [Please tick (<) Pvt. Sector Service Public Sector Gov. Service Housewife Defence Others Specify	Nationality ☐ Indian ☐ US ☐ Others (<u>Please Specify</u>) Professional ☐ Retired ☐ Business ☐ Agriculture ☐ Student ☐ Forex Dealer
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/ Promoter I am PEP I am Related to PEP Not Applicable	rs/ Karta/ Trustee/ Whole time Directors)

APPLICATION FORM



2. COMMITMENT / PAYMENT DET	TAILS (Mandatory)									
Commitment (In figures)					1					
Amount (In figures)		n words)								
Amount	Mode of Payment (Please ✓) ☐ Cheque ☐ RTGS ☐ NEFT Accoun	nt Type (Pleas	e√) Savings Cur	OthersSpec	cify					
Cheque/ RTGS/ NEFT No.			Dated D D	M M Y Y	YY					
Payment from Bank A/c. No.	Drawn on Bonk									
ranch & City										
3. BANK ACCOUNT DETAILS (Mandatory) (Mandate for payout of distribution proceeds)										
Bank Name (Do not abbreviate)										
Account No.	Branch / City									
Branch Address										
Pin Code Account Type	(Please ✓) Savings Current Others Specify MICR Code		IFSC/ NEFT Code							
	bank details provided above . The Fund shall not be held responsible for delays or fotilal Oswal Equity Opportunities Fund Series-II"	errors in pro	cessing your request if th	e information provided is	incomplete or					
· ·	e tick appropriately) (Individuals are advised to avail of Nomination Facility, whether invest	ting singly or j	ointly.)							
settlements made to such Nominee an In case of units held in demat mode, th	☐ 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	Address		Guardian Name (in case Nominee	Signature (Guardian in case	Allocation*					
(Date of Birth if Nominee is minor)	(Guardian in case Nominee is a minor)		is a minor)	Nominee is a minor)	%					
Nominee 1										
Nominee 2										
Nominee 3										
Signature										
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)										
	→)-Laws	ist of Autho	rised Signatories with	Specimen Signature(s)					
☐ POA ☐ PAN ☐ KRA ☐ Cancelled	d Cheque CKYC Forms									

APPLICATION FORM



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
	Signature of 1st Applicant / POA Holder /Guardian		
		POA Details - POA Name	
		POA PAN	
		Enclosed (please ✓) ☐ PAN ☐ KYC	(Attach copy of PAN & KYC)
10	Signature of 2nd Applicant /POA Holder		
SIGNATURES	Signature of 2nd Applicant / FOA Holder	APPLICANT SIGNATURE	POA HOLDER SIGNATURE
SIGNA		POA Details - POA Name	
٠.		POA PAN	
		Enclosed (please ✓) ☐ PAN ☐ KYC	(Attach copy of PAN & KYC)

Application No. MOEOS2	ACKNOWLEDGMENT SLIP (To be filled in by the Applicant)		quity Opportunities Fund Series-II Close Ended Category-IIIAIF)
Received from			
Cheque/RTGS/ NEFT No.	Dated:	D D M M Y Y Y	
Drawn on Bank & Branch			
Amount Rs.			Signature, Stamp & Date

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 Inves	tment Manager	Name of Trustee company		
	Motilal Oswal Equity Opportunities Fund Series-II	Motilal Oswal Asse	et Management Company Limited	Vistra ITCL (India) Limited		
	Name of the Sponsor		Name	of the Registrar		
ľ	Motilal Oswal Financial Services Ltd. (MO	FSL)	K Fintech Te	echnologies 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
Ш	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:

- i) 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.
- ii) 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;
- iii) **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:

- 1) 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.
- ii) 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;
- iii) 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).

