

**EKADA INDIA FOCUS FUND LTD**  
**Section A Part 1: Subscription & Payment Instructions**

1.1 EKADA INDIA FOCUS FUND LTD is a weekly traded fund and hence trades on the last business day of the week ("Dealing Day"). This Subscription Application together with the relevant Client Due Diligence Documents (defined below) should be sent by courier (with copy by facsimile or e-mail) or delivered by hand to the Fund or the Manager at the address specified in Section 1.6 below. The dealing deadline is 4.00 p.m. Mauritian time on the business day, one (1) business day prior to each Dealing Day ("Cut-off Time").

1.2 Cleared funds in respect of the subscription monies must be received in the Fund's subscription account by no later than the Cut-off Time. In case, Client Due Diligence Documents are not complete or cleared funds in respect of the subscription monies have not been received by the Cut-off Time, the applicant shall receive the next Net Asset Value as subscription price.

1.3 Payment must be made by telegraphic transfer (net of bank charges) to:

<b>Intermediary Bank</b>	
<b>To:</b>	CITIBANK, ABA ROUTING NO 020100089
<b>Bank Address:</b>	NEW YORK
<b>Account Number:</b>	36889497
<b>Fed Wire/DIC Code</b>	CITIUS33
<b>Beneficiary Bank</b>	
<b>Bank Name:</b>	AFRASIA BANK LTD
<b>Bank Address:</b>	BOWEN SQUARE, 10 DR FERRIERE ST, PORT LOUIS
<b>Beneficiary A/C Name:</b>	EKADA INDIA FOCUS FUND LTD
<b>BIC:</b>	AFBLMUMU
<b>Beneficiary A/C Number:</b>	0 0 1 6 0 0 1 5 0 1 6 4 0 3 1
<b>Beneficiary IBAN:</b>	MU19AFBL25001600150164031000USD

*Please note that for cleared funds to be received in Mauritius prior to the Cut-off Time. All application monies must originate from an account held in the name of the applicant. No third party payments will be accepted.*

1.4 A subscription confirmation note will be sent to investors within 10 Business Days of the receipt of the application by the Manager or any such day as may be determined by the Manager.

1.5 Any wire transfer fees should be separately charged to your account and NOT DEDUCTED from the subscription amount. Please instruct your bank to indicate specifically your name on the wire. It is important for us to have this information in order to properly credit your account.

	of the Fund	of the Manager
<b>Contact Details</b>	EKADA INDIA FOCUS FUND LTD c/o DTOS LTD 10th Floor, Standard Chartered Tower, 19 Cybercity, Ebene Mauritius Tel: (230) 404 6000; Fax: (230) 468 1600 Email: fundservices@dtos-mu.com;	EKADA CAPITAL LTD IFC4 Building, Dr. Ferriere Street, Port Louis 11328, Mauritius Tel: (230) 260 1515 E-mail: contact@ekadacapital.com

1.7 The following forms of communication are acceptable to the Fund or the Manager for submitting redemption, transfer or other instructions (such as change of address) to the Administrator:

- E-mail – at the e-mail address above;
- Facsimile Transmission – On the fax number above;
- Courier – Mailing the original via courier to the Investor Relations Group of the Fund or the Manager at the above correspondence address.

1.8 In the case of facsimile or e-mail transmissions, original documents should follow by courier. Neither the Fund nor the Manager shall be responsible for any mis-delivery or non-receipt of any facsimile or email. Facsimiles or e-mail sent to the Fund or the Manager shall only be effective when actually acknowledged by the Fund or the Manager. In the event that no acknowledgement is received within 5 business days of submission, the applicant should contact the Fund or the Manager the telephone number given above to confirm receipt by the Fund or the Manager.

