**CONTRIBUTION AGREEMENT**

**FOR**

**ASHA VENTURES FUND I**

Amongst

**MITCON Credentia Trusteeship Services Limited**

(“**Trustee**”)

And

**Asha Investment Advisors LLP**

(“**Investment Manager**”)

And

**Person named under Annexure A**

(“**Contributor**”)

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**CONTRIBUTION AGREEMENT**

**FOR**

**ASHA VENTURES FUND I**

**THIS CONTRIBUTION AGREEMENT** (hereinafter referred to as this “**Agreement**”) is executed at New Delhi on this [\_\_\_\_] day of [\_\_\_\_], 2022:

**BY AND AMONGST:**

1. **«=investor\_name»**,a company incorporated under the Companies Act, 2013, and having its registered office at Kubera Chambers, First Floor, Shivajinagar, Pune – 411 005, Maharashtra, India (hereinafter referred to as the “**Trustee**”which expression shall, unless repugnant to or inconsistent with the context or meaning thereof, be deemed to mean and include its successors and permitted assigns) acting in its capacity as the trustee of “**Asha Ventures Trust**”(hereinafter referred to as the “**Trust**”) of the FIRST PART;

AND

1. **Asha Investment Advisors LLP**, a limited liability partnership incorporated under the Limited Liability Partnership Act, 2008, and having its registered office at 39, Nehru Place, Kushal House, New Delhi – 110 019, India (hereinafter referred to as the “**Investment Manager**”, which expression shall, unless repugnant to or inconsistent with the context or meaning thereof, be deemed to mean and include its successors and assigns) of the SECOND PART;

AND

1. **Person named under Annexure A** (hereinafter referred to as the “**Contributor**” which expression shall, unless repugnant to or inconsistent with the context or meaning thereof, be deemed to mean and include their permitted assigns) of the OTHER PART.

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

**WHEREAS:**

1. Under the Indenture (as defined herein below), the Trustee has been appointed by the Settlor (as defined herein below) to act as a trustee to the Trust. The Trust is organized as a contributory determinate trust, settled in India by the Settlor (with Initial Settlement being irrevocable) under the provisions of the Indian Trusts Act, 1882, pursuant to the Indenture and which is registered as a Category II AIF (as defined herein below) under the Regulations (as defined herein below).
2. The Settlor has set up the Trust (as defined herein below) which shall launch Schemes in accordance with the Indenture and the Memorandum (as defined herein below). The Schemes shall invest in accordance with the Indenture, Memorandum and as per Applicable Laws (as defined herein below) in Portfolio Entities (as defined herein below).
3. Under the Investment Management Agreement (as defined herein below), the Trustee has appointed the Investment Manager for the primary purpose of advising, managing and administering the Contribution Fund (as defined herein below) and to invest the Investable Funds (as defined herein below) by providing professional services to the Trust and its Scheme/s. The Capital Contribution (as defined herein below) drawn down by the Investment Manager under this Agreement shall be invested by the Fund in terms of the Trust Documents (as defined herein below) and the Contributor having read and understood the same.
4. The Contributor acknowledges the receipt of the Memorandum and having read and understood the terms and conditions contained in the Memorandum, hereby unconditionally agrees to contribute to the Fund on the terms and conditions as contained in the Memorandum, the Indenture and this Agreement.
5. The Parties are executing this Agreement to record the terms and conditions based on which the Contributor shall make Capital Contributions (as defined herein below) to the Fund and subscribe to such Class of Units of the Fund as stated in **Annexure A** hereto and other matters, incidental and ancillary thereto, which they agree will be interpreted, acted upon and governed in accordance with the terms and conditions of the Trust Documents.

**NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:**

# Definitions

* 1. In this Agreement, the following terms shall have the meanings as hereinafter set forth:
     1. “**Additional Commitment**” shall have the meaning assigned to such term under **Clause 2.31** of this Agreement.
     2. “**Additional Return or Residual Distribution**” has the meaning assigned to such term under **Clause 10.8** of this Agreement.
     3. “**Advisory Board**” means the board which may be appointed by the Investment Manager in accordance with the terms and conditions as laid out in the Trust Documents.
     4. “**Alternative Investment Fund**”or“**AIF**” means an alternative investment fund registered under the Regulations under an appropriate category.
     5. “**Agreement**” means this contribution agreement executed amongst the Contributor, the Trustee and the Investment Manager primarily to regulate acceptance, management, administration and disbursal of Capital Contributions and the distribution of income, gains and proceeds thereon and other terms described therein and as amended, modified, supplemented or reinstated from time to time, together with all annexures, schedules and exhibits, if any and the term “**Agreements**” means this Agreement and all other contribution agreements entered into with other Contributors.
     6. “**Applicable Law/s**”means any applicable statute, law, ordinance, regulation, rule, order, bye-law, administrative interpretation, writ, injunction, directive, judgment or decree or other instrument including the Regulations which has a force of law, as is in force from time to time.
     7. “**Associate**” has the meaning as given to the term in the Regulations.
     8. “**Beneficial Interest**” means the interest held by each of the Contributors in the Fund as determined in accordance with the Indenture and Annexure A thereto.
     9. “**Business Day**” means any day, which is not a Saturday, Sunday, or a day on which the banks or stock exchanges in India are authorized or required by Applicable Laws to remain closed or such other events as the Investment Manager may specify from time to time.
     10. “**Capital Commitment**” means the amount agreed by the Contributor in writing, to be contributed to the Fund, in accordance with the provisions of this Agreement.
     11. “**Capital Contribution**” means that portion of Capital Commitment contributed by the Contributor to the Fund, pursuant to issuance of the Drawdown Notice/s in accordance with the provisions of this Agreement and the Memorandum.
     12. “**Catch-up Contribution**” shall have the meaning as ascribed to such term under **Clause 3.1.1** of this Agreement.
     13. “**Category II AIF**” means a Category II Alternative Investment Fund registered with SEBI under the Regulations.
     14. “**Cause**” shall have the meaning ascribed to such term under **Clause 12.5**.
     15. “**Class**” with respect to the Units of the Fund means a class/Subclass/series or category of Units of the Fund, as distinct from another class/Subclass/series or category of Units of the Fund and is distinct from the rights, interests and liabilities of Units of the other class/Subclass/series or category of Units vis-à-vis the respective Schemes of the Trust.
     16. “**Class A Units**”means the Units of the Fund, being offered through the Memorandum, to be issued to Contributors making Capital Commitment to the Fund (either individually or together with their affiliates) in accordance with the terms of their respective Agreements (including Units of Subclass/es, such as Class A1 Units and Class A2 Units and so on), which represent Beneficial Interest of the respective Contributor in the Fund, the face value of which shall be Rs. 1000 (Indian Rupees One Thousand).
     17. “**Class A1 Units**” means the Units of the Fund, being offered through the Memorandum, to be issued to Contributors (either individually or together with their affiliates) making Capital Commitment to the Fund on an as needed basis, in accordance with the terms of their respective Agreements, which represents Beneficial Interest of the respective Contributor in the Fund, the face value of which shall be INR 1,000 (Indian Rupees One Thousand).
     18. “**Class A1 Distribution Proceeds**” shall have the meaning ascribed to such term under **Clause 10.8**.
     19. “**Class A2 Units**” means the Units of the Fund, being offered through the Memorandum, to be issued to Contributors (either individually or together with their affiliates) making Capital Commitment to the Fund and contributing up to 10% (ten percent) of their Capital Commitment upfront, in accordance with the terms of their respective Agreements, which represents Beneficial Interest of the respective Contributor in the Fund, the face value of which shall be INR 1,000 (Indian Rupees One Thousand).
     20. “**Class A2 Distribution Proceeds**” shall have the meaning ascribed to such term under **Clause 10.8**.
     21. “**Class B Units**” means the Units of the Fund, being offered through the Memorandum, to be issued to offshore Contributors (either individually or together with their affiliates) making Capital Commitment directly to the Fund, in accordance with the terms of their respective Agreements, which represents Beneficial Interest of the respective Contributor in the Fund, the face value of which shall be INR 1,000 (Indian Rupees One Thousand).
     22. “**Class B Distribution Proceeds**” shall have the meaning ascribed to such term under **Clause 10.8**.
     23. “**Class C Units**”means the Units of the Fund, being issued to the Sponsor, and/or its group entities/affiliates or partners and/or advisors/strategic partners as decided by the Investment Manager, making Capital Commitment to the Fund in accordance with the terms of its respective Agreements, which represents Beneficial Interest of such Contributor/s in the Fund, the face value of each shall be INR 1,000 (Indian Rupees One Thousand).
     24. “**Class C Distribution Proceeds**” shall have the meaning ascribed to such term under **Clause 10.8**.
     25. “**Class G Units**” means the Units of the Fund, being offered through the Memorandum, to be issued to the feeder fund making Capital Commitment to the Fund, in accordance with the terms of their respective Agreements (including Units of Subclass/es, such as Class G1 Units and Class G2 Units and so on), which represents Beneficial Interest of the respective Contributor in the Fund, the face value of which shall be INR 1,000 (Indian Rupees One Thousand).
     26. “**Class G1 Units**” means the Units of the Fund, being issued to the feeder fund with respect to the Capital Commitment received from the offshore Contributors making Capital Commitment in accordance with the terms of their respective Agreements, which represents Beneficial Interest of such Contributor/s in the Fund, the face value of each shall be INR 1,000 (Indian Rupees One Thousand).
     27. “**Class G1 Distribution Proceeds**” shall have the meaning ascribed to such term under **Clause 10.8**.
     28. “**Class G2 Units**” means the Units of the Fund, being issued to the feeder fund with respect to Capital Commitment received from its sponsor making Capital Commitment in the Fund, in accordance with the terms of its respective Agreements, which represents Beneficial Interest of such Contributor/s in the Fund, the face value of each shall be INR 1,000 (Indian Rupees One Thousand).
     29. “**Class G2 Distribution Proceeds**”shall have the meaning ascribed to such term under **Clause 10.8**.

* + 1. “**Closing**” shall mean obtaining of Capital Commitments from the Contributors identified by the Investment Manager in accordance with the Trust Documents. Reference to Closing shall mean reference to First Closing, any Subsequent Closing(s) and the Final Closing (as the context may require).
    2. “**Co-Investor**” shall have the meaning as ascribed to such term under **Clause 2.6** of this Agreement.
    3. “**Co-Investment**” shall have the meaning as ascribed to such term under **Clause 2.6** of this Agreement.
    4. “**Commitment Period**” means the period within which the Contributors are required to make Capital Contributions, in accordance with their respective Agreements and will include extensions thereto, if any.
    5. “**Compensatory Contribution**” shall have the meaning as ascribed to such term under **Clause 3.1.1** of this Agreement.
    6. “**Conflicted Transaction**” shall have the meaning as ascribed to such term under **Clause 18** of this Agreement.
    7. “**Contributor**” or “**Investor**” means the Eligible Persons, each of whom have made or agreed to make a Capital Commitment to the Fund in accordance with the respective Agreement/s and the Memorandum and shall include without limitation any Eligible Persons becoming transferees of Units in accordance with the provisions of the Trust Documents.
    8. “**Contribution Fund**” means the aggregate of Capital Contributions including any additions/reductions thereto and undistributed income accumulated in respect thereof but does not include the Initial Settlement and accretions thereto.
    9. “**Corpus**”means the aggregate amount of Capital Commitments made by the Contributors to the Fund by way of the respective Agreements as on a particular date.
    10. “**Cure Period**” shall have the meaning as ascribed to such term under **Clause 12.5** of this Agreement.
    11. “**Deceased Investor**” shall have the meaning as ascribed to such term under **Clause 9.12** of this Agreement.
    12. “**Default Amount**” shall have the meaning as ascribed to such term under **Clause 9.3** of this Agreement.
    13. “**Defaulting Contributor**”shall have the meaning as ascribed to such term under **Clause 9.2** of this Agreement.
    14. “**Distribution Proceeds**”shall have the meaning as ascribed to such term under **Clause 10.3** of this Agreement.
    15. “Drawdown” means the Capital Contribution made by a Contributor to the Fund (and realized by the Fund) against its respective Capital Commitment pursuant to the issuance of a Drawdown Notice.
    16. “**Drawdown** **Notice**” means notice under this Agreement (**Exhibit A**),issued by the Investment Manager to the Contributors of the Fund, calling for the making of Capital Contribution from the amount of Capital Commitment not drawn down.
    17. “**Eligible Person**” means a Person who: (i) complies with the know-your-customer (KYC) norms stipulated by the Investment Manager and SEBI, and (ii) is willing to execute necessary documentation as stipulated by the Investment Manager.
    18. “**Excused Contributor**” shall have the meaning ascribed to such term under **Clause 11.1** of this Agreement.

* + 1. “**FATCA Implementation Rules**” shall have the meaning ascribed to such term under **Clause 2.23.1** of this Agreement.
    2. “**Final Closing**” shall have the meaning ascribed to the term under **Clause 2.4.3** of this Agreement.
    3. “**First Closing**” shall have the meaning ascribed to the term under **Clause 2.4.1** of this Agreement.
    4. “**Fund**” means ‘**Asha Ventures Fund I’**, which is the first Scheme of the Trust.
    5. “**Fund Expenses**” shall have the meaning ascribed to the term under **Clause 8.1** of this Agreement.
    6. “**Fund Investments**” or “**Portfolio Investments**” means investments made by the Investment Manager (pursuant to the terms of the Investment Management Agreement) from the Investable Funds on behalf of the Fund in any of the permissible securities/entities including investments in the Portfolio Entities.
    7. “**Government**”means any Indian central, state or local government authority, agency, branch or body or any instrumentality thereof.
    8. “**Grace Period**” shall have the meaning ascribed to the term under **Clause 9.2** of this Agreement.
    9. “**GST**”means goods and services tax.
    10. “**Hurdle Rate of Return**” shall have the meaning ascribed to the term under **Clause 2.25** of this Agreement.
    11. “**Indemnified Persons**” shall have the meaning ascribed to the term under **Clause 15.1** of this Agreement.

* + 1. “**Indenture**” means the indenture of trust dated April 27, 2022, executed by and between the Settlor and the Trustee for creation of the Trust and registered under the provisions of the Registration Act, 1908, as may be further amended, modified or superseded from time to time.
    2. “**INR**” or “**Indian Rupees**” **or** “**Rs.**” means the currency of the Republic of India.
    3. “**Initial Settlement**” means the sum of INR 100 (Indian Rupees One Hundred) being the initial amount irrevocably transferred or delivered by the Settlor to the Trustee towards the creation of corpus of the Trust.
    4. “**Institutional Investor**” means any company, bank, pension or other fund, financial institution or other institutional body or entity, but not including an individual.
    5. “**Interested Party/ies**” means the Investment Manager, Sponsor and their affiliates/group entities, partners, directors, employees and agents.
    6. “**Invested Funds**” with respect to a Contributor or Class (including a Subclass), shall mean aggregate amounts utilized from Capital Contributions of such Contributor or Class (post appropriating/adjusting the Fund Expenses/charges, as applicable) towards Fund Investments.
    7. “**Investable Funds**” means the Corpus as reduced by the expenditure towards permissible costs/expenses/fees/such other adjustments provided in the Trust Documents, estimated for the tenure of the Fund. Such Investable Funds shall be invested in terms of the Trust Documents.
    8. “**Investment Committee**” means the committee which may be appointed by the Investment Manager in accordance with the terms and conditions as laid out in the Trust Documents.
    9. “**Investment Proceeds**”shall have the meaning as ascribed to such term under **Clause 10.1** of this Agreement.
    10. “**Investment Manager**”means ‘**Asha Investment Advisors LLP’**, appointed as the investment manager of the Trust and the Fund (including other Schemes, if any) in accordance with the Investment Management Agreement.
    11. “**Investment Management Agreement**” means the investment management agreement entered into by and between the Trustee and the Investment Manager for advising, managing and administering the Trust and the Schemes of the Trust, and as may be amended, modified or superseded from time to time.
    12. “**Key Person**” shall have the meaning as ascribed to the term under **Clause 2.29** of this Agreement.
    13. “**Key Person Event**” shall have the meaning as ascribed to the term under **Clause 2.29** of this Agreement.
    14. “**Key Person Event Cure Period**” shall have the meaning as ascribed to the term under **Clause 2.29** of this Agreement.
    15. “**Losses**” shall have the meaning as ascribed to the term under **Clause 15.1** of this Agreement.