KEY TERMS OF OFFER



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. 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:	
	(I
Copy No:	of
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 Motifal Oswal Equity Opportunities Fund Series-II (Fund) a scheme of Motifal Oswal Alternative

Investment Trust (Trust)		(
I/We(Name of the	e contributor)			
, on behalf	of(Name	e of company	/ L.L.P / Partne	rship Firm / Trust / HUF)	
We have read and understood all the terms of Placement Memorandum ("PPM"). All the terme/us at length including following points and to the terms of the Agreement and the PPM. A commitment - The minimum	ms and con have been u copy of the A	ons of the Co ditions of the Inderstood by greement and	ntribution Agro Agreement an me/us. The fol the PPM were	d the PPM have been explaid lowing points are without property of the provided to me/us for our pe	Private ined to ejudice rusal.
For Class A Units - Rs. 10 Crore and multiples of one lakh	thereafter (For	Sponsor)/ Rs. 25,0			
Rs. 1 lakh (for Directors/ Employees of the Fund and Inverse For Class B1 Units - Rs. 1 Crore and multiples of one lakh) Units - Rs 5 Crore	and multiples of one lakh thereafter	
Type of Investment - The Fund is a close ended to 2 year at the discretion of the Investment Mainterests will not, subject to certain exception commitment. Yours faithfully,	nager. Ther	e will be no p	ublic market f	or interests in the Fund, and	d these
Contributor			Joint Conti	ibutor	
Signature					
Name:			Name:	Signature	
Date:			Date:		
Place:			Place:		



FORM OF DECLARATION

D ate	e:						
То							
IL & plot Ban	ra (ITCL) India Limited FS Financial Centre, No. C22, G block, dra Kurla Complex, Bandra East, mbai – 400 051						
DEC	CLARATION						
In co	onnection 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 Copy of the PAN card is attached as proof.	and (<u>insert name of PAN Number</u>)					
3.	The tax will be paid in such manner as may be decided by Manager.	by the Trustees in conultation with Investment					
For							
Nan	ne of the Beneficiary*:						
	case of a beneficiary is other than an individual, please phorized signatory	provide full name of Beneficiary and name of					
	Signature	Signature					
	Contributor	Joint Contributor					

15



DECLARATION FOR TAX RESIDENT OF INDIA

Date				
Motilal Oswal To	pot, Rahimtullah Sayani			
Subject : Declara	tion for Tax resident of	India		
income tax retur resident of India financial year, su non-resident as	ns in India as resident o for current financial yea bsequent to the date of	f India under the Income Tax A ar under the provisions of the A f captioned declaration, I/ It be the Act, I/it undertake to info	ct, 1961 Ict. In ca ecome r	hereby declare that, is filing my/it: ('the Act') and shall continue to be see of happening of any event in any non-resident or likely to be become same to the Motilal Oswal Asse
I/We have enclos	sed herewith the follow	ing documents		
•	t Address Proof of Incorporation	Signature		Signature
		Contributor		Joint Contributor
	DECLARA	ATION FOR NON RESIDEN	T OF I	NDIA
Motilal Oswal To	set Management comp wer, Rahimtullah Sayan pot, Prabhadevi, Mumb	i Road,		
Subject : Declara	ntion for Tax resident			
financial year un year, subsequen resident of India	der the provisions of that to the date of captical as per the provisions	e Income Tax Act, 1961. In case oned declaration, I/It become	e of hap resider I/it und	hereby declare resident of for current pening of any event in any financiant of India or likely to be become dertake to inform the same to the
I/We have enclos	sed herewith the follow	ing documents:		
1) PAN Card 2) Permanent Ad 3) Certificate of I 4) Tax Residence	ncorporation	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 hereinafted be jointly referred to as the "Parties", and severally as the "Party".
WHE	REAS:

- 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 reenacted 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
Z.1	Allioulit allu	161111201	Continuatio

Subject to the terms and conditions of this Agreement,	, the Contributor hereby ui	nconditionally and irrevocably a	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



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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

In the presence of:

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 vear 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	Signature of Trustee
pursuant to the Resolution passed by its board of directors, on, 202[]	
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	Signature of Contributer/
	Signature of Contributor/