1.9 The board of directors of the Fund shall have the exclusive right to effect the creation and issue of shares of the Fund as provided in this Listing Particulars and the acceptance and non- acceptance of applications for shares shall be at the absolute discretion of the board of directors of the Fund acting in consultation with the Manager and in the best interest of the Fund. If any application is rejected by the board of directors of the Fund, the subscription monies will be refunded (without interest) to the applicant within a reasonable period of time and in such manner as the Manager in their absolute discretion may determine.

1.10 As part of the Fund's compliance with Anti-Money Laundering Legislation, the Fund or the Manager may require detailed verification of the applicant's identity and the source of the payment of the subscription amount. If the applicant's bank is unable to wire the funds as per the specifications mentioned above, the Fund or the Manager will require the applicant's bank to confirm in writing that the funds were wired from a bank account held with them in the name of the applicant.

# EKADA INDIA FOCUS FUND LTD

## Section A Part 2: Subscription Agreement

This form must be completed as directed and signed. Incomplete Subscription Applications will not be accepted. Once completed this Subscription Application should be given or sent by courier to EKADA INDIA FOCUS FUND LTD or EKADA CAPITAL LTD ("the Manager") at address specified in Part 1.6 of Section A or through their distributors (with a copy by facsimile or e-mail) to be received by the Cut-off Time. Cleared funds must be received by the Fund by no later than the Cut-off Time. Any specific terms used but not defined herein shall have the meanings assigned to them in the Constitution or the Listing Particulars of the Fund.

### PARTICULARS OF APPLICANT

#### Full Name of Applicants:

(Up to four names may

be registered but only

one address)

#### Occupation/ Principal Business:

#### Registered Address:

(PO Boxes are not accepted)

#### Nationality/

#### Place of Incorporation:

(If more than one nationality, please indicate all nationalities)

#### Contact Address:

(if different from above)

#### Date of Incorporation/

#### Date of Birth:

Tel:

Fax:

Email:

### SUBSCRIPTION MONIES

Total Subscription monies payable USD \_\_\_\_\_

#### Type of Shares subscribed

Retail Class Shares

Institutional Class Shares

*(The Minimum initial investment per applicant is USD 5,000 for Retail Class Shares and USD 1,000,000 for Institutional Class Shares)*

#### Source of Funds

Source of funds and wealth being invested in the Fund: \_\_\_\_\_

*(with particular description of the source of funds and wealth)*

Is the applicant a US Person? (Please refer to Appendix A of the KYC Annexure)

Yes

No

Are the above stated subscription monies being derived directly or indirectly from a US person?

Yes

No

In respect of the above, all applicants also need to proceed with the certification required in section 2.3 of this form.

Is the applicant an Indian resident or a non-resident Indian?

Yes

No

Is the source of the fund invested in line with the regulations for Indian Resident and Non-Indian Resident in India?

Yes

No

References to Shares are to the redeemable, participating non-voting of no par value designated as Retail Class Shares or Institutional Class Shares as the context may require. Payment instructions are set out in Section 1. In the event this application is rejected, the applicant's application monies shall be returned (without interest) as soon as practicable in USD at the risk and cost of the applicant. The Fund reserves the right to reject any Subscription Application in whole or part in its absolute discretion. No Share certificates will be issued.

### INSTRUCTIONS OF JOINT HOLDERS

In the case of a joint application, until further notice in writing, the Fund, and the Manager, or their agents are authorised to rely upon and act in accordance with the instructions, communications and requests and to deal with instruments purporting to be made, drawn, accepted, endorsed or given by courier, post, email or facsimile from: (Please tick the box as appropriate)

ANY of the joint holders (the joint holders hereby undertake that any instructions, communications, requests and instruments purporting to be made, drawn, accepted, endorsed or given by any one joint holder is binding on each joint holder); or

ALL of the joint holders (if no indication is made, all of the joint holders will be required to sign any instructions)

### SIGNATURE

We confirm that (a) we have read all of this Subscription Application Form, and (b) the declarations, representations, warranties and acknowledgements made in this Subscription Application Form are true and accurate. We hereby apply and subscribe for the number of Shares as specified above and undertake to pay the total subscription monies prior to the Cut-off Time. **We have enclosed the required documents specified in the KYC Annexure.**