* + 1. “**Malfeasance**” means, with respect to any Person, any act or omission which results in a criminal conviction of such Person or which constitutes fraud or wilful misconduct as decided by a final non-appealable order of the highest court of competent jurisdiction.
    2. “**Management Fee**” means the management fee payable to the Investment Manager in connection with the Fund.
    3. “**Management Fees Additional Contribution**” shall have the meaning as ascribed to the term under **Clause 3.1.1** of this Agreement.
    4. “**Memorandum**” meansthe private placement memorandum of the Fund and any supplements thereto, inviting offers for Capital Commitments from prospective Contributors for the subscription and purchase of Units strictly on a private placement basis in accordance with the Regulations and containing the requisite details as required under the Regulations.
    5. “**Non-Direct Plan Investors**” shall have the meaning ascribed to such term under **Clause 8.8**.
    6. “**Operating Expenses**”shall have the meaning as ascribed to the term under **Clause 8.2** of this Agreement.
    7. “**p.a.**” means per annum.
    8. “**Person**” means and includes an individual, banks, insurance companies, bodies corporate, estates, family offices, non-banking finance companies, societies, Hindu undivided family, corporation, partnership (whether limited or unlimited), limited liability company, body of individuals, association, trust, sole proprietorship, Alternative Investment Fund, foreign portfolio investor, Institutional Investor or any other institution, entity or organization, whether Indian or foreign, whether incorporated or not, including a Government or an agency or instrumentality thereof and, where the context so requires, includes a reference to such Person’s executors, administrators, successors, substitutes (including persons taking by novation) and permitted assigns.
    9. “**Placement Agent/s**” shall have the meaning ascribed to such term under **Clause 8.8**.
    10. “**Placement Cost**” shall have the meaning ascribed to such term under **Clause 8.8**.
    11. “**Portfolio Entity**” or “**Portfolio Company**” means such company, special purpose vehicle, limited liability partnership, venture capital undertaking, body corporate or real estate investment trust or infrastructure investment trust or other permissible entity/enterprise in which the monies of the Contribution Fund are invested in accordance with the Applicable Laws.
    12. “**Regulations**” means the Securities and Exchange Board of India (Alternative Investment Funds) Regulations, 2012 as amended/modified and reinstated from time to time and including the circulars/notifications issued pursuant thereto.
    13. “**Reinvestment Amount**” shall have the meaning as ascribed to the term under **Clause 2.18** of this Agreement.
    14. “**RBI**”means the Reserve Bank of India.
    15. “**Scheme/s**”means such scheme/s of the Trust floated by the Trustee, including the Fund.
    16. “**SEBI**” means the Securities and Exchange Board of India.
    17. “**Settlor**” means **Mr. Mukesh Parshuram Gaurav**, who has settled the Trust.
    18. “**Set-up Expenses**” shall have the meaning as ascribed to the term under **Clause 8.4** of this Agreement.
    19. “**Simple-Majority of the Contributors**” in respect of the Fund means such number of Contributors whose Capital Contributions in aggregate amount to more than 50% (fifty percent) of the aggregate of all Capital Contributions in the Fund, and in respect of the Trust shall mean such number of contributors whose capital contributions in aggregate amount to more than 50% (fifty percent) of the aggregate capital contributions under all existing Schemes, as per the Regulations. The Investment Manager whilst applying/exercising any of the provisions with respect to the approval, consent or vote of Contributors which are feeder entities, shall apply the same on a “look-through” basis with respect to each feeder entity as if each investor therein were a direct contributor in the Fund.
    20. “**Sponsor**” means **Mr. Pramod Bhasin**[[1]](#footnote-2).
    21. “**Statement of Account**” means statements that may be issued by the Investment Manager to Contributors, specifying the number of Units held by the Contributors and evidencing a Beneficial Interest in the Fund.
    22. “Subclass” with respect to a Class of the Fund means a subclass/series thereof, as distinct from another subclass/subseries (if any) of that Class or any other Class of the Fund.
    23. “**Subsequent Closing**” in respect of the Fund means any Closing subsequent to the First Closing but not later than the Final Closing.
    24. “**Super-Majority of the Contributors**” in respect of the Fund means such number of Contributors whose Capital Contributions in aggregate amount to at least 75% (seventy-five percent) of the aggregate of all Capital Contributions in the Fund, and in respect of the Trust shall mean such number of contributors whose capital contributions in aggregate amount to at least 75% (seventy-five percent) of the aggregate capital contributions under all existing Schemes, as per the Regulations. The Investment Manager whilst applying/exercising any of the provisions with respect to the approval, consent or vote of Contributors which are feeder entities, shall apply the same on a “look-through” basis with respect to each feeder entity as if each investor therein were a direct contributor in the Fund.
    25. “**Tax**”or“**Taxes**” means and includes:

1. all forms of tax (direct or indirect), levy, duty, fee, surcharge, cess, impost, withholding tax, tax collected at source, including income-tax, GST, tax payable in a representative assessee capacity, minimum alternate tax or other amount whenever or wherever created or imposed by, or payable to any tax authority whether due to past, present or potential obligations; and
2. all charges, interest, penalties and fines incidental or relating to any Tax falling within (a) above or which arise as a result of the failure to pay any Tax on the due date or to comply with any obligation relating to Tax.
   * 1. “**Temporary Investments**” means investments by the Fund in liquid mutual funds, bank deposits, or other liquid assets of higher quality such as treasury bills, triparty repo dealing and settlement, commercial papers, certificate of deposits etc. as prescribed under the Regulations and/or by SEBI.
     2. “**Term**” means the term of the Fund, as indicated in **Clause 4** of this Agreement.
     3. “**Trust**” means ‘**Asha Ventures Trust**’, organised as a contributory determinate trust, settled in India by the Settlor (with Initial Settlement being irrevocable) under the provisions of the Indian Trusts Act, 1882, pursuant to the Indenture.
     4. “**Trust Documents**” means the Memorandum, the Indenture, the Investment Management Agreement between the Trustee and the Investment Manager, this Agreement and any other document that may be declared as Trust Document by the Investment Manager as originally executed and amended, modified, supplemented or restated from time to time, together with the respective annexures, schedules and exhibits, if any.
     5. “**Trustee**” means ‘**MITCON Credentia Trusteeship Services Limited**’ or such other Person that may be appointed under the terms of the Indenture.
     6. “**Trusteeship Fees**” shall have the meaning as ascribed to the term under **Clause 8.5** of this Agreement.
     7. “**Two-Third** **Majority** **of** **the** **Contributors**” in respect of the Fund means such number of Contributors whose Capital Contributions in aggregate amount to at least two-third of the aggregate of all Capital Contributions in the Fund, and in respect of the Trust shall mean such number of contributors whose capital contributions in aggregate amount to at least two-third of the aggregate capital contributions under all existing Schemes, as per the Regulations. The Investment Manager whilst applying/exercising any of the provisions with respect to the approval, consent or vote of Contributors which are feeder entities, shall apply the same on a “look-through” basis with respect to each feeder entity as if each investor therein were a direct contributor in the Fund.
     8. “**Unit(s)**” means a unit of any Class (including partly or fully paid-up units), as evidenced by the Statement of Account specifying the unit(s) allotted to or held by the Contributor and evidencing Beneficial Interest in the Fund, issued to a Contributor on the making of a Capital Contribution or Capital Commitment, as may be applicable, and includes a fraction of a unit of a value less than the face value of the respective class of units.
     9. “**USD**” means currency of the United States of America.
     10. “**Warehoused Investments**” shall have the meaning as ascribed to such term under **Clause 2.27** of this Agreement.
     11. “**Warehousing Entity/Individual**” shall have the meaning as ascribed to such term under **Clause 2.27** of this Agreement.

Capitalized terms used herein, which are not otherwise defined, shall have the meanings set forth in the Memorandum or the Indenture.

* 1. In this Agreement, unless the context otherwise requires:
     1. any provision of this Agreement which is stated to be applicable to the “Contributors” to the Fund as a Class of investors shall, unless the context otherwise requires, also be deemed to be applicable to the Contributor entering into this Agreement;
     2. words in the singular shall include words in the plural and vice versa;
     3. 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;
     4. a reference to a thing includes a part of that thing;
     5. where the day by which anything is to be done is not a Business Day, that thing must be done by the Business Day following immediately thereafter;
     6. reference to any one gender would include a reference to any other gender;
     7. references to Clauses and Parties herein are references to the clauses of, and parties to this Agreement; and
     8. 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).

# Agreement and Terms of Contribution

The objective and purpose of the Fund is to carry on the activity of a Category II Alternative Investment Fund as permitted under the Regulations and for this purpose shall arrange, make, manage and dispose of investments with the view to achieving long-term capital appreciation for providing returns to the Contributors, in accordance with Applicable Laws and the Trust Documents.

1. 1. *Amount of Contribution*

Subject to the terms and conditions of this Agreement, the Contributor agrees to contribute to the Fund an aggregate amount as provided under **Annexure A** hereto (hereinafter referred to as the “**Capital Commitment**”).

* 1. *Procedure for Contribution*
  2. Subject to **Clause 11** (*Excuse and Exclusion*) below, the Investment Manager shall issue Drawdown Notice/s to the Contributors towards payment of Capital Contribution to be utilised to make Fund Investments, pay Fund Expenses, maintain reserves or for such other purpose (including Tax purposes, if any) as mentioned in the Drawdown Notice.
  3. Drawdown Notice/s shall be issued by the Investment Manager to the Contributors on an “*as needed*” basis. Notwithstanding anything stated hereinabove, the Investment Manager may require the Contributors to contribute up to their entire Capital Commitment upfront at the time of execution of their respective Agreements.
  4. Notwithstanding anything stated hereinabove, the holders of Class A2 Units shall contribute up to 10% (ten percent) of their Capital Commitment upfront at the time of execution of their respective Agreements and thereafter, on an as needed basis.
  5. Capital Contribution/s pursuant to Drawdown Notice/s will be for an amount *pro rata* to the Capital Commitments of the Contributors of the Fund or as otherwise provided by the Investment Manager with respect to an “Excused Contributor”, as defined in **Clause 11** of this Agreement. Notwithstanding the above, it is clarified that drawdown for the Sponsor can be made on a disproportionate basis at the discretion of the Investment Manager.
  6. The Contributors shall be required to make their Capital Contribution against their Capital Commitment within 15 (fifteen) Business Days from the date of the Drawdown Notice.
  7. The Drawdown Notice may be sent by the Investment Manager through electronic mail or registered post/courier at the address as may be specified by the Contributor in this Agreement and such Drawdown Notice shall be deemed to have been received by the Contributor within 4 (four) days from the date of dispatch of the registered post/courier; within 24 (twenty-four) hours from the electronic mail being sent.
  8. At the end of the Commitment Period, the Contributors may be issued Drawdown Notice for the purposes as provided below under **Clause 2.3**.
  9. Amounts received from the Contributors towards their Capital Commitment will be treated by the Fund as a consideration for the issue of Units to the Contributors. For the avoidance of doubt, fractional Units may be issued to the Contributors if so required.
  10. *Commitment Period*
      1. The Commitment Period means the period within which the Contributors are required to make Capital Contributions upon issuance of Drawdown Notice/s to the Contributors, in accordance with the respective Agreements and will include extensions thereto, if any.
      2. The Commitment Period for each Contributor of the Fund shall commence from the date of execution of its respective Agreement and shall end on completion of 48 (forty-eight) months from the Final Closing, during which the Capital Commitments can be drawn down upon issuance of Drawdown Notice/s to the Contributors in accordance with the Memorandum and the respective Agreements. The Commitment Period may be extended by the Investment Manager for a further period of up to 12 (twelve) months at its sole discretion.
      3. At the end of the Commitment Period, the Contributor shall be released from the obligation of making any further Capital Contribution against its undrawn Capital Commitment (not consisting of amount, towards which Drawdown Notice has been issued but payment not received from the Contributor and therefore the Contributor shall continue to be liable to pay the same even post the Commitment Period) except: (i) to the extent necessary to complete investments in progress as of the end of the Commitment Period (including such investments in respect of which the Fund has entered into a term-sheet or agreement on or before the end of the Commitment Period); (ii) to the extent necessary to cover the ongoing expenses and liabilities of the Fund, including, but not limited to, the Management Fee, Tax liability, fees payable to Trustee and any indemnification obligations; (iii) to enable any follow-on investments by the Fund; (iv) to enable the exercise of warrants and similar equity equivalents in relation to existing Fund Investments; and (v) to create reserves for the above items from (i) to (iv) as deemed appropriate by the Investment Manager.
  11. *Closings*
      1. The first closing of the Fund shall be held within 12 (twelve) months from the date of receipt of SEBI communication for taking the Memorandum on record, subject to receipt of aggregate Capital Commitments of at least Rs. 25,00,00,000 (Indian Rupees Twenty-Five Crores) or any other higher amount as decided by the Investment Manager in accordance with the Regulations (“**First Closing**”).
      2. The Investment Manager has the discretion to hold one or more other Closing(s) subsequent to the First Closing but not later than the Final Closing, i.e., the Subsequent Closings.
      3. Final closing of the Fund means the last of the Closings permitted by the Investment Manager for accepting Capital Commitments to the Fund in accordance with the terms of the Trust Documents (“**Final Closing**”). The Final Closing shall be held within 18 (eighteen) months from First Closing. The Investment Manager may extend the Final Closing by 12 (twelve) months at its sole discretion.
      4. It is clarified that any soft Capital Commitment letter/s or such other document (as may be agreed between the Contributor and Investment Manager) executed by the Contributor prior to a Closing shall form part of that Closing.
  12. *Issue and transfer of Units* 
      1. *Issue of Units*:The Contributor shall be issued such Class of Units of the Fund as specified in **Annexure A** hereto.

* + 1. The Fund shall issue fully or partly paid up Units in accordance with the Trust Documents. It is clarified that Units may include a fraction of a Unit evidencing Beneficial Interest in the Fund of a value less than the face value of the respective Class of Units.
    2. Subject to the Regulations, the Investment Manager may at its sole discretion issue additional Class/es or Subclass/es/series of Units from time to time, which may *inter alia* have differential rights, variable fee/charge structure, different hurdle rate of return, face value, currency denomination etc. The Investment Manager shall have the right to designate/re-designate any Class/Subclass to another Class/Subclass. All existing and future Class/es and/or Subclass/es of Units shall participate in the common investment portfolio of the Fund except in case of a Defaulting Contributor or an Excused Contributor.
    3. The Investment Manager’s decision to classify/reclassify the Investors under any of the Class/Subclass shall be final and binding on all the Investors. Any Tax implications arising from redesignation or reclassification of Units shall be borne by the respective Contributor and in no case shall be borne by the Fund and/or the Investment Manager.
    4. The economic and special rights attached to the Class/es of the Fund are as provided for under the Memorandum. Any special rights attached to any Classes of Units issued by the Fund shall not have any adverse impact on the economic rights or any other rights of other Investors.
    5. *Withdrawal and Transfer of Units*

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

* 1. The proposed transferee/pledgee is an Eligible Person;
  2. The proposed transfer/pledge shall be subject to execution of necessary documentation by transferee/pledgee and transferor/pledger as may be stipulated/prescribed/required by the Investment Manager; and
  3. The proposed transfer/pledge will not contravene any Applicable Law or policy of the Government or otherwise is not prejudicial to the interests of the Trust/Fund.