Joint Contributor



Supplementary KYC Information & FATCA-CRS Declaration - First Holder

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PAN*		Folio No. *If PAI	N is not available										
Name										G	ende	r M	FO
Type of address given at K	YC KRA	Residential		Reside	ntial or B	usiness			Ви	usines	ss		
Place of Birth													
Country of Birth													
Nationality													
Gross Annual Income Details in INR		5 - 10 Lacs 10 - 25 Lacs		.acs - 1 (┨	et Wor et Worth a	_	D D) M	M	- Y Y	Y Y
Occupation Details Business Private So		rofessional rnment Service	Public Sector Agriculturist		Housewife Student	e	Retiro			Oth	ers [P	lease s	specify]
Politically Exposed Person	[PEP]	Yes	Relate	d to PE	Р		Not A	pplica	able				
Are you a tax resident of a	ny country oth	ner than India?	Yes	N	0								
If yes, please indicate all countries in which you are resident for tax purposes and the associated Tax ID Numbers below.													
If yes, please indicat	e a ll countries i	n which you are re		_		he ass	ociated	Tax II	D Nui	mber	s bel	ow.	
If yes, please indicat	e all countries i			purpose	es and t	he ass		Tax II dent I or Ot	ifica	tion	Тур	е	
	e all countries i		sident for tax	purpose	es and t	he ass		dent	ifica	tion	Тур	е	
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Country*	he individual is	Tax Iden	sident for tax tification N ard holder of	purpose umber	es and t	he ass		dent	ifica	tion	Тур	е	
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Country# *To also include USA, where to	he individual is mber is not ava Certification requirement hereby confirect, and completed to the complete confirect, and completed to the complete confirect, and completed to the complete confirect, and complete confirence con	a citizen / green cailable, kindly providents of this Form (rearm that the informatie. I/We also confirm	ard holder of de its function provided be that I / We have	purpose umber The US. al equiv	es and t	he ass	Si	dent I or Oi	ifica	tion	Тур	е	
"To also include USA, where to "In case Tax Identification Nu" I/We have understood the information of the	he individual is mber is not ava Certification requirement hereby confirect, and completed to the complete confirect, and completed to the complete confirect, and completed to the complete confirect, and complete confirence con	a citizen / green cailable, kindly provident format the informat e. I/ We also confirms and Conditions be	ard holder of de its function provided be that I / We have	purpose umber The US, all equives all eq	A valent \$	he ass	Si	dent l or Ot	ifica	tion	Тур	е	

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 fu	urther 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						
Income Details	Net Worth in INR. In Lakhs ₹. Net Worth as on DDMMYYYYYY (Date should not be older than one year)					
Occupation Business Professional Public Sector Details Private Sector Government Service Agriculturist	Housewife Retired Others [Please specify] 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 pu	urposes and the associated Tax ID Numbers below.					
Country# Tax Identification Nur	mber [%] Identification Type (TIN or Other, please specify)					
*To also include USA, where the individual is a citizen / green card holder of Th *In case Tax Identification Number is not available, kindly provide its functional						
Certification	Signature					
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. Date						
	<u> </u>					
FATCA & CRS Terms & Co	nditions					

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



Aadhaar linking form for Individual

Please fill in your details below:					
Investors POA Guardian					
First Holder Name					
PAN/PEKRN/CKIN Aadhaar No.					
Second Holder Name					
PAN/PEKRN/CKIN Aadhaar No.					
Third Holder Name					
PAN/PEKRN/CKIN Aadhaar No.					
POA Name					
PAN/PEKRN/CKIN Aadhaar No.					
Guardian Name					
PAN/PEKRN/CKIN Aadhaar No.					
Consent					
I / We hereby provide my / our consent in accordance with Aadhaar Act, 2016 and regulations made there under, for (i) collecting, storing and usage (ii) validating / authenticating and (ii) updating my/our Aadhaar number(s) in accordance with / our consent for sharing / disclose of the Aadhaar number(s) including demographic with the Aadhaar Act, 2016 (and regulations made there under) and PMLA. I / We hereby provide information to Motilal Oswal Asset Management Company Limited. and their Registrar and Transfer Agent (RTA) for the purpose of updating the same in my / our folios with my / our PAN. Place Place					
Signature:					
First Holder /POA/Gaurdian Second Holder Third Holder					
Please submit the form duly filled, signed, for all the holders and submit at your nearest Karvy Computershare Pvt. Ltd. or at any of AMC branch					
MOTILAL OSWAL ASSIST MANAGEMENT SIT TIGHT ACKNOWLEDGEMENT					
PAN					
From Mr/Mrs/Ms: Acknowledgment by Karvy Branch Official / AMC Branch Official					
Received subject to verification with UIDAI and seeding the Aadhaar for your Mutual Fund Investments.					

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