Signed by the Applicant:

\_\_\_\_\_

by:

\_\_\_\_\_

*(Signature of individual applicant/authorised representative(s))*

*(Print names in full and capacity  
its duly authorized representative\*(Delete if ppropriate)*

Date:

\_\_\_\_\_

## GENERAL DECLARATIONS

- 2.1 I/We hereby acknowledge that I/we have received and read the current Listing Particulars relating to the Fund and that this application is made on the terms of the Listing Particulars and subject to the Listing Particulars and Constitution of the Fund. I/we have been afforded the opportunity to ask questions to the Fund concerning the terms and conditions of the offering and to obtain any additional information in order to evaluate the merits and risks of an investment in the Fund. I/We acknowledge that the Fund has the right to reject this application in whole or in part as its entire discretion.
- 2.2 I/We am/are acquiring the Shares subscribed for herein for my/our own account, for investment purposes only and not as a nominee or agent for the benefit of any other person, and not with a view to distributing or reselling or assigning such Shares in whole or in fraction.
- 2.3 I/We hereby certify that I/we am/are not a U.S. person (as defined in Appendix A of the KYC Annexure) and that the Shares hereby applied for are not being acquired directly or indirectly by or on behalf of, or for the account of, a U.S. person<sup>1</sup>. I/We further confirm that I/we will notify the Fund or the Manager in the event that I/we become a U.S. person or hold the Shares on behalf of, or for the account or benefit of, a U.S. person.
- 2.4 I/We hereby warrant and confirm to the Fund that I/we have the knowledge, expertise and experience in financial matters to evaluate the risks of investing in the Fund, am/are aware of the risks inherent in investing in the assets in which the Fund will invest and the method by which these assets will be held and/or traded, and can bear the loss of my/our entire investment in the Fund.
- 2.5 I/We hereby warrant that I/we am/are an Eligible Investor. I/We further confirm that I/we will notify the Fund or the Manager and the Directors in the event that I/we cease to be an Eligible Investor. An "Eligible Investor" is any person (being over the age of 18), corporation or entity Investor, other than (i) a US Person which is not a Qualified US Person; (ii) any Person, which cannot acquire or hold Redeemable Shares without being in breach of any law or requirement of any country or governmental authority in any jurisdiction whether on its own or in conjunction with any other relevant circumstances; or (iii) any Person to whom a transfer to, or whose holding of Redeemable Shares, in the opinion of the Directors, might result in the Fund incurring any liability in respect of taxation or suffering any other pecuniary disadvantage, which the Fund might not otherwise have incurred or suffered or the Fund being required to register under any statute, law, or regulation whether as an investment fund, trust scheme or otherwise or cause the Fund to be required to apply for registration or comply with any registration requirements in respect of any of its shares in any other jurisdiction; or (iv) any custodian, nominee or trustee for any Person described in (i) to (iii) above.
- 2.6 I/We hereby declare that the Shares are not being acquired and will not be held or disposed of in violation of any applicable laws.
- 2.7 I/We agree not to duplicate or to furnish particulars of the Listing Particulars, or to divulge any of its contents, to any person other than my/our investment, legal or tax advisors (who may use the information contained in the Listing Particulars solely for purposes relating to my/our investment in the Fund).
- 2.8 I/We hereby confirm that I/we shall be deemed to make, on a continuing basis, each of the statements contained herein unless I/we notify you to the contrary in relation to any Shares I/we may hold or obtain at any time.
- 2.9 I/We hereby agree to indemnify and hold harmless the Fund, the Directors, the Manager and each of their affiliates and the Shareholders from and against any claims, damages, proceedings, losses, liabilities, costs or expenses (including without limitation legal fees, taxes and penalties) which may result directly or indirectly, from any misrepresentation or breach of any warranty, condition, covenant or agreement contained herein or in any other document delivered by me/us to the Fund or the Manager and/or the sale, distribution or transmission of Shares by me/us in violation of applicable laws.
- 2.10 I/We hereby acknowledge that any misrepresentation or breach of any warranty, condition, covenant or agreement contained herein or in any other document delivered by me/us to the Fund or the Manager shall be grounds for the Fund or the Manager to unilaterally reject this application and/or to terminate any agreement which depends on such warranties, conditions or covenants in accordance with the terms thereof.
- 2.11 I/We hereby confirm that the Fund, the Directors, the Manager and are each authorised and instructed to accept and execute any instructions in respect of the Shares to which this application relates given by me/us by facsimile or e-mail. If instructions are given by me/us by facsimile or e-mail, I/we undertake to confirm the same in writing. I/we hereby agree to indemnify the Fund, the Directors, the Manager, and each of their affiliates and agree to keep each of them indemnified against any loss of any nature whatsoever arising to each of them as a result of any of them acting on facsimile or e-mail instructions. We acknowledge and agree that the Fund, the Directors, the Manager, and each of their affiliates may rely conclusively upon, and shall incur no liability in respect of, any action taken upon any notice, consent, request, instructions or other instrument believed, in good faith, to be genuine or to be signed by properly authorised persons.