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

* 1. *Co-investment*

Subject to and in compliance with the Regulations and SEBI (Portfolio Managers) Regulations, 2020 (including applying for any additional license/s as may be required under Applicable Laws), the Investment Manager may, at its discretion, offer Co-Investment opportunities to certain eligible Contributors (which, *inter alia*, shall be a minimum threshold of Capital Commitment by the Contributors or offering strategic value to the Portfolio Entity, being the qualifying criteria) (each a “**Co-Investor**”), at such times and on such terms as it may determine.

Co-Investment in a Portfolio Entity by Investment Manager or Sponsor or Co-Investor shall not be on terms more favourable than those offered to the Fund, unless otherwise provided under Applicable Laws. The Investment Manager and/or its affiliates may receive any referral fees and other compensation from the Co-Investors in relation to their Co-Investment which could be different from the fees or compensation charged to the Fund and shall not be obliged to remit these amounts to the Fund. Any income tax, if any, on such fees received by the Investment Manager shall be borne by the Investment Manager. Similarly, any transactional expenses in respect of a Co-Investment opportunity incurred by the Fund shall be shared proportionately between the Fund and such Co-Investors in the ratio of their amount of investments.

Subject to the foregoing, (i) each of the Fund and the Co-Investor will act independently and not as an agent of the other; (ii) each of the Fund and the Co-Investor will make its own decisions on investments and divestments and bear its own expenses as well as be entitled to the gains and losses arising from its investments; and (iii) the Fund and the Co-Investor will not make any joint investment/divestment decisions and will not form/act as any joint venture or partnership or association of persons for the purpose of making investments.

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

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

* 1. *Return of Capital Contributions to Contributor and Contributor Giveback*
     1. The Contributor shall be entitled to return of its Capital Contribution upon:

* + - 1. distributions as per **Clause 10**,
      2. dissolution/termination of the Fund as per **Clause 12**.
    1. The Trustee, Investment Manager, and their respective directors, partners, shareholders, employees or agents shall not have any personal liability to the Contributor for the return of its Capital Contribution and shall be under no obligation to distribute or repay any amount to the Contributor, unless at the time of each distribution or repayment, all liabilities of the Fund to Persons other than the Contributors shall have been paid or in good faith determination of the Investment Manager/Trustee, there shall remain in the Fund, property sufficient to pay such liabilities.
    2. *Contributor Giveback*

Subject to Applicable Laws including the Limitation Act, 1963 and the Income-tax Act, 1961, the Investment Manager or Trustee may, in prior consultation with the Investment Manager, require a Contributor to return distributions made to the Contributor in order to satisfy the Contributor’s *pro rata* share of any obligations or liabilities of the Fund (including any indemnification obligations, Tax liability/claim).

The obligation to return distributions may also continue beyond the term of the Fund/Trust as determined by the Investment Manager/Trustee in consultation with the Investment Manager, by providing a notice to the Contributors for the same.

The obligation of the Contributor to return distributions under this clause shall be *pro rata* to its share of distributions made by the Fund calculated by applying the distribution waterfall set out in **Clause 10** as appropriate, in reverse order up to an amount equal to the giveback obligation. If the Contributors are required to return distributions that were made to them as repayment of their Capital Contribution pursuant to distributions made to them, the amount thereof returned shall be treated as a Capital Contribution for the purpose of determining the priority of future distributions, as from the date the distribution was returned. Any amounts returned by a Contributor shall be treated as deducted from the distributions made to such Contributor, in the reverse order to the order in which they were made.

* 1. *Persons admitted as Contributors*

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

* 1. *Payment of Stamp Duty*

The Contributor shall bear and pay stamp duty and other charges and expenses payable in connection with execution, registration or notarization of these presents and any duty arising post the execution of this Agreement.

* 1. *Limitation of liability of the Contributors* 
     1. Except as specifically set forth herein, no Contributor shall have any personal liability whatsoever in his capacity as Contributor whether to the Fund or to any of the other Contributors or to the creditors of the Fund, for the debts, liabilities, contracts or any other obligations of the Fund or for any losses of the Fund.
     2. Without prejudice to the provisions of **Clause 2.8.3** and **Clause 15** of this Agreement (and subject to these Clauses), the Contributor shall be liable only to pay the sum equivalent to the Contributor’s Capital Commitment to the Fund and after the Contributor’s Capital Commitment shall have been paid in full, the Contributor shall not be obligated to make any further Capital Contribution to the Fund or to repay to the Fund, or to pay to any Contributor or any creditor of the Fund out of any distribution received or receivable by the Contributor from the Fund.

* 1. *Redemption*

The Investment Manager will endeavour to exit/liquidate all the Fund Investments before the expiry of the Term (except in cases of *in-specie* distribution or as otherwise provided under the Regulations), and the liquidation proceeds along with other distributable income or assets of the Fund will be distributed as detailed in **Clause 10** (*Distribution*). The Investment Manager may redeem such part of the Units as the Investment Manager decides for the purpose of effecting a distribution or otherwise. Post the redemption of Unit/s and payment of consideration (net of tax liabilities, if any), the Contributor shall cease to be entitled to any rights in respect thereof and accordingly its name shall be removed from the list of Contributors with respect to such Unit/s. Units not redeemed by the Fund shall be redeemed as per the Applicable Laws after the Term comes to an end. Any Tax liability or obligation arising from such redemption shall be the responsibility of the respective Contributor.

* 1. *Mandatory Exit*

The Investment Manager reserves the discretion to compel the redemption of any Units with not less than 15 (fifteen) Business Days prior written notice for any of the following reasons:

* 1. The Units are held by or for the benefit (directly or indirectly) of any Person who is not an Eligible Person; or
  2. Continuation of the Contributor with the Fund will be materially prejudicial to the interest of the Fund; or
  3. Continuation of the Contributor with the Fund will result in onerous obligations on the Fund; or
  4. Contributor is in material breach of its obligations under this Agreement.

The Investment Manager shall determine the redemption price of the Units being compulsorily redeemed based on the lower of net asset value calculated at the time of compulsory redemption or at the time of distributions made to the Contributors or at such price as may be determined by the Investment Manager. The payments (net of Taxes, as per the Applicable Law) shall be made by Investment Manager in such time, as may be reasonably determined by the Investment Manager.

* 1. *Independent consultation*

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

* 1. *Reporting*

The Contributors will receive:

* + 1. An annual report comprising financial information of the Portfolio Entities, material risks and how they are managed and other material information on the Fund that is deemed to be relevant by the Investment Manager. This information shall be sent to the Contributors within 180 (one hundred and eighty) days from the close of the financial year.
    2. Information with respect to any fees charged by the Investment Manager and/or Sponsor or any fees charged to the Trust/Portfolio Entity by an Associate of the Investment Manager and/or Sponsor shall be disclosed periodically in accordance with Applicable Laws.
    3. Information with respect to any breach of a provision of the Memorandum, this Agreement or any Trust Documents, as and when occurred.
    4. Information with respect to any change in control of Investment Manager and/or Sponsor or Portfolio Entities, any change in the Investment Manager and/or Sponsor, any significant change in key investment team and information with respect to any inquiries/legal actions by legal or regulatory bodies in any jurisdiction, as and when occurred.
    5. Information in relation to any change to the Memorandum with details indicating the changes made, any change/s in the disciplinary history and such other information as required to be reported/disclosed to the Contributors in terms of the Regulations, within 1 (one) month from the end of each financial year on a consolidated basis.
    6. Any other details/reports *suo moto* from the Investment Manager, as deemed necessary by the Investment Manager.

* + 1. Such other reports as may be prescribed under Applicable Law, including Income-tax Act, 1961 to be provided by the Investment Manager/Trustee.

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

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

* 1. *Registration and other Changes*

The Trust is registered with SEBI as a Category II AIF under the provisions of the Regulations. If policy announcements/regulations/directions are made subsequent to this offering, which require retrospective changes in the structure, investment strategy or operations of the Fund, these would be carried out with respect to the Trust in accordance with Applicable Laws. Notwithstanding anything stated herein, no material change in the investment strategy can be made, unless prior approval of Two-Third Majority of the Contributors is obtained in accordance with the provisions of this Agreement.

* 1. *Valuation of Fund*

An independent valuer, for valuation of assets of the Fund, shall be appointed by the Investment Manager for the Fund. The valuation principles to be used by the Fund for valuation of Portfolio Entities shall be finalized by the independent valuer in consultation with the Investment Manager.

The Contributor hereby agrees, approve and consents that the valuation of the Fund shall be conducted every 12 (twelve) months coinciding with the financial year, by an independent valuer appointed by the Investment Manager. The said authorisation by the Contributor is valid until denied in writing by the Contributor and no separate approval is required every financial year. The valuation methodology shall be provided to the Contributors separately.

* 1. *Reinvestment*

During the Commitment Period of the Fund, the Investment Manager may, at its own discretion, retain an amount of up to 100% (one hundred percent) of the realization proceeds attributable to the cost of investment/capital arising out of sale of any Fund Investment or Temporary Investment and apply such amount in making further Fund Investments and/or Temporary Investments (“**Reinvestment Amount**”).

Notwithstanding anything stated above, the Investment Manager may reinvest the realization proceeds post the Commitment Period for making follow-on investments in the Portfolio Entities subject to 15% (Fifteen Percent) of the total Corpus.

Reinvestment shall be made only after retaining an appropriate amount as the Investment Manager deems fits towards payment of Taxes or creating reserves for such Taxes.

* 1. *Temporary Investments*

Temporary Investments by the Fund shall be made in liquid mutual funds, bank deposits, such other liquid assets of higher quality like treasury bills, triparty repo dealing and settlement, commercial papers, certificate of deposits etc. as may be prescribed under the Regulations (“**Temporary Investments**”)

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

Any gains arising to the Fund from such Temporary Investments before the First Closing shall be utilized or allocated amongst Contributors *pro rata* to the amount of Capital Contribution utilized towards such Temporary Investments (on time weighted basis) and any gains arising to the Fund after the First Closing shall be utilized or distributed in the manner stated under **Clause 10** of this Agreement.

The Investment Manager would endeavour to hold the Temporary Investments for a tenure not exceeding 12 (twelve) months from the date of making such Temporary Investment.

* 1. *Parallel Vehicles/Alternative Investment Structures*

Subject to Applicable Laws, the Investment Manager may establish one or more parallel vehicles/alternative investment structures/feeder funds through which certain Investors may invest in the Fund, including overseas vehicles. Such structures may *inter alia* be used to raise capital through offshore jurisdictions with the help of feeder funds.

Such parallel vehicles/alternative investment structures/feeder funds shall be established in accordance with the applicable regulatory framework of the concerned jurisdiction.

Subject to the foregoing, (i) each of the Fund and the parallel vehicle or Alternative Investment Structure or feeder fund will act independently and not as an agent of the other; (ii) each of the Fund and the parallel vehicle or Alternative Investment Structure or feeder fund will make its own decisions on investments and divestments and bear its own expenses as well as be entitled to the gains and losses arising from its investments; and (iii) the Fund and the parallel vehicle or alternative investment structure or feeder fund will not act jointly or make any joint decisions or form/ act as an association of persons and will not form any joint venture or partnership for the purpose of making investments.

The cost of setting up and managing such parallel vehicles/alternative investment structures/feeder funds shall be borne by the Investment Manager or by any other Person as may be decided by the Investment Manager or be charged to such parallel vehicles/alternative investment structures/feeder funds or its contributors.

* 1. *Successor Funds*

The Investment Manager can set up subsequent funds with similar investment strategy which may be called successor funds, under the same Trust or separate vehicle in accordance with the Applicable Laws. Such successor funds may be launched by the Investment Manager subject to the earlier of:

1. the completion of Commitment Period; or
2. at least 70% (seventy percent) of aggregate Capital Commitments have been invested or have been committed or required for investment (including follow-on investments) or have been utilized for expenses or set aside as reserves for expenses or liabilities.

Notwithstanding anything stated above, subsequent funds with different investment strategy can be launched anytime by the Investment Manager.

* 1. *Side Letters*

The Investment Manager may enter into agreements with certain large Contributors/strategic investors who may be offered preferential terms as detailed hereinbelow. Such preferential terms shall be provided separately in the respective side letters to be signed with such Contributors and nothing mentioned in such side letters shall adversely alter the rights of the other Investors available under their respective Agreements.

The commercial terms on which differential rights may be offered through side letters, *inter alia* include variable Management Fee/Set-Up Expenses/Operating Expenses/fee/charge structure/hurdle rate, waiving of Compensatory Contribution, co-investment rights etc.

The non-commercial terms on which differential rights may be offered through side letters, inter alia include differential rights in the nature of information rights, right to have a seat on any governance committee, offering of co-investment rights etc.

Any such differential rights mentioned hereinabove shall not have any adverse impact on the economic rights or any other rights of other Investors.

The terms on which differential rights shall not be offered, *inter alia* include preferential exit from the Fund, contributor giveback, contribution to indemnification and drawdown provided that such differential rights have the potential to impact other Contributors in a negative manner.

* 1. *Compliance with Applicable Laws*
     1. Contributors will be required to comply with the request of the Fund to furnish such information/documentation/declarations as and when deemed necessary by the Investment Manager in accordance with the Applicable Laws including any compliances under theIncome-tax (11th Amendment) Rules, 2015 notified by the Central Board of Direct Taxes (“**FATCA Implementation Rules**”) and under section 285BA of the Income-tax Act, 1961.
     2. If the Fund and/or the Investment Manager is required by Applicable Laws, including the FATCA Implementation Rules, to provide information regarding the Fund and/or the Contributors to any regulatory authority (including Tax authorities) and/or the Fund Investments and/or income therefrom, and the Fund and/or the Investment Manager complies with such request in good faith, whether or not it was in fact enforceable, they shall not be liable to the Contributors or to any other party as a result of such compliance or in connection with such compliance.
     3. The provisions of the FATCA Implementation Rules are relevant not only at on-boarding stage of Contributors but also throughout the life cycle of investment with the Fund. Contributors therefore should immediately intimate to the Fund/the Investment Manager, any change in their status with respect to any FATCA Implementation Rules related information/ documentation/ declarations provided by them previously. The Fund on a reasonable periodic basis may call for the latest KYC documents of the Contributor.
     4. In case the Contributor fails to furnish the relevant information/ documentation/ declarations in accordance with the Applicable Laws, the Fund reserves the right to redeem the Units held directly or beneficially, in accordance with this Agreement and may also require reporting of such Contributors and/or levy of withholding Tax on payments made to the Contributors and/or take any other action/s in accordance with Applicable Laws. Further, loss, if any, suffered by the Fund on account of failure by the Contributor to furnish relevant information/documentation/declarations in accordance with the Applicable Laws shall be borne by the Contributor and/or be recoverable from the Contributor.
  2. Notwithstanding anything contained in this Agreement, in case a proposal is circulated to obtain any approval or consent from the Contributors including towards a Super-Majority of the Contributors and/or Two-Third Majority of the Contributors and/or Simple-Majority of the Contributors by the Investment Manager (as the case may be), it would be deemed to be consented by the Contributor in an event the e-mail/facsimile response from the Contributor is not received by the Investment Manager within 10 (ten) Business Days of circulating the proposal.
  3. *Hurdle Rate of Return*

The hurdle rate of return on Class A1 Units, Class A2 Units, shall be an XIRR based return of 10% (ten percent) (pre-Tax) per annum compounded on an annualized basis in Indian Rupees and with respect to the holders of Class B Units and Class G1 Units shall be an XIRR based return of 7% (seven percent) (pre-Tax) per annum compounded on an annualized basis in USD (“**Hurdle Rate of Return**”), from the date of First Closing, or respective dates of actual Drawdown or the respective dates on which the said Capital Contribution/s are due (as per the respective Drawdown Notices), whichever is later, till the date of distributions in accordance with the Trust Documents.