- 2.12 I/We agree to promptly notify the Fund or the Manager of any change with respect to any information given in this Subscription Application and to provide such further information as the Fund or Manager may reasonably require.
- 2.13 I/We hereby agree that the Fund may disclose details of my/our investment in the Fund my/our personal data to the Manager or any companies within the Manager's or the Manager's group of companies.
- 2.14 I/We acknowledge and accept that the Fund and/or the Manager may be required to and shall be entitled to reveal any information regarding the Fund and my/our investment in the Fund, including details of my/our identity, to any regulators and/or any other government agency, any third party service providers, including third party administrators, custodians, or brokers which the Fund shall consider appropriate.
- 2.15 I/We hereby acknowledge that for the purpose of the Mauritius Data Protection Act 2004 ("DP Act"), the Fund or the Manager may procure, collect, use and disclose me/our personal data (if it is an individual) or individuals associated with us (whether or not it is an individual), so that the Fund or the Manager can carry out its obligations to the Shareholders or the Fund and for other related purposes, including auditing, monitoring and analysis of its business, fraud and crime prevention, money laundering, legal and regulatory compliance. I/we hereby consent to the Fund or the Manager to transfer the personal data to any country (including countries outside Mauritius where there may be less stringent data protection laws) where the transfer is necessary and in accordance with the DP Act.
- 2.16 I/We agree that any disclosure of information by the Fund or the Manager in accordance with paragraphs 2.12 to 2.14 shall not be treated as a breach of any restriction on the disclosure of information imposed on the Fund or the Manager by any applicable law or the requirements of any regulatory authority.
- 2.17 I/We hereby consent to the use of telephone recording by the Fund, the Manager, or their agents or delegates to record telephone conversations with me/us and any such tape recordings may be submitted in evidence in any proceedings relating to this application or relating to the Fund.
- 2.18 I/we hereby acknowledge and agree that the Fund and the Manager, may deliver and make reports, statements and other communications available in electronic form, such as e-mail or by posting on a secure web-site. I/we, hereby consent to receive notices of meetings, dividend advices, annual reports and other shareholder documents issued by EKADA YIELD FUND LTD by e-mail.
- 2.19 I/We hereby confirm that I/we am/are aware of the risk of tax liabilities in Mauritius and countries of underlying investments on the proceeds of redemption of Shares, and that the Fund is entitled to either withhold Indian taxes at applicable rates on capital gain income and distribute only the net amount to the Shareholder or request for an appropriate indemnity letter at the time of redemption if the Fund does not withhold Indian income tax at the time of redemption. Further I/we am/are aware and agreeable to the fact that, in case there is a likelihood of the Indian Income Tax Authorities denying the India-Mauritius Double Taxation Avoidance Treaty benefits to the Fund and raising a tax demand on the Fund, in view of any proposed or likely amendments to the Indian Income Tax Act or otherwise, the Board of Directors of the Company may, in its discretion either a) make a provision for an appropriate amount of tax while determine any distribution of the Shares or b) in case provision for tax has not been made, seek repayment of such amount from each Shareholder that represents such Shareholder's proportionate share of the amount of tax demand if received from the Indian Tax Authorities.
- 2.20 I/We hereby confirm the origin of the Funds used by me/us to subscribe for the Shares is not from an Indian source from Indian Residents for investment purposes in the Fund unless appropriate written approval from the relevant Indian Authorities have been obtained for such investment.
- 2.21 I/We irrevocably agree that this Subscription Application shall be governed by and construed in accordance with the laws of the Republic of Mauritius and that the courts of the Republic of Mauritius shall have jurisdiction to hear and determine any suit, action or proceedings, and to settle any disputes which may arise out of or in connection with this Subscription Application on and, for such purposes, irrevocably submit to the jurisdiction of such courts. In addition I/we irrevocably waive any objection which I/we might now or hereafter have to the courts of the Republic of Mauritius being nominated as the forum to hear and determine any such suit, action or proceedings and to settle any such disputes and agree not to claim that any such court is not a convenient or appropriate forum. I/we agree that service of process may be made on myself/ourselves by being served on my/our contact address stated in Part 1 of this Subscription Application.

## ADDITIONAL DECLARATIONS AND ANTI-MONEY LAUNDERING

- 3.1 (Natural persons only) I confirm that I have reached the age of majority under the laws of my country of nationality or domicile.
- 3.2 (Corporate applicants only) We hereby confirm that we have the full right and power to make this application and invest in the Shares and all necessary corporate action has been taken to authorize this application and such investment.
- 3.3 (Banks and Brokers) We are a bank or broker and are making this application on behalf of clients for investment purposes. We hereby make each of the declarations in above section and in Sections 3.4 to 3.9 below on behalf of such clients and further covenant that we will notify the Fund if we become aware that any such client has become a US Person, that we will not at any time knowingly transfer or deliver Shares or any interest therein to a US Person and that we will not make any transfer of Shares in the United States.
- 3.4 I/We acknowledge that measures aimed at the prevention of money laundering and terrorism may require verification of my/our identity and the source of my/our funds. I/We acknowledge that Shares will not be issued until such time as the Fund or the Manager has received and is satisfied with all the information and documentation requested to verify my/our identity as per the KYC Annexure. I/We acknowledge and agree that the Fund or the Manager shall be held harmless against any loss arising as a result of a failure to process my/our application for Shares if such information and documentation as has been requested by the Fund or the Manager has not been provided by me/us.
- 3.5 I/We understand and agree that the Fund prohibits the investment of funds by any persons or entities that are acting, directly or indirectly: (i) in contravention of any applicable laws and regulations, including anti-money laundering regulations or conventions; (ii) on behalf of terrorists or terrorist organisations, including those persons or entities that are included on the List of Specially Designated Nationals and Blocked Persons maintained by the United States Treasury Department's Office of Foreign Assets Control ("OFAC"), as such list may be amended from time to time; (iii) for a senior foreign political figure, any member of a senior foreign political figure's immediate family or any close associate of a senior foreign political figure, unless the Fund, after being specifically notified by me/us in writing that I/we am/are such a person, conducts further due diligence, and determines that such investment shall be permitted; or (iv) for a foreign shell bank (such persons or entities in (i) - (iv) are collectively referred to as "Prohibited Persons").
- 3.6 I/We represent, warrant and covenant that: (i) I/we am/are not, nor is any person or entity controlling, controlled by or under common control with me/us, a Prohibited Person; and (ii) to the extent I/we have any beneficial owners, (a) I/we have carried out thorough due diligence to establish the identities of such beneficial owners, (b) based on such due diligence, I/we reasonably believe that no such beneficial owners are Prohibited Persons, (c) I/we hold the evidence of such identities and status and will maintain all such evidence for at least seven (7) years from the date of my/our complete redemption from the Fund, and (d) I/we will make available such information and any additional information that the Fund may require upon request.