* 1. *Listing*

Units of the Fund may be listed on the stock exchange post the Final Closing and subject to the minimum tradable lot applicable in accordance with the Applicable Laws.

* 1. *Warehoused Investments*

In the event the Investment Manager identifies any investment opportunities with respect to potential Portfolio Entities prior to the date of First Closing and decides to make an investment in such Portfolio Entities (“**Warehoused Investments**”), the Investment Manager may either itself and/or through such Persons identified by the Investment Manager or through such Persons identified by the Investment Manager or through the Sponsor (“**Warehousing Entity/Individual**”), make investments in such Portfolio Entities.

The transfer of the Warehoused Investments from the Warehousing Entity/Individual to the Fund shall be made within 6 (six) months from the date of the First Closing.

The said transfer of Warehoused Investments shall be made at cost of the Warehouse Investment or fair market value as decided by the Investment Manager. Further any expenses related to the Warehoused Investments shall be charged to the Fund on transfer of such investments to the Fund.

Prior to the signing of the respective Agreements, the Contributors will be made aware of the size and sector/business of the Warehoused Investment and the name of the investee entity will be disclosed post signing of the respective Agreements. In case a Warehoused Investment is made post signing of the respective Agreements, then the information regarding such Warehoused Investment shall be disclosed to the Contributors on a quarterly basis from making of the Warehoused Investment and/or prior to transfer of such Warehoused Investment to the Fund.

Depending on the quantum of the relevant Closing of the Fund, only part of the Warehoused Investment/s may be transferred to the Fund (if required to comply with diversification criteria prescribed under Regulations). In the aforesaid scenario, the remaining Warehoused Investment/s will be transferred in Subsequent Closing/s in compliance with the Regulations.

* 1. *Borrowings*

The Fund may not borrow funds directly or indirectly and shall not engage in leverage except for meeting temporary funding requirements for not more than 30 (thirty) days, not more than 4 (four) occasions in a year and not more than 10% (ten percent) of the Investable Funds in accordance with the Regulations.

* 1. *Key Person & Key Person Event*

Amit Mehta and Aditi Gupta shall be referred to as key persons for the purpose of this clause (“**Key Persons**”). A “**Key Person Event**” will be deemed to occur at any time during the Commitment Period in the event that the Key Persons, either resign from their position and/or become deceased and/or become disabled to an extent where they are unable to perform their role for a period of at least 180 (one hundred and eighty) consecutive days.

Upon the occurrence of the Key Person Event, the Investment Manager shall be required to replace, within a period of 12 (twelve) months from such occurrence (“**Key Person Event Cure Period**”), with a suitable key person.

If within the Key Person Event Cure Period, the Investment Manager is not able to find the replacement, then Investment Manager shall take requisite steps for termination of the Fund unless decided otherwise by the Super-Majority of Contributors. During the Key Person Event Cure Period, the Fund will only pay for expenses of the Fund or make Fund Investments which the Fund committed prior to the Key Person Event.

* 1. *Minimum Capital Commitment*

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

|  |  |
| --- | --- |
| ***Class of Units*** | ***Minimum Capital Commitment*** |
| Class A1 Units | Rs. 1,00,00,000 (Indian Rupees One Crore) |
| Class A2 Units | Rs. 1,00,00,000 (Indian Rupees One Crore) |
| Class B Units | Rs. 1,00,00,000 (Indian Rupees One Crore) |
| Class C Units | 2.5% (two and a half percent) of the Corpus or Rs. 5,00,00,000 (Indian Rupees Five Crores), whichever is lower or Rs. 1,00,00,000 (Indian Rupees One Crore) (as applicable) |
| Class G1 Units | Rs. 1,00,00,000 (Indian Rupees One Crore |
| Class G2 Units | Rs. 1,00,00,000 (Indian Rupees One Crore |

However, the Investment Manager may at its discretion prescribe any other amounts as the minimum Capital Commitment from each Contributor, subject to the Regulations.

The following can act as joint Investors (maximum up to 2 (two)) wherein each such Investor contributes, and the aggregate sum invested by joint Investors collectively is at least Rs. 1,00,00,000 (Indian Rupees One Crore):

1. a Contributor and his/her spouse who is also an Eligible Person,
2. a Contributor and his/her parent who is also an Eligible Person,
3. a Contributor and his/her daughter/son who is also an Eligible Person.

Without prejudice to the above, in case of any other Investors acting as joint Investors, for every Investor, the minimum investment of Rs. 1,00,00,000 (Indian Rupees One Crore) or any other minimum amount as provided in the Regulations, shall apply.

* 1. *Sponsor Capital Commitment*

The Sponsor will commit an aggregate amount equivalent to 2.5% (two and a half percent) of the Corpus or Rs. 5,00,00,000 (Indian Rupees Five Crores), whichever is lower, to maintain a continuing interest in the Fund in accordance with the Regulations. Notwithstanding anything to the contrary, the Sponsor shall always maintain the abovementioned continuing interest and take requisite steps/measures to comply with the same. The Sponsor of the Fund shall be issued Class C Units, towards its contribution to maintain a continuing interest in the Fund.

In addition to the aforementioned continuing interest, the Sponsor and/or its affiliates may,make an additional Capital Commitment to the Fund (“**Additional Commitment**”). It is hereby clarified that such Additional Commitment will not be subject to any obligations prescribed for the Sponsor under the Regulations. They shall be issued Class C Units towards such Additional Commitment.

# Induction of new Contributors and issue of Units

* 1. *Induction of new Contributors or additional Capital Commitments by existing Contributors*
     1. Contributors admitted to the Fund (or increasing their Capital Commitments to the Fund) after the First Closing will, upon admission (or increase), be required to contribute to the Fund, as applicable: (i) the aggregate amount each would have had to contribute to the Fund through the Subsequent Closing had such Contributor been admitted to the Fund at the First Closing (the “**Catch-up Contribution**”), plus (ii) an additional amount, at the rate of 12% (twelve percent) p.a. or such other amount as may be determined by the Investment Manager (the “**Compensatory Contribution**”), plus (iii) an additional contribution as determined by the Investment Manager (“**Management Fees Additional Contribution**”) in respect of the Management Fees, less; (iv) their proportionate share of all distributions (if any) made to Contributors admitted in prior Closings or such other amount as may be determined by the Investment manager.
     2. The Fund Expenses shall be payable/applicable with retrospective effect from the First Closing.
     3. The Investment Manager shall however have the power to waive or increase or reduce, on a case-to-case basis, the Compensatory Contribution and/or the Management Fees Additional Contribution.
     4. Any amount paid as Management Fees Additional Contribution will be paid to the Investment Manager.
     5. Catch-up Contributions pursuant to the Capital Commitment received by the Fund in such Subsequent Closing or Final Closing may be retained as part of the Contribution Fund to be utilized towards Fund Investments or satisfaction of Fund Expenses (including towards any reserves in that regard) or Tax liabilities, provided any amount not so retained shall be immediately distributed (subject to withholding Taxes, as may be applicable) amongst all the Contributors in proportion to their respective Capital Contribution and such amounts distributed to the Contributors shall be subject to recall by the Fund.
     6. The Compensatory Contribution applicable to such incoming Contributor (i) will not be applied to the subscription of Units in respect of such Contributor; (ii) will not be treated as a Capital Contribution to the Fund in respect of such Contributor; and (iii) will not reduce such Contributor’s Capital Commitment. The Compensatory Contribution collected in connection with a Subsequent Closing or Final Closing shall be distributed (subject to withholding Taxes, as may be applicable) amongst the Contributors of the Fund admitted prior to such Subsequent Closing or Final Closing (as applicable) requiring the payment of such Compensatory Contribution, which distribution may be effected either by a *pro rata* refund or set off against their respective undrawn Capital Commitments or in any other way as determined by the Investment Manager.
     7. It is clarified that any Tax liability on the payment of Compensatory Contribution shall be borne solely by the relevant Contributors.
  2. *Payment of Taxes*
     1. All taxes, duties and other charges, if any, payable in connection with the issue of the Units and income from the Fund Investments to the extent of their respective Beneficial Interest shall be paid by the Contributor. If the Investment Manager/Trustee is required to pay any Taxes in respect of the Fund Investments, then such Taxes paid shall be deemed to be paid on behalf of the Contributor and shall be regarded as a distribution to the Contributor, as the case may be, while computing the distributions to the Contributor for the purposes of **Clause 10** of this Agreement.
     2. The Investment Manager or the Trustee, in consultation with and advice of the Investment Manager, shall, before distribution of income/ gains arising out of the Fund Investments to the Contributors withhold and / or discharge appropriate Taxes, if required as per Applicable Laws.
     3. However, the Investment Manager/Trustee shall discharge its obligation specified in **Clause 3.2.1** and **Clause 3.2.2**, without giving effect to any specific benefits or claims (except as permissible under the Applicable Laws) including but not limited to provisions relating to differing income-tax slab rates applicable to the Contributors or minimum alternate tax or setoff of brought forward losses or specific exemptions or deductions (specific to the Contributor) under the provisions of the Applicable Laws, that the Contributors may be governed by or entitled to claim under the provisions of the Applicable Laws. Further, the Investment Manager or the Trustee in prior consultation with and advice of the Investment Manager has a power to create reserve, for tax liabilities including for the tax liabilities stated in **Clause 3.2.1** and **Clause 3.2.2** above while distributing funds / monies to investors.
     4. Taxes discharged by Investment Manager/Trustee as specified in **Clause 3.2.1** above or Taxes withheld as per **Clause 3.2.2** above, shall be treated as if it were deemed to be a distribution to such Contributor, as the case may be, while computing the distributions to the Contributor for the purposes of **Clause 10** of this Agreement.
     5. The Trustee hereby designates the Investment Manager with the power to represent the Fund in all Tax matters to the extent allowed under Applicable Laws and make decisions with respect to the Tax matters of the Fund, including, without limitation, whether or not to settle or contest any Tax matter, whether or not to extend the period of limitations for the assessment or collection of any Tax and the choice of forum for such contest.
     6. Promptly upon request, each Contributor shall provide the Trustee or the Investment Manager with any information, representations, certificates or forms related to such Contributor (including such Contributor’s direct or indirect owners or account holders) necessary or appropriate to (a) allow the Fund to comply with any Tax reporting, tax withholding or Tax payment obligations of the Fund or (b) to establish the Fund’s legal entitlement to an exemption from, or reduction of, withholding or any other Taxes or similar payments”

# Term

The term of the Fund shall be a period of 8 (eight) years and 6 (six) months from the First Closing, which may be extended by the Investment Manager by up to 2 (two) years with the prior consent of Two-Third Majority of the Contributors obtained in accordance with the terms contained in the respective Agreements and Applicable Laws (“**Term**”).

# Representations and Warranties

* 1. *Representations by the Trustee*

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

* + 1. It is duly incorporated under the laws of India and has the power to conduct its business as presently conducted and to enter into this Agreement.
    2. It has full power, capacity and authority to execute, deliver and perform this Agreement and has taken all necessary sanctions and approvals (corporate, statutory, regulatory or otherwise) to authorise the execution, delivery and performance of this Agreement.
    3. Nothing in this Agreement conflicts with the constitutional documents of the Trustee or any judgment, decree or order or any statute, rule or regulation applicable to it.
    4. It is not currently engaged in or threatened by any litigation whose outcome might materially and adversely affect its financial condition or that of the Fund.
    5. It has no outstanding obligations or liabilities contingent or otherwise (including Tax liabilities) which might materially and adversely affect its financial condition or of the Fund.
    6. It has not incurred any indebtedness which is secured by any mortgage, pledge, charge or lien on the Contribution Fund or that is inconsistent with its duties, responsibilities and obligations towards the Fund or the Contributors thereof.
    7. It has not guaranteed or entered into any arrangement for guaranteeing the debts of any other company such that it is inconsistent with its duties, responsibilities and obligations towards the Fund or the Contributors thereof.
  1. *Representations by the Contributor*

The Contributor hereby represents, assures and confirms as follows:

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

* + 1. It is duly incorporated under Indian law or the applicable law of the country wherein it is duly incorporated / registered and has the power to conduct its activities as presently conducted.
    2. It or its principal officer has read the terms and the conditions mentioned in the Trust Documents and accept the same unconditionally.
    3. It has the full power, capacity and authority to execute, deliver and perform this Agreement and has taken all necessary sanctions and approvals (corporate, statutory or otherwise) to authorize the execution, delivery and performance of this Agreement, and this Agreement is a legal, valid and binding obligation of the Contributor, enforceable against the Contributor in accordance with its terms.
    4. There are no bankruptcy proceedings against the Contributor or any of the assets owned by the Contributor.
    5. It is not a party to or otherwise bound by any agreement which would in any way affect the performance of its obligations under this Agreement and there are no existing or threatened actions or proceedings against it which, if decided against it, would have a material adverse effect on it or its business, properties and assets or on its ability to perform its obligations under this Agreement.
    6. Any amount contributed and to be contributed under this Agreement is and will be through legitimate sources only and does not and will not involve and is not and will not be designated for the purpose of any contravention or evasion of the provisions of the Income-tax Act, 1961, Prevention of Money Laundering Act, 2002, Prevention of Corruption Act, 1988 and/or any other Applicable Law in force and enacted by the Government from time to time or any rules, regulations, notifications or directions issued thereunder.
    7. None of the following have occurred and is subsisting and no notice in connection therewith has been served in relation to the Contributor:
  1. An application to a court for an order, or the making of any order, that it be wound up, that a liquidator, receiver or custodian be appointed of the Contributor or any of its assets or that it be placed in bankruptcy.
  2. A resolution for winding up or dissolution.
  3. The convening of a meeting or passing of a resolution to appoint a liquidator.
  4. A scheme of arrangement, amalgamation or reconstruction or composition with or without assignment for the benefit of, all or a class of creditors.
  5. The taking of any action to seize, attach, take possession of or appoint a custodian, receiver, liquidator or manager in respect of the Contributor or any of its shares or property.
  6. Any other event or condition, which could have a material adverse impact on the Contributor’s ability to meet its Capital Commitment to the Fund or comply with this Agreement.
     1. It shall promptly inform any change in their immediate, intermediate or ultimate ownership to the Investment Manager/Trustee and subject to this Agreement, undertake all the necessary compliances and provide necessary information as requested by the Investment Manager/Trustee.
     2. It is fully aware of the terms and conditions including risk factors mentioned in the Trust Documents and has accepted the same unconditionally.

[B] In case of an individual Contributor:

* + 1. He is a citizen/resident of India (or a non-resident Indian) or of any other country from where the investment/contribution is not prohibited under the Applicable Laws.

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* + 1. He shall promptly inform any change in the residential status to the Investment Manager and subject to this Agreement, undertake all the necessary compliances in order to continue his investments with the Fund.
    2. He has read the terms and the conditions mentioned in the Trust Documents including the risk factors and accept the same unconditionally.
    3. He has the full power, capacity and authority to execute, deliver and perform this Agreement and has taken all necessary sanctions and approvals (statutory or otherwise) to authorize the execution, delivery and performance of this Agreement by him and this Agreement is a legal, valid and binding obligation of the Contributor, enforceable against the Contributor in accordance with its terms.
    4. He is not a party to or otherwise bound by any agreement which would in any way affect the performance of his obligations under this Agreement and there are no existing or threatened actions or proceedings against him which, if decided against him, would have a material adverse effect on him or his business, properties and assets or on his ability to perform his obligations under this Agreement.
    5. Any amount contributed and to be contributed under this Agreement is and will be through legitimate sources only and does not and will not involve and is not and will not be designated for the purpose of any contravention or evasion of the provisions of the Income-tax Act, 1961, Prevention of Money Laundering Act, 2002, Prevention of Corruption Act, 1988 and/or any other Applicable Law in force and also enacted by the Government of India from time to time or any rules, regulations, notifications or directions issued thereunder.
    6. None of the following has occurred and is subsisting and no notice in connection therewith has been served in relation to the Contributor:
       1. An application to a court for an order, or the making of any order, that he be declared an insolvent or any of his assets be placed in bankruptcy.
       2. The taking of any action to seize, attach, take possession of or appoint a custodian, receiver, liquidator or manager in respect of any of his assets or property.
       3. Any other event or condition, which could have a material adverse impact on the Contributor's ability to meet its Capital Commitment to the Fund.
    7. It shall promptly inform any change in the information provided to the Investment Manager/Trustee and subject to this Agreement, undertake all the necessary compliances and provide necessary information as requested by the Investment Manager/Trustee.
    8. It is fully aware of the terms and conditions including risk factors mentioned in the Trust Documents and has accepted the same unconditionally.
  1. *Representations by the Investment Manager*

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

* + 1. It is duly incorporated under Indian law and has the power to conduct its activities as presently conducted.
    2. It has the full power, capacity and authority to execute, deliver and perform this Agreement and has taken all necessary sanctions and approvals (statutory or otherwise) to authorize the execution, delivery and performance of this Agreement and this Agreement constitutes a legal, valid and binding obligation of the Investment Manager, enforceable against the Investment Manager in accordance with its terms.
    3. None of the following have occurred and is subsisting and no notice in connection therewith has been served in relation to the Investment Manager:
       1. An application to a court for an order, or the making of any order, that it be wound up, that a liquidator, receiver or custodian be appointed of the Investment Manager or any of its assets or that it be placed in bankruptcy;
       2. A resolution for winding up;
       3. The convening of a meeting or passing of a resolution to appoint a liquidator;
       4. A scheme of compromise or arrangement, reconstruction;
       5. The taking of any action to seize, attach, take possession of or appoint a receiver, liquidator or manager in respect of the Investment Manager or any of its property/assets.
    4. It has no outstanding obligations or liabilities which might materially and adversely affect its financial condition or of the Fund.
    5. It is not currently engaged in or threatened by any litigation whose outcome might materially and adversely affect its financial condition or that of the Fund.
    6. It has not incurred any indebtedness which is secured by any mortgage, pledge, charge or lien on the Contribution Fund (unless done in accordance with the Applicable Laws) or that is inconsistent with its duties, responsibilities and obligations towards the Fund or the Contributors thereof.
    7. It has not guaranteed or entered into any arrangement for guaranteeing the debts of any other company / LLP such that it is inconsistent with its duties, responsibilities and obligations towards the Fund or the Contributors thereof.
    8. All Government approvals and statutory permissions to the extent and as are necessary for the execution of this Agreement and the creation of the Trust and the Fund, and for receiving the Drawdown and issuance of Units, have been obtained either in principle or finally and that the investment by the Contributors in the Fund will be valid, legal and binding under the Applicable Laws.
    9. The proceeds of the Capital Contributions will be used for the purposes described in the Indenture and the Memorandum.
  1. *Acknowledgment*

Each Party acknowledges that it has made representations hereinabove in this **Clause 5** on the faith and strength whereof the Parties have entered into this Agreement. Each Party warrants that each of its representations is true and correct and not misleading in any material aspect.

# Conditions of Capital Contribution

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

* 1. all governmental or other necessary approvals, licenses, certificates or consents as may be required by the Investment Manager having been obtained for;
  2. issuance of Units represented by the Statement of Accounts to the Contributors against their Capital Contribution in a reasonable timeframe; and
  3. the due execution and delivery of this Agreement and other relevant documents and agreements.

# Conditions applicable during the currency of this Agreement

* 1. *Utilization of the Capital Contribution*

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

* 1. *General Covenants*

1. The Investment Manager shall:
   * + - 1. maintain accounting records and books of accounts and other records adequate to reflect truly and fairly the financial position of the Contribution Fund.
         2. inform the Contributors if any application for winding up/dissolution has been admitted against the Investment Manager.

# Fund Expenses, Costs and Fee

* 1. *Fund Expenses*

The Fund will be responsible for the following costs and expenses related to its own operations whether incurred directly by the Fund or by the Trustee or the Investment Manager for and on behalf of the Fund (“**Fund Expenses**”):

* 1. Management Fee;
  2. Operating Expenses;
  3. Set-up Expenses; and
  4. Other fees and expenses as provided under the Trust Documents.
  5. *Operating Expenses*

The annual operating expenses of the Fund (“**Operating Expenses**”) will be borne by the Fund at actuals and allocated to the holders of all Classes/Subclasses of Units subject to a limit as specified in **Annexure A** hereto (excluding Management Fee, Set-up Expenses, Other Expenses which shall be charged to the Fund on actuals, over and above the limit on Operating Expenses).

The Operating Expenses shall *inter alia* consist of the following:

* Expenses incurred in the operation of the Fund;
* Statutory, legal, accounting audit, custody, consulting, valuation, any other third party fees and operating expenses related to the Fund and other professional fees, including any fee payable to RTAs;
* Expense incurred by the Fund for collection of Capital Commitments;
* Banking, registration, qualification, depositary and similar fees or commissions;
* Interest on borrowings;
* Trusteeship Fees;
* Costs of financial statements and other reports (including reports to Contributors) and meetings of the Investment Manager;
* Expenses in connection with meetings of the Investment Committee and any other board or committee of the Fund constituted in accordance with the Trust Documents;
* Expenses in connection with meetings of the Contributors (travel, accommodation and out-of-pocket expenses of Contributors will be borne by themselves);
* Expenses in connection with Fund Investments including due diligence expenses, brokerages, site visits of Investment Manager and other travel expenses incurred in relation to Fund Investments;
* Expenses associated with maintenance of books of accounts and other records of the Fund;
* Expenses reimbursable to the Trustee;
* Reasonable expenses reimbursable to the members of the Advisory Committee in connection to the meetings of the Advisory Committee (travel and out-of-pocket expenses of members will be borne by themselves);
* Administration, communication, advertising, promotional, operating and transactional expenses (including bank charges) incurred by the Fund;
* Fees payable to banks, merchant banks and any consultants for providing services to the Fund;
* Reasonable premiums for insurance for protecting the directors, partners, officers, shareholders, employees and agents of the Trustee, Sponsor and Investment Manager of the Fund;
* Proportionate liquidation expenses of the Trust and the Fund; and
* All other costs, expenses, charges, levies, duties, administrative, statutory, revenue levies and other incidental costs, fees, expenses not specifically covered above arising out of or in the course of managing or operating the Fund.

To the extent in any financial year, the Operating Expenses of the Fund exceeds or is less than the threshold mentioned hereinabove, then the difference shall be carried forward to increase/decrease (as the case maybe), the threshold of the Operating Expense in the following year.

Any such costs and expenses incurred by the Investment Manager shall be reimbursable by the Fund to the Investment Manager .

Operating Expenses incurred by the Fund over and above the aforementioned limit shall be borne by the Investment Manager.

The Investment Manager will have the discretion to reduce or waive the Operating Expenses applicable to an Investor/Class of Units. It is clarified that such reduction or waiver shall not impact any other Investor in a negative manner and any amount arising out of such reduction or waiver shall be borne by the Investment Manager.

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

* 1. *Management Fee*

As a consideration for the services to be rendered by the Investment Manager, the Fund shall pay Management Fee to the Investment Manager.

The payment of Management Fee to the Investment Manager in connection with the Fund in respect of Class A1 Units, Class A2 Units, Class B Units, Class C Units, Class G1 Units, Class G2 Units and such other Classes/Subclasses of Units as may be designated by the Investment Manager, will accrue and commence from the First Closing and shall be payable annually in advance.

The financial year, that is, April 1 to March 31, shall be referred to for the purpose of calculating the Management Fee, and for any periods shorter than a complete financial year, the Management Fee shall be calculated on a *pro rata* basis.

The Management Fee shall be charged to the Contributor at the rate as specified in **Annexure A** hereto.

The Investment Manager will have the discretion to reduce or waive the Management Fee applicable to an Investor/Class of Units.

The Management Fee payable to the Investment Manager shall be exclusive of all applicable indirect Taxes (including GST) and levies, if any, leviable or that may become leviable under Applicable Law on such Management Fee and any other pay-outs to the Investment Manager and its affiliated entities (including Sponsor and its affiliates), which may be payable in addition, and the same shall be borne by the Fund and allocated to the holders of Class A1 Units, Class A2 Units, Class B Units, Class C Units, Class G1 Units, Class G2 Units and such other Classes/Subclasses of Units as may be designated by the Investment Manager, as applicable.

The Management Fees shall be paid after appropriate withholding of Taxes as per Applicable Law.

* 1. *Set-Up Expenses*

The set-up expenses shall be charged to the holders of Class A1 Units, Class A2 Units, Class B Units and Class G1 Units and such other Classes/Subclasses of Units as may be designated by the Investment Manager at actuals subject to a limit as specified in **Annexure A** hereto (“**Set-up Expenses**”).

The Set-up Expenses shall include the following:

* setting up and offering costs;
* costs involved in marketing of the Fund;
* costs directly attributable to the establishment of the Fund and obtaining or maintaining various licenses, approvals and registrations, registration expenses;
* commitment or similar fees;
* legal and professional expenses (including fees paid for legal opinions, if any) incurred in relation to the preparation and negotiation of the Trust Documents or any other documents applicable to the Fund;
* printing costs in relation to the Trust Documents;
* stamp duty and registration charges;
* travel expenses of the Investment Manager team for the execution of the respective Agreements.

The Set-up Expenses payable shall be exclusive of all applicable Taxes (including GST) and levies, if any, leviable on such Set-up Expenses and the same shall be borne by the Fund and allocated to the holders of Class A1 Units, Class A2 Units, Class B Units, Class G1 Units and such other Classes/Subclasses of Units as may be designated by the Investment Manager, as applicable.

No Set-up Expenses shall be charged to the holders of Class C Units and Class G2 Units.

Set-up Expenses incurred by the Fund over and above the aforementioned limit shall be borne by the Investment Manager.

The Investment Manager will have the discretion to reduce or waive the Set-up Expenses applicable to an Investor/Class of Units from time to time. Set-up Expenses waived or incurred over and above such reduced limit shall be borne by the Investment Manager. It is clarified that such reduction or waiver shall not impact any other Investor in a negative manner and any amount arising out of such reduction or waiver shall be borne by the Investment Manager.

* 1. *Trusteeship Fees*

The trusteeship fees shall be paid in accordance with the terms agreed with the Trustee in the offer letter (as may be amended from time to time). Presently, the Trusteeship fees is as follows:

1. *Upfront fees*: INR 100,000 (Indian Rupees One Lakh only)
2. *Annual fee*: INR 50,000 (Indian Rupees Fifty Thousand only)

The Trusteeship Fees shall be payable by the Fund and allocated to holders of all the Classes of Units.

The Trusteeship Fees shall be exclusive of all applicable Taxes (other than withholding tax, leviable on such Trusteeship Fees under the Applicable Laws) and levies, if any, leviable on such Trusteeship Fees, from time to time, and any out-of-pocket expenses as may be incurred by the Trustee.

* 1. *Other Expenses*

In addition to the Set-up Expenses, Operating Expenses, Trusteeship Fees and Management Fees, the Fund will be responsible for all costs and expenses at actuals related to its own operations whether incurred directly by the Fund or by the Trustee or the Investment Manager for and on behalf of the Fund, and will be allocated *pro rata* to the holders of all Classes of Units and shall generally be met out of the Capital Contributions made to the Fund by the Contributors and/or Investment Proceeds including, without limitation (“**Other Expenses**”):

* All Taxes, fees, and other governmental charges applicable to the Fund and its assets including any GST, indirect Taxes or statutory charges charged on expenses or any pay-outs by the Fund;
* Expenses incurred in connection with any indemnification obligations;
* Expenses incurred in relation to listing of the Fund and managing the listing;
* Any expenses directly attributable to buy and sell of the Fund Investments (such as banker’s expenses, brokerage etc.); and
* Any litigation and any other extraordinary and non-recurring expenses.
  1. *Expenses of the Investment Manager*

The Investment Manager shall bear all its operational and administrative expenses post the setting up of the Fund and make its own provision for the following:

1. Office space, salary and personnel cost;
2. Office equipment;
3. Regulatory compliance and reporting;
4. Preparation and filing of the audited financial statements; and
5. Preparation of tax returns of the Investment Manager.
   1. *Placement Costs*

The Fund may use the services of arrangers, distributors or placement agents, as may be necessary from time to time (“**Placement Agent/s**”).

Such Placement Agents may charge a placement cost at their discretion, which would be borne by the Contributors who are sourced through such Placement Agents (“**Non-Direct Plan Investors**”), up to 2% (two percent) of the Capital Commitment of such Contributors (“**Placement Cost**”).

The Placement Cost limit mentioned herein above shall be exclusive of GST and any applicable Taxes leviable on such Placement Cost, the same shall be borne by Non-Direct Plan Investors.

Placement Costs charged in the manner provided above, shall not be allocated to Contributors coming in the Fund directly and the pro-rata invested capital of such direct plan Contributors will be computed/adjusted accordingly.

# Default

* 1. Payment of Capital Contributions when due is of essence, and any default by a Contributor in the payment thereof would cause injury to the Fund and to the other non-defaulting Contributors. The default by a Defaulting Contributor (as defined below) may result in the loss of rights and privileges linked to the Units held by him in the Fund. Any penalty levied on the Defaulting Contributor (as envisaged below) shall be the amount of liquidated damages payable to the Fund by the Defaulting Contributor as a consequence of default of his contractual obligations.
  2. Any Contributor failing to contribute any portion of its Capital Commitment pursuant to a Drawdown Notice, within 15 (fifteen) Business Days from the date of Drawdown Notice, may be declared as a “**Defaulting Contributor**” by the Investment Manager. The Investment Manager shall have the authority to condone a delay in payment of any portion of Capital Commitment by a Contributor; provided, that such delay does not extend beyond 30 (thirty) calendar days from the due date (“**Grace Period**”). It is clarified that the Contributors who pay the Capital Contribution requested pursuant to Drawdown Notice within the Grace Period shall not be treated as Defaulting Contributors.
  3. The Investment Manager shall, at its absolute discretion, be entitled to enforce against the Defaulting Contributor *inter alia* singly, or in combination, any of the action/s as stated below:
* reduce the Capital Commitments of the Defaulting Contributor to the amount of Capital Contributions made by such Defaulting Contributor; and/or
* enforce the Defaulting Contributor’s obligations through pursuing any rights and remedies the Fund may have against the Defaulting Contributor, including by taking legal or other action against the Defaulting Contributor as more fully set out in this Agreement and the Indenture; and/or
* suspend or terminate the Defaulting Contributor’s right to receive any distributions. However, the Defaulting Contributor shall remain fully liable to the creditors of the Fund, to the extent permitted by Applicable Law, for the amount payable by the Contributor as if such default had not occurred. It is clarified that, the Management Fees (including Tax liabilities) and any penalty interest levied thereon agreed to be paid by the Defaulting Contributor shall be deducted from the existing contributed funds of such Defaulted Contributor; and/or
* suspend or terminate the Defaulting Contributor’s obligation and right to make future payments towards its Capital Commitment; and/or
* following the date of default, not allocate any items of gains to the Defaulting Contributor; and/or
* cease to share any information or reports relating to the Fund with the Defaulting Contributor till the default is cured; and/or
* require additional contribution (over and above the Capital Commitment) calculated by applying a penal interest rate of up to 18% (eighteen percent) per annum, on the Capital Contribution mentioned in the Drawdown Notice, from the date of the Drawdown Notice to the date of actual remittance of the amount (such defaulted Capital Contribution plus additional contribution in accordance with this Clause being the “**Default Amount**”). Any Tax implications on such additional contribution shall be borne by the Defaulting Contributor and not by the Fund/Investment Manager; and/or
* forfeit, without compensation, some or all Units subscribed by the Defaulting Contributor. Upon such forfeiture being effected, the Defaulting Contributor shall cease to be entitled to any rights including the right to demand refund of its forfeited portion of the Capital Contribution to the Contribution Fund; and/or
* prohibit the Defaulting Contributor from participating in any subsequent Contributor vote, meeting, consent or decision to be made by the Fund or any other board or committee of Investment Manager (as applicable); and/or
* sell the Defaulting Investor’s Units to other non-defaulting Investors and/or to third parties at a price as solely decided by the Investment Manager, subject to Applicable Laws. Any Tax implications arising from such sale of Units shall be borne by the respective transferor/transferee and in no case shall be borne by the Fund and/or the Investment Manager; and/or
* offset amounts otherwise distributable to such Defaulting Contributor against the Default Amount, Fund Expenses and Tax liabilities; and/or
* recover the following from the Defaulting Contributor, which if not paid, will give rise to a new default, or set off the same against sums otherwise distributable to the Defaulting Contributors: (a) all due Operating Expenses; (b) due Management Fee; (c) any cost incurred by the Fund as a result of taking actions against the Defaulting Contributor; and (d) any other amount for which it is liable to pay to the Fund as per Applicable Laws and under this Agreement; and (e) indemnification or any other obligations under this Agreement.
  1. Any or all of the above actions subject to the Applicable Laws may be waived by the Investment Manager. Any Taxes arising as a consequence of such actions shall be separately recoverable from the Defaulting Contributor.
  2. In the event the Units of a Defaulting Contributor are forfeited, such forfeiture shall include all dividends, interest, gains and distributions declared but unpaid and all payments made by the Contributor in respect of such Units. Any Units so forfeited may be disposed-off by the Investment Manager, and the proceeds of disposal (if any) shall accrue to the Fund. Upon such forfeiture being effected, the Defaulting Contributor shall cease to be entitled to any rights (including the right to demand refund) in respect of its contribution to the Fund. The Units not so forfeited may be redeemed at such price as may be determined by the Investment Manager, subject to Applicable Laws, and shall be calculated after taking into account any expenses (including Management Fees that may accrue), deductions, losses and Taxes (as applicable on forfeiture of shares) allocated to such Defaulting Contributor. All Tax liabilities arising with respect to income on Units held by Defaulting Contributor or such forfeiture and/or redemption of Units shall be borne by the Defaulting Contributor.
  3. Notwithstanding the above, the Investment Manager may, at its sole discretion and based on the needs of the Fund, allow Capital Contributions already made by the Defaulting Contributor to remain invested and to be returned to the Defaulting Contributor at the time of disposal of the Fund’s investments in Portfolio Companies, together with distributions (net of applicable taxes) to other Contributors.
  4. In the event of any forfeiture of Units of a Defaulting Contributor, the *pro rata* share of the other non-defaulting Contributors shall get automatically realigned based on such reduction in the Corpus of the Fund.
  5. Any additional amounts collected from the Defaulting Contributor and/or in respect of sale/transfer of Units of such Defaulting Contributor, shall be retained by the Investment Manager as part of the Contribution Fund to be utilized towards satisfaction of Fund Expenses and the balance, if any, shall be distributed upon termination of the Fund or in the alternative shall be immediately distributed amongst the existing non-defaulting Contributors in proportion to their respective Capital Contributions, subject to applicable withholding or payment of Taxes, and shall be subject to recall by the Investment Manager.
  6. Notwithstanding the above actions taken by the Investment Manager, the Defaulting Contributor will remain liable to pay to the Fund (as applicable):

1. Default Amount;
2. any amounts for which it is liable to pay to the Fund under the Indenture and/or this Agreement; and
3. Any Taxes which become payable by the Fund on account of default made by such Defaulting Contributor.
   1. The Investment Manager may take different action/s against different Defaulting Contributors and shall not in any way be liable to any Contributor or other person for any such actions taken or for any inconsistency in the application of any actions following a default by a Defaulting Contributor.
   2. The Investment Manager whilst applying/exercising any of the abovementioned default provisions with respect to the Contributors which are feeder fund/s, shall apply the same on a “look-through” bases with respect to each feeder fund as if each investor therein were a direct investor in the Fund.
   3. In the event of the death of an Investor (“**Deceased Investor**”), the Investment Manager, may in its discretion, take any action in respect of the Capital Commitment and/or Units of such Deceased Investor as set forth below subject to Applicable Laws. The legal heir of the Deceased Investor, or in case a nominee has been notified by the Deceased Investor to the Investment Manager before his/her death then such nominee, shall be deemed to be the successor of the Deceased Investor, subject to compliance under the Applicable Laws and completion of procedural requirements of the Investment Manager including execution of such necessary documentation as may be prescribed by the Investment Manager. The actions that the Investment Manager may take shall include but not be limited to permitting the legal heir/successor of the Deceased Investor to substitute the Deceased Investor in the Fund by transmission of the Units to the legal heir/successor and/or such legal heir/successor agreeing to honour Capital Commitment of such Deceased Contributor; providing an exit in respect of the Units of such Deceased Investor; exempting the Capital Commitment of the Deceased Investor from any penal actions due to default on such Capital Commitment, etc.

It is hereby clarified that in the case of joint Investors, the surviving Investor shall be deemed to be the sole Investor on the demise of another Investor.

Further, it is hereby clarified that any actions by the Investment Manager as stated above on death of a Contributor, shall constitute full and valid discharge of the Trustee and/or the Investment Manager and/or the Fund of any liability towards the legal heirs of the Deceased Investor.

# Distribution

# The Fund will receive proceeds by way of dividends, returns, capital appreciation, interest or other forms of receivable or any other capital receipt or receivable as may be permitted by Applicable Law from the Fund Investments, Temporary Investments, returns/yield on Fund Investments and cash proceeds realized from the disposition of the Fund Investments, Temporary Investments and any other forms of cash receivables as may be permitted by Applicable Law from Fund Investments after taking into account any sale expenses from disposal of the Fund Investments (“Investment Proceeds”).

# The Fund is entitled to retain or withhold from any Investment Proceeds or Capital Contributions, amounts necessary to create, as deemed appropriate by the Investment Manager (in the manner as provided under the Indenture), appropriate reserves for Fund Expenses and liabilities of the Fund, as well as for any required Tax withholdings or any Tax retention or provisions for Taxes which might arise during or post the expiry of the Term of the Fund.

# Investment Proceeds as reduced by Fund Expenses, Taxes, costs, other Fund liabilities, reserves and Reinvestment Amount (if any) as provided herein (“Distribution Proceeds”) shall be distributed by the Investment Manager from time to time and no redemption at the discretion of any Contributor would be permitted during the Term.

# The Investment Manager will determine the level of distributions based on financial results and cash flows, after taking into consideration all necessary provisions and subject to any restrictions imposed by Applicable Laws. The Investment Manager will make the distributions out of the Distribution Proceeds within a reasonable period. Payment of distributions shall be made to the bank accounts of Contributors through Real Time Gross Settlement or National Electronic Funds Transfer payment systems of the RBI or by way of cheque, as may be decided by the Investment Manager.

# The Distribution Proceeds will be concurrently allocated/apportioned to the holders of Class A1 Units, Class A2 Units, Class B Units, Class C Units, Class G1 Units and Class G2 Units and any further Classes/ Subclasses (if any), in proportion to their respective Invested Funds. The Distribution Proceeds allocated to the respective Classes/Subclasses will be further allocated within the Classes/Subclasses in proportion to their respective Invested Funds.

# It is hereby clarified that allocation of Distribution Proceeds to the Excused Contributor shall be in accordance with Clause 11 (*Excuse and Exclusion*).

# The Investment Manager shall be entitled to reinvest any Distribution Proceeds in accordance with Clause 2.18 (*Reinvestment*).

# The Distribution Proceeds allocated to each Contributor shall be distributed by the Investment Manager to the respective Contributor in the manner provided below and no redemption at the discretion of any Contributor would be permitted during the Term. The distribution shall be subject to withholding of taxes by the Fund, as applicable. It is clarified herein that any distribution (based on the above allocation/apportionment) by the Fund amongst the Contributors in a Class/Subclass, shall be made concurrently/simultaneously in the manner provided below:

1. **Class A1 Distribution Waterfall**

The Distribution Proceeds so allocated to the holders of Class A1 Units,(“**Class A1 Distribution Proceeds**”) shall be distributed as follows:

* + - 1. **Return of Capital**: 100% (one hundred percent) of the Class A1 Distribution Proceeds will be distributed to the holders of Class A1 Units, until the cumulative distributions are equal to 100% (one hundred percent) of their respective aggregate Capital Contributions;
      2. **Hurdle Rate of Return**: Thereafter, 100% (one hundred percent) of the Class A1 Distribution Proceeds will be distributed to the holders of Class A1 Units, until a cumulative amount equal to Hurdle Rate of Return on the amounts described in clause (i) above has been distributed in respect of the Class A1 Units;
      3. **Catch-up**: Thereafter, 100% (one hundred percent) of the Class A1 Distribution Proceeds will be distributed to the holders of Class C Units and such other Classes/Subclasses of Units as may be designated by the Investment Manager, in such manner as the Investment Manager may determine, until the aggregate amount distributed under this clause (iii) equals 20% (twenty percent) of the aggregate of the amounts distributed under clause (ii) above and this clause (iii);
      4. **Residual Distribution**: Thereafter, any balance Class A1 Distribution Proceeds shall be distributed to the holders of Class A1 Units and the holders of Class C Units and such other Classes/Subclasses of Units as may be designated by the Investment Manager, simultaneously in the following ratio:
  1. Holders of Class A1 Units: 80% (eighty percent);
  2. Holders of Class C Units and such other Classes/Subclasses of Units as may be designated by the Investment Manager: 20% (twenty percent) in such manner as the Investment Manager may determine.

1. **Class A2 Distribution Waterfall**

The Distribution Proceeds so allocated to the holders of Class A2 Units,(“**Class A2 Distribution Proceeds**”) shall be distributed as follows:

1. **Return of Capital**: 100% (one hundred percent) of the Class A2 Distribution Proceeds will be distributed to the holders of Class A2 Units, until the cumulative distributions are equal to 100% (one hundred percent) of their respective aggregate Capital Contributions;
2. **Hurdle Rate of Return**: Thereafter, 100% (one hundred percent) of the Class A2 Distribution Proceeds will be distributed to the holders of Class A2 Units, until a cumulative amount equal to Hurdle Rate of Return on the amounts described in clause (i) above has been distributed in respect of the Class A2 Units;
3. **Catch-up**: Thereafter, 100% (one hundred percent) of the Class A2 Distribution Proceeds will be distributed to the holders of Class C Units and such other Classes/Subclasses of Units as may be designated by the Investment Manager, in such manner as the Investment Manager may determine, until the aggregate amount distributed under this clause (iii) equals 20% (twenty percent) of the aggregate of the amounts distributed under clause (ii) above and this clause (iii);
4. **Residual Distribution**: Thereafter, any balance Class A2 Distribution Proceeds shall be distributed to the holders of Class A2 Units and the holders of Class C Units and such other Classes/Subclasses of Units as may be designated by the Investment Manager, simultaneously in the following ratio:
   1. Holders of Class A2 Units: 80% (eighty percent);
   2. Holders of Class C Units and such other Classes/Subclasses of Units as may be designated by the Investment Manager: 20% (twenty percent) in such manner as the Investment Manager may determine.

1. **Class B Distribution Waterfall**

The Distribution Proceeds so allocated to the holders of Class B Units (“**Class B1 Distribution Proceeds**”)shall be distributed as follows:

1. **Return of Capital**: 100% (one hundred percent) of the Class B Distribution Proceeds will be distributed to the holders of Class B Units, until the cumulative distributions are equal to 100% (one hundred percent) of their respective aggregate Capital Contributions;
2. **Hurdle Rate of Return**: Thereafter, 100% (one hundred percent) of the Class B Distribution Proceeds will be distributed to the holders of Class B Units, until a cumulative amount equal to Hurdle Rate of Return on the amounts described in clause (i) above has been distributed in respect of the Class B Units;
3. **Catch-up**: Thereafter, 100% (one hundred percent) of the Class B Distribution Proceeds will be distributed to the holders of Class C Units and such other Classes/Subclasses of Units as may be designated by the Investment Manager, in such manner as the Investment Manager may determine, until the aggregate amount distributed under this clause (iii) equals 20% of the aggregate of the amounts distributed under clause (ii) above and this clause (iii);
4. **Residual Distribution**: Thereafter, any balance Class B Distribution Proceeds shall be distributed to the holders of Class B Units and the holders of Class C Units and such other Classes/Subclasses of Units as may be designated by the Investment Manager, simultaneously in the following ratio:
5. Holders of Class B Units: 80% (eighty percent);
6. Holders of Class C Units and such other Classes/Subclasses of Units as may be designated by the Investment Manager: 20% (twenty percent) in such manner as the Investment Manager may determine.
7. **Class G1 Distribution Waterfall**

The Distribution Proceeds so allocated to the holders of Class G1 Units (“**Class G1 Distribution Proceeds**”)shall be distributed as follows:

1. **Return of Capital**: 100% (one hundred percent) of the Class G1 Distribution Proceeds will be distributed to the holders of Class G1 Units, until the cumulative distributions are equal to 100% (one hundred percent) of their respective aggregate Capital Contributions;
2. **Hurdle Rate of Return**: Thereafter, 100% (one hundred percent) of the Class G1 Distribution Proceeds will be distributed to the holders of Class G1 Units, until a cumulative amount equal to Hurdle Rate of Return on the amounts described in clause (i) above has been distributed in respect of the Class G1 Units;
3. **Catch-up**: Thereafter, 100% (one hundred percent) of the Class G1 Distribution Proceeds will be distributed to the holders of Class C Units and such other Classes/Subclasses of Units as may be designated by the Investment Manager, in such manner as the Investment Manager may determine, until the aggregate amount distributed under this clause (iii) equals up to 20% of the aggregate of the amounts distributed under clause (ii) above and this clause (iii);
4. **Residual Distribution**: Thereafter, any balance Class G1 Distribution Proceeds shall be distributed to the holders of Class G1 Units and the holders of Class C Units and such other Classes/Subclasses of Units as may be designated by the Investment Manager, simultaneously in the following ratio:
5. Holders of Class G1 Units: Balance amount;
6. Holders of Class G1 Units and such other Classes/Subclasses of Units as may be designated by the Investment Manager: up to 20% (twenty percent) in such manner as the Investment Manager may determine.

(all such amounts distributed to the holders of Class C Units and such other Class/es of Units as may be designated by the Investment Manager under clauses I(iii), I(iv)(b), II(iii), II(iv)(b), III(iii), III(iv)(b), IV(iii), IV(iv)(b), above are hereinafter referred to as the “**Additional Return**”).

1. **Class C Distribution Waterfall**

The Distribution Proceeds (other than Additional Return) so allocated to the holders of Class C Units (“**Class C Distribution Proceeds**”) will be distributed to the holders of Class C Units.

The Additional Return allocated to holders of Class C Units shall be apportioned amongst the holders of Class C Units as per their respective Agreements.

1. **Class G2 Distribution Waterfall**

The Distribution Proceeds so allocated to the holders of Class G2 Units (“**Class G2 Distribution Proceeds**”) will be distributed to the holders of Class G2 Units.

# The Investment Manager may make *in-specie* distribution in the manner prescribed under Clause 10.15 (*Distribution in-kind*).

# The Fund will not be required to make any distribution: (i) unless there is sufficient cash available; or (ii) if it would render the Fund insolvent; or (iii) which, in the Investment Manager’s/Trustee’s opinion, would or could leave the Fund with insufficient funds or income to meet any present or future contemplated obligations, liabilities or contingencies including Tax liabilities.

# Any Taxes, duties, charges and levies suffered as withholding Tax or paid by the Trustee in respect of each Contributor of the Fund or Taxes that are withheld by the Portfolio Companies including in the nature of buy-back tax levied by the Portfolio Companies shall be deemed to form part of the distributions to such Contributor as on date when such Taxes, duties, charges and levies are deducted or paid, as the case may be. The Trustee or Investment Manager shall, before distribution of gains arising out of the investments to all the Contributors or on deemed distribution of gains arising out of investments to the Contributors, withhold and / or discharge appropriate Taxes as per Applicable Laws. Such Taxes withheld will be treated as if it were and deemed to be a distribution to the Contributors and will be taken into account in calculating future distributions by the Fund as may be applicable.

# If and to the extent that Fund is required to withhold or pay any Taxes (whether at the time of distributions or otherwise) in relation to, on behalf or allocable to any Contributor, such Contributor shall be deemed to have received a payment from Fund, as of the time that such Tax is required to be paid, which payment will be deemed to be a distribution with respect to such Contributor in relation to its interest in Fund and will be taken into account in calculating future distributions by Fund as may be applicable for the calculation of hurdle rate. Fund may make Tax distributions to the Contributors in respect of gain and other income from Investments in amounts intended to enable Contributors to pay their respective Tax obligations (or that of their direct or indirect owners, if applicable).

# The amounts distributed as Additional Return, shall be exclusive of any Taxes (other than direct taxes), which shall be payable as applicable, in addition and shall be borne by the Fund, and allocated to the holders of Class A1 Units, Class A2 Units, Class B Units, Class G1 Units and such other Classes/Subclasses of Capital Units as may be designated by the Investment Manager.

# Distribution Proceeds will be allocated to the Contributors in each Class of Units in the proportion of their respective Invested Funds.

# *Distribution in-kind*: The Investment Manager shall make reasonable efforts to sell the Fund Investments prior to termination of the Fund or otherwise in accordance with the terms of the Trust Documents. If for any reason, the Investment Manager is unable to sell any such Fund Investment prior to the date of termination of the Fund or otherwise in accordance with the Trust Documents, or if the Investment Manager believes, in good faith, that such sale of Fund Investment would not be in the best interests of the Contributors, then the Investment Manager shall make *in-specie* distribution of such Fund Investments, subject to Applicable Laws and obtaining approval from Super-Majority of Contributors, and in accordance with the terms set out under this Clause 10.

# Such *in-specie* distributions of Fund Investments will be made in the same manner and priority as if the Distribution Proceeds equalled the fair market value (which will be determined in good faith by the Investment Manager) and shall be subject to discharge of appropriate withholding of Tax at the time of such distribution, if applicable.

# The restrictions on disposal of assets (if any) applicable to the respective Fund Investments may also be applicable to the Contributors receiving such *in-specie* distribution.

# *Clawback of Additional Return:* At the time of termination or liquidation of the Fund (after the distribution of all of the Fund’s assets and the satisfaction of all of the Fund’s obligations (including without limitation any contingent obligations)), if (i) the Contributors of the Fund have not received an amount equal to their aggregate Capital Contributions and the Hurdle Rate of Return on the respective Capital Contribution in accordance with this Clause 10 or (ii) the Persons entitled to receive Additional Return (“Additional Return Recipients”) have received Additional Return in excess of an amount that would have been distributed to the Additional Return Recipients in the manner detailed in this Clause 10, applied on an aggregate basis covering all Fund Investments, the Investment Manager shall ensure that the Additional Return Recipients shall return such excess amount (less the Taxes actually paid by such Additional Return Recipients) received by the Additional Return Recipients for distributions to the Contributors.

# Excuse and Exclusion

* 1. The Investment Manager may excuse any Contributor (“**Excused Contributor**”) from making (or utilizing such Excused Contributor’s) Capital Contribution towards any proposed Fund Investment by the Fund if the Contributor by virtue of a legal/regulatory requirement has informed the Investment Manager in writing of its inability or limitation to participate in certain types of investments by the Fund.
  2. In the event that one or more Contributors are excluded from participation in an investment, the Investment Manager may, either elect to have the Fund not make the investment or elect to have the Fund make the investment without the participation of such Excused Contributor. In the event the Excused Contributor exercises to not participate with respect to any Portfolio Investment in accordance with its Agreement, such Contributor shall have zero allocation in such Portfolio Investment (or the portion of the Portfolio Investment in which it does not participate) and will not be entitled to receive any distribution of proceeds in respect of such Portfolio Investment (or the relevant portion of the Portfolio Investment). Accordingly, the allocation of such Excused Contributor in other Portfolio Investments will correspondingly increase. It is clarified that the Excused Contributor’s unpaid Capital Commitment will not reduce due to such excusal. For the avoidance of doubt, the Management Fee and Fund Expenses payable by, such Excused Contributor after it is excused from participating in a Portfolio Investment will be calculated based on such Contributor’s original Capital Commitment (as applicable).
  3. The Investment Manager may issue to the non-excused Contributors, new calls for further Capital Contributions to the extent of their respective unpaid Capital Commitment to cover excused or excluded amounts.

# Termination

* 1. The Trust shall terminate in accordance with the terms of the Indenture and Applicable Laws. Without prejudice to the above, the Fund shall terminate on expiry of the Term of the Fund/Trust (as applicable).
  2. Without prejudice to the above, the Investment Manager may, subject to the restrictions contained in the Applicable Laws, at any time before the expiry of the Term, terminate the Fund upon:
     1. the Fund exiting from all Fund Investments and distributing the Distribution Proceeds to the Contributors (as applicable); or
     2. the Trustee (upon recommendation of the Investment Manager) determining that the Fund should be wound up in the interest of the Contributors; or
     3. if the Trust is wound up in accordance with the terms of the Indenture; or
     4. Super-Majority of the Contributors in the Fund pass a resolution at a meeting of Contributors that the Fund be wound up; or
     5. SEBI so directs in the interest of the Contributors.
  3. *Procedure on termination*

The Trustee, through the Investment Manager, shall intimate SEBI and the Contributors of the circumstances leading to the winding up of the Fund. Notwithstanding the termination of the Fund, the Contributors shall continue to remain liable to the following extent:

* + 1. The Fund will continue for such period of time as may be necessary to liquidate existing Fund Investments in an orderly manner (subject to a maximum period of 1 (one) year from the aforesaid date of intimation to the Contributors);
    2. Capital Commitments will not be extinguished to the extent necessary to pay the Fund Expenses and/or liabilities of the Fund under Applicable Laws; and
    3. The Management Fee, fees payable to the Trustee and other fees/costs will continue to be payable (net of applicable taxes) as per provisions of the Trust Documents until the Fund terminates and is dissolved.

Once the Fund liquidates, the proceeds accruing to the Contributors shall be distributed to them after satisfying all liabilities of the Fund in accordance with **Clause 10** of this Agreement.

To achieve effective winding up of the Trust/Fund, the Investment Manager shall:

* + - * take all practical steps to sell all the non-cash assets of the Fund/Trust;
      * shall commence arrangements to pay all the liabilities (including Taxes, if any) of the Trust/Fund including but not limited to the Fund Expenses;
      * return to the extent of the available cash in the Contribution Fund, all outstanding interests in the Fund/Trust in accordance with the terms contained in the Trust Documents; and
      * any other action as may be provided under the Indenture.

The Investment Manager may, subject to obtaining approval from Super-Majority of Contributors, make distributions *in-specie* of the investments which may not have been liquidated at the end of the Term to the Contributors, in accordance with the terms set out under **Clause 10.15**.

* 1. *Removal of Trustee*: The Trustee may be removed by Super-Majority of the Contributors of the Trust, in consultation with the Investment Manager, provided that the removal of the Trustee shall not be effective, unless a new trustee is appointed in its place in accordance with the Indenture.
  2. *Change of the Investment Manager*

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

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

1. the Investment Manager is in material breach of its material obligations under the terms of the Trust Documents for which a written notice has been served upon the Investment Manager (through the Trustee) specifying the nature of breach and the Investment Manager has failed to cure such default within a period of 60 (sixty) days from the date of receipt of such notice by the Investment Manager; or
2. orders of bankruptcy, insolvency, administration, involuntary reorganization or similar proceedings have been passed against the Investment Manager; or
3. the Investment Manager has engaged in Malfeasance in connection with its role as the Investment Manager.

In such an event (if the “Cause” has not been cured), the Super-Majority of Contributors of the Trust may appoint another investment manager.

Notwithstanding anything stated above, upon the removal of the Investment Manager, the Management Fee and Additional Return accrued on Fund Investments made till the date on such removal is effected, shall be due and payable to the Investment Manager or as provided in the Memorandum.

In the event the Investment Manager ceases to be investment manager of the Fund:

1. The Sponsor will no longer be treated as a ‘sponsor’ for the purpose of the Regulations;
2. Additionally, Sponsor and any of its affiliates shall not be under a legally binding obligation to make any further Capital Contribution and for avoidance of doubt shall not be considered a Defaulting Contributor for failing to make such Capital Contribution.

No conditions are envisaged where the Investment Manager shall be ineligible to receive the Management Fee and Additional Return.

# Appointment of new investment manager

* 1. Upon removal/discontinuation of the Investment Manager in terms of Clause 12.5 above, the Trustee on instructions of a Super-Majority of the Contributors shall appoint a new investment manager in its place.
  2. Such appointment of a new investment manager shall be effected by execution of a deed of appointment between the Trustee and new investment manager.
  3. On appointment of a new investment manager, the Contribution Fund shall vest with the new investment manager. The new investment manager shall have all the powers, authorities and discretion, and shall in all respects act and be liable as if originally appointed as an investment manager under the Investment Management Agreement. On appointment of a new investment manager, the Contribution Fund shall be managed by the new investment manager and Trustee and Contributors shall execute necessary documentation for enabling the new investment manager to manage the Contribution Fund/Fund Investments.
  4. The Trustee and Investment Manager shall inform SEBI (as per the Regulations) in case of termination of the Investment Management Agreement and consequent change in the Investment Manager, seek prior approval from SEBI in case of ‘change in control’ (as defined under the Regulations) of the Investment Manager and provide such intimations/seek SEBI approvals from time to time as are required under the Regulations.

# Waiver not to impair rights

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

# Indemnity

* 1. The Fund and each Contributor will indemnify the (i) Investment Manager, Sponsor, Settlor, Trustee and any of their respective officers, directors, partners, shareholders, employees, and agents, (ii) members of the Investment Committee and any other board or committee of the Investment Manager contemplated in the Trust Documents or any other party as may be decided by the Investment Manager in consultation with the members of such board or committee (“**Indemnified Persons**”) against any and all claims, losses, liabilities including Tax liabilities, costs, damages, expenses including legal fees, fee payable towards availing tax advisory services, if any, and amounts paid as settlement claim incurred by them, by reason of their association with the Fund (“**Losses**”) except to the extent such Losses resulted from the Indemnified Person’s Malfeasance.
  2. The Contributor hereby agrees to indemnify and hold harmless the Fund and the Indemnified Persons from and against liabilities, claims, costs, losses, damages and expenses (including reasonable attorneys’ fees and costs) due to or arising out of any inaccuracy or breach of any representation and/or warranty of the Contributor, as set out in **Clause 5.2** of this Agreement.
  3. The Contributor also agrees that any indemnity expressly provided to the Trustee, Investment Manager, Sponsor and other Indemnified Persons, is in addition and without prejudice to any indemnity or right of contribution allowed under Applicable Laws. Provided nevertheless that any provision of this Agreement shall be void insofar as it would have the effect of indemnifying by causing the indemnification of the Indemnified Persons against any liability for breach of duty/trust or any liability which by virtue of any rule of law would otherwise attach to it in respect of any act of Malfeasance, having regard to the provisions of this Agreement.
  4. The Investment Manager may have the Fund purchase, at the Fund’s expense (as part of Operating Expenses), insurance to cover the Investment Manager, Sponsor and/or any other Indemnified Persons against liability for any breach or alleged breach of their fiduciary or similar responsibilities.
  5. The Contributor agrees that the indemnification obligations under this **Clause 15** shall continue beyond the Term and survive the termination of this Agreement.

# Confidentiality

The Contributor shall not disclose any provision of this Agreement or any other information in connection with the Fund, the investments or the Investment Manager, except:

1. to an officer, employee, financier, professional adviser or insurer of the Contributor, provided that such officer, employee, financier or professional adviser is under a similar obligation of confidentiality;
2. to such other Person after obtaining the written consent of the Investment Manager; and
3. as required under Applicable Law, provided that the Contributor shall give prior notice to the Investment Manager regarding such requirement, in order to enable the Fund to procure injunctive relief.

The Investment Manager may disclose to other Contributors, the provisions of this Agreement or any side letter executed in connection therewith, subject to suitable redaction as determined by the Investment Manager

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# Limitation on Liability

* 1. The Investment Manager and the Trustee shall incur no liability in respect of any action taken or thing suffered by them in reliance upon any notice, resolution, direction, consent, certificate, affidavit, statement, certificate of stock, plan of reorganization or (without being limited in any way by the foregoing) other paper or document believed to be genuine and to have been passed, sealed or signed by appropriate authorities or entities. In any event, the liability of the Investment Manager (if any) in respect of the Fund shall be limited to the aggregate Management Fees received by it from the Fund except in case of Malfeasance.
  2. Notwithstanding anything contained herein, the Investment Manager and the Trustee shall incur no liability for any act, done or omitted to be done, in good faith and with *bona fide* intentions. The Investment Manager and the Trustee shall incur no liability to the Contributors for doing or failing to do any act or thing by reason of:
     1. any provision of any present or future law/regulation; or
     2. any decree, order or judgment of any court; or
     3. any request, announcement or similar action (whether of binding legal effect or not) which may be taken or made by any person or body acting with or purporting to exercise the authority of any Government (legally or otherwise), it shall be directed or requested to do or perform or to forbear from doing or performing such act or thing. If for any reason it becomes impossible or impracticable to carry out any of the provisions of these presents, the Investment Manager shall not be under any liability therefore or thereby.
  3. The Investment Manager and the Trustee shall not be responsible to the Contributor for any authenticity of any signature or of any seal affixed to any endorsement on any certificate or to any transfer or form of application endorsement or other document affecting the title to or transmission of Units or of any investments of the Fund or be in any way liable for any forged or unauthorized signature or seal provided that reasonable care is exercised by the Investment Manager and the Trustee in this regard. The Investment Manager and the Trustee shall be entitled but not bound to require that the signature of any Contributor to any document required to be signed by him under or in connection with these presents shall be verified to its or their reasonable satisfaction.
  4. Subject to the Applicable Laws and the Trust Documents, nothing herein contained shall be construed so as to prevent the Investment Manager and the Trustee separately from acting as investment advisor, investment manager or trustee of trusts or funds including alternative investment funds or venture capital funds or private equity funds, and retain for their own use and benefit all remuneration, profits and advantages which it may derive therefrom.

* 1. If the Investment Manager and/or the Trustee is/are requested by any regulatory or Tax authority to provide it with any information regarding the Fund or Contribution Fund and/or the Contributors and the investments and income and/or gains of the Fund and provisions of these presents, and complies with such request in good faith, whether or not it was in fact enforceable, the Investment Manager and/or the Trustee shall not incur any liability to the Contributors or any of them or to any other party as a result of such compliance or in connection with such compliance. However, it/they shall duly inform the Contributors of the same.
  2. The Investment Manager and the Trustee shall not incur any liability by reason of any loss, which a Contributor may suffer by reason of any depletion in the value of the Contribution Fund.
  3. For the avoidance of doubt, it is hereby agreed and declared that references to the Investment Manager and Trustee in this **Clause 17** shall be deemed to include their employees/partners/directors.

# Conflicts of Interest

The Investment Manager may enter into or approve a transaction and/or arrangement which may pose potential conflict of interest (a “**Conflicted Transaction**”), such that Interested Parties may have a direct or indirect interest or concern in such Conflicted Transaction so as to place the Interested Party/ies in a position where its interest therein may conflict with its duty to the Trust or the Fund. The Interested Parties shall exercise a standard of good faith in their dealings with the Fund and any of its Portfolio Entities. The Investment Manager will be transparent and make disclosures with respect to conflicts of interest situation that the Investment Manager determines may have arisen (or which seem likely to arise) between the Interested Parties and the Fund (or any of its Portfolio Entities). The Interested Party/ies shall act in a fiduciary capacity towards the Contributors and shall disclose to the Contributors, all conflicts of interests as and when they arise or seem likely to arise. The Investment Manager shall establish and implement written policies and procedures to identify, monitor and appropriately mitigate conflicts of interest on a continuous basis throughout the Term. The Investment Manager and Sponsor shall abide by high-level principles on avoidance of conflicts of interest with associated person, as may be specified by SEBI from time to time. Any fees charged to the Fund or any Portfolio Entities by an Associate of the Investment Manager and/ or Sponsor shall be disclosed periodically to the Contributors.

# Miscellaneous

* 1. For administrative and operational convenience, the Trustee has delegated to the Investment Manager such powers and duties including management and administration of the Contribution Fund/Investable Funds vested in it under the Indenture and this Agreement. The Trustee shall not interfere with the actions of the Investment Manager so long as these actions are within the powers of the Investment Manager as set forth in the Investment Management Agreement and are consistent with the objectives of the Trust.The Investment Manager will, on behalf of the Trustee and in the Fund’s name, accept Capital Contribution from each of the Contributors.The Investment Manager shall invest the Investable Funds in terms of the Trust Documents and in accordance with the Applicable Laws (including the Regulations) and the Contributor agrees to the same.
  2. *Service of notice* 
     1. Any notice or request to be given or made to the Parties shall be in writing.
     2. Unless otherwise specified in this Agreement, such notice or request shall be deemed to have been given or made when sent through facsimile, electronic mail, registered post or courier at the address of the other Party as specified in **Annexure A** and such notice shall be deemed to have been received by the other Party within 4 (four) days from the date of dispatch of the registered post/courier; within 24 (twenty four) hours from the electronic mail being sent or upon receiving the confirmation of transmission of the facsimile.
  3. *Overriding effect*

This Agreement deemed to include its annexures, exhibits, schedules (if any) and constitutes the entire agreement among the Parties pertaining to its subject matter and supersedes all prior and contemporary agreements and understandings. The Parties intend this Agreement to be the final expression of their agreement with respect to its terms, andthe 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.

* 1. *Effective date of Agreement*

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

* 1. *Partnership or Association*

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

* 1. *Deed of Adherence*

In the event of transfer of a Unit by a Contributor as contemplated in Clause 2.5.6, the Contributor shall provide the Trustee/Investment Manager such identity details of the new contributor as may be required by the Trustee/Investment Manager. The new contributor shall execute, and the Contributor shall ensure that the new contributor executes, a Deed of Adherence and any other documents as required by Investment Manager, acknowledging to be bound by the terms and conditions of the Trust Documents, substantially in accordance with the form attached as **Exhibit B** hereto. Costs and duties with respect to such Deed of Adherence shall be borne by the new contributor. The Contributor hereby acknowledges and agrees that (i) it shall solely be liable for the failure by the new contributor to execute Deed of Adherence as contemplated under this **Clause 19.6**, and (ii) till such time as the new contributor doesn’t execute Deed of Adherence, the Contributor shall be bound by the terms of this Agreement and the Trustee/Investment Manager shall not be bound to recognize the new contributor. Further, it is clarified that none of the Fund, Investment Manager, Trustee and their respective employees, directors, partners and/or agents shall be liable whatsoever for breach by the Contributor in complying with the requirements of this **Clause 19.6**.

* 1. *Governing law*

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

* 1. *Arbitration and Dispute Resolution*
     1. The Parties to this Agreement hereby agree that they intend to discharge their obligations in utmost good faith. The Parties therefore agree that they will, at all times, act in good faith, and make all attempts to resolve all differences howsoever arising out of or in connection with this Agreement by discussion failing which, by arbitration.
     2. The Parties agree that the discussions shall be held in the spirit of resolution of the issues that have arisen between them with the intention of resolving the issues amicably at the earliest. If the applicant is not satisfied with the outcome of the discussions, within 45 (forty-five) days from the receipt of the response, it shall resort to arbitration.
     3. The Parties shall be bound to submit all disputes and differences howsoever arising out of or in connection with this. The Arbitration shall be held before 1 (one) arbitrator of exemplary qualifications and stature, who shall be selected jointly by the Parties, or, if the Parties cannot agree on the selection of the arbitrator, shall be selected in accordance with the Arbitration and Conciliation Act, 1996. The arbitration shall in all be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996.
     4. The arbitrator shall be person of professional repute who is not directly or indirectly connected with any of the Parties to this Agreement and has prior experience as an arbitrator.
     5. The place of arbitration shall be Mumbai. The language to be used in the arbitration proceedings shall be English.
  2. *Grievance Redressal*
     1. The Investment Manager shall designate one of its personnel as the investor relation officer who shall seek to attend to and address any investor query/concern/grievance at the earliest. The Investment Manager will ensure that this official is vested with the necessary authority and independence to handle complaints received from the Investors.
     2. Any dispute unresolved by the above internal grievance redressal mechanism of the Investment Manager, may be submitted to arbitration under the Arbitration and Conciliation Act, 1996 in accordance with **Clause 19.8** of this Agreement.
     3. Without prejudice to anything stated above, the Investor may further register its grievance/complaint through SCORES (SEBI Complaints Redress System) available at http://scores.gov.in, post which SEBI may forward the complaint to the Investment Manager and the Investment Manager will suitably address the same. The Trust’s SCORES registration number is AIF01039.
  3. *Provisions of the Indenture to apply mutatis mutandis to these presents*

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

# Amendments

* 1. Except as otherwise provided under the Applicable Law and Trust Documents, no amendment, change or waiver of any provision of this Agreement shall be binding unless consented to or approved by a Super-Majority of the Contributors of the Fund. Any amendment, change or waiver of any provisions of this Agreement shall be effective from the date of such approval, as if such amendment, change or waiver has been an integral part of this Agreement.
  2. Notwithstanding the above, (i) the Investment Manager in consultation with the Trustee shall have the power to remove any ambiguities/difficulties and make such changes as required to remove ambiguity/difficulty though not affecting any of the rights/obligations/entitlements of the Contributors and/or; (ii) the Parties can mutually amend inter-se provisions of this Agreement (not altering the terms applicable to other Contributors in the Fund) by an instrument in writing.
  3. For the purposes of the above, for administrative convenience, the Fund Parties are authorized by the Contributor to, and shall, execute an amendment to each Agreement for implementing the amendments that become or have become effective pursuant to this **Clause 20**.
  4. If any amendment is made pursuant to this **Clause 20**, the Investment Manager shall notify the Investors of such amendment in writing.

# Counterparts

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

# Survival

Termination of this Agreement shall not affect those provisions hereof that by their nature are intended to survive such termination, including but not limited to the **Clause 2.8.3**, **Clause 5**, **Clause 15**, **Clause 19.7** and **Clause 19.8** of this Agreement.

# Severability

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

# Assignment

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

[*Rest of the page intentionally left blank. Signature page follows.*]

In WITNESS WHEREOF the Parties hereto have executed this Agreement as of the day and year first above written.

1. SIGNED AND DELIVERED by the within named Trustee, **MITCON Credentia Trusteeship Services Limited**,

by the hand of its authorized signatory/director

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. SIGNED AND DELIVERED by within named Investment Manager, **Asha Investment Advisors LLP**,

by the hand of its authorized signatory/partner

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

3. SIGNED AND DELIVERED by the Contributor or by the hand of its authorized signatory

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

# Annexure A

1. **Name of the Contributor**

Mr./Mrs./Messers «=kyc\_full\_name» [residing at] / [having its registered office at] / [having its principal office at] «=kyc\_address»

1. **Amount of Capital Commitment**

The Contributor agrees to contribute an aggregate amount of Rs. «=commitment\_amount»(Rupees «=commitment\_amount\_words»only) being their Capital Commitment.

1. **Class of Unit/s**

On making Capital Contribution, the Fund shall issue Class [\_\_\_\_\_\_] Units to the Contributor in accordance with this Agreement.

1. **Operating Expenses**

At actuals, subject to a limit of [\_\_\_\_\_\_] % p.a. of the aggregate Capital Commitment of the Contributor.

1. **Management Fee**

* During the Commitment Period: [\_\_\_\_\_\_] % p.a. of the aggregate Capital Commitment of the respective Class of Units.
* Upon expiry of the Commitment Period: [\_\_\_\_\_\_] % p.a. of the aggregate Capital Contributions of the respective Class of Units *less* the cost of Fund Investments that have been sold, disposed of, written off or otherwise realized. Provided that any such cost of Fund Investments (that have been sold, disposed of or otherwise realized) shall be considered as part of Capital Contributions to the extent the whole or part thereof is utilised towards making reinvestment by the Fund. Accordingly, any such reinvestment shall be considered as part of Fund Investments.

1. **Set-up Expenses**

[\_\_\_\_\_\_] % of the Corpus.

1. **Details for communication**

As required under **Clause 19.2** of this Agreement the contact details of the Contributor for services of notice and other communication is as below:

|  |  |
| --- | --- |
| Address (if different from Point (1) above) | [\_\_\_\_\_\_\_\_\_\_\_\_] |
| E-Mail | [\_\_\_\_\_\_\_\_\_\_\_\_] |
| Tel No 1 | [\_\_\_\_\_\_\_\_\_\_\_\_] |
| Tel No 2 | [\_\_\_\_\_\_\_\_\_\_\_\_] |
| Fax | [\_\_\_\_\_\_\_\_\_\_\_\_] |

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signed and delivered by the Contributor or by the hand of its authorized signatory

# Exhibit A

**Form of Drawdown notice**

**[ON THE LETTER HEAD OF INVESTMENT MANAGER]**

Date

Mr./Ms. **[\_\_\_\_]**

**Re: Notice of Drawdown for the Fund**

*Dear Sir/Madam,*

This drawdown notice is being issued pursuant to **Clause 2.2** of the Contribution Agreement (the “**Agreement**”) entered into between you, **MITCON Credentia Trusteeship Services Limited** (the “**Trustee**”) and **Asha Investment Advisors LLP** (the “**Investment Manager**”).

In accordance with **Clause 2.2** of this Agreement, the Investment Manager is required to give each contributor 15 (fifteen) Business Days’ notice prior to the date by which the contributors shall be required to contribute capital (the “**Drawdown Date**”). With respect to this notice of drawdown, you are required to make a payment of Rs. **[\_\_\_\_]**, which is **[\_\_\_\_]** % of your total commitment of Rs. **[\_\_\_\_]** to the Fund.

The Drawdown Date for this call is [\_\_\_\_].

The payment is to be made so that the funds are received by the Investment Manager no later than **[\_\_\_\_]** IST on **[\_\_\_\_]**.

Please discuss with your bank when it would be necessary for you to release the funds in order to meet this important deadline.

Please draw your cheque in favour of **[\_\_\_\_]** and send the same to the address noted below:

**Asha Investment Advisors LLP**

*Corporate office and communication address*:

701, Tower 3, Orchard Residency, Behind R City Mall, Ghatkopar West, Mumbai – 400 086, Maharashtra, India.

Alternatively, the wiring instructions are as follows:

Name: **[\_\_\_\_]**

Bank: **[\_\_\_\_]**

For credit to A/c No.: **[\_\_\_\_]**

SWIFT: **[\_\_\_\_]**

Ref: **[\_\_\_\_]** [*Name of Contributor]*

Or please confirm payment by email no later than **[\_\_\_\_]** to: [\_\_\_\_\_\_] (Email: [\_\_\_\_\_] and Telephone No. **[\_\_\_\_\_]**

In your email please also identify the name of your remitting bank so that the Investment Manager can monitor the incoming funds more easily. Thank you in advance for your co-operation and attention to this matter.

Yours faithfully,

\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Authorized Signatory

# Exhibit B

**DEED OF ADHERENCE**

**DEED OF ADHERENCE** made on the **[\_\_\_\_]** day of, **[\_\_\_\_]** (“**Deed**”)

**BY**:

Name of new contributor (the “**New Contributor**”)**.**

**RECITALS**:

1. On **[\_\_\_\_]** day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, **MITCON Credentia Trusteeship Services Limited** (“**Trustee**”), **Asha Investment Advisors LLP** (“**Investment Manager**”) and **[\_\_\_\_]** (Name of Contributor) (“**Original Contributor**”) entered into a Contribution Agreement (the “**Agreement**”).
2. The Memorandum, Indenture, Investment Management Agreement along with this Agreement collectively known as the “**Trust Documents**” forms a part of this Deed.
3. In terms of the provisions of **Clause 2.5.6** of this Agreement, the Original Contributor has transferred his Units/Capital Commitment to the New Contributor and such transfer was taken on record by the Trustee/ Investment Manager on **[***date***]** for which purpose the New Contributor desires to execute this Deed as contemplated under **Clause 19.6** of this Agreement.

**NOW THIS DEED WITNESSES** as follows:

Interpretation

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

Undertaking

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

Enforceability

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

Indemnity

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

Governing Law

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

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

SIGNED, SEALED AND DELIVERED by

by the within named [New Contributor]

in the presence of:

Name: **[\_\_\_\_]**

Title: [**\_\_\_\_]**

SIGNED, SEALED AND DELIVERED by

by the within named [Original Contributor]

in the presence of:

Name: **[\_\_\_\_]**

Title: [**\_\_\_\_]**

SIGNED, SEALED AND DELIVERED by

by the within named **Investment Manager**

in the presence of:

Name: **[\_\_\_\_]**

Title: **[\_\_\_\_]**

SIGNED, SEALED AND DELIVERED by

by the within named **Trustee**

in the presence of:

Name: **[\_\_\_\_]**

Title: [**\_\_\_\_]**

1. The Investment Manager has submitted an application with SEBI seeking approval for change in Sponsor , i.e., from Mr. Pramod Bhasin to Asha Principals LLP on November 10, 2022. Upon receipt of approval from SEBI, this Agreement will be updated to reflect the details of Asha Principals LLP as the Sponsor. [↑](#footnote-ref-2)