- 3.7 Where this application is made as trustee, custodian, nominee or otherwise on behalf of another person or persons, I/we (1) warrant that I/we have carried out reasonable verification checks on and obtained sufficient evidence as to the identity of such person or persons on whose behalf I/we shall be holding the Shares so as to satisfy myself/ourselves of the provenance and legitimacy of the source of funds used to subscribe for the Shares and have otherwise complied with the laws and regulations relating to anti-money laundering procedures that are applicable in the jurisdiction where such Shares are offered or distributed; (2) agree that I/we will make such evidence available to the Fund and/or the Manager on request; and (3) acknowledge that in applying to be registered owner of the Shares on such person's or persons' behalf I/we am/are confirming that I/we am/are satisfied as to the identity of the underlying beneficial holder(s) and the provenance and legitimacy of the funds being used to subscribe for these Shares; (4) confirm that the representations, warranties and covenants made in this Subscription Application are made by me/us on behalf of myself/ourselves and the underlying investor, and (5) I/we have all requisite power and authority from the underlying investor to execute and perform my/our
- 3.8 If any of the foregoing representations, warranties or covenants ceases to be true or if the Fund no longer reasonably believes that it has satisfactory evidence as to their truth, notwithstanding any other agreement to the contrary, the Fund may be obligated to freeze my/our investment, either by prohibiting additional investments, declining or suspending any redemption requests and/or segregating the assets constituting the investment in accordance with applicable regulations, or my/our investment may immediately be mandatory redeemed by the Fund, and the Fund may also be required to report such action and to disclose my/our identity to OFAC or other authority. In the event that the Fund is required to take any of the foregoing actions, I/we understand and agree that I/we shall have no claim against the Fund and the Manager for any form of damages as a result of any of the aforementioned actions.
- 3.9 I/We understand and agree that any redemption proceeds paid to me/us will be paid to the same account from which my/our investment in the Fund was originally remitted, unless the Fund, in its sole discretion, agrees otherwise.

## PERSONAL INFORMATION COLLECTION STATEMENT

- 4.1 Information supplied on this Subscription Application and otherwise in connection with the applicant's subscription for Shares may be held by the Fund or the Manager and will be used for the purposes of carrying out its obligations to the Shareholder or the Fund and for other related purposes, including processing the applicant's subscription and investment in the Fund and completion of information on the register of members of the Fund, and may also be used for the purpose of carrying out the applicant's instructions or responding to any enquiry purporting to be given by the applicant or on behalf of the applicant, dealing in any other matters relating to the applicant's holding of Shares (including the mailing of reports or notices), forming part of the records of the recipient as to the business carried on by it, observing and compliance of any legal, governmental or regulatory requirements of any relevant jurisdiction (including any disclosure or notification requirements to which any recipient of the data is subject) and to provide a marketing database for product and market research or to provide information for the despatch of information on other products or services to the applicant from the Manager or any connected person of the Manager. All such information may be retained after the applicant's Shares have
- 4.2 The Fund may disclose and transfer such information to the auditor and the Manager, including any of their agents and/or to the ultimate holding company of the Manager and/or their subsidiaries and/or affiliates or to any third party employed to provide audit, administrative, computer or other services or facilities to any person to whom data is provided or may be transferred as aforesaid (including countries outside Mauritius where there may be less stringent data protection laws) and/or to any regulatory authority entitled thereto by law or regulation (whether statutory or not) in connection with the applicant's investment in the Fund.

<sup>1</sup> Applicants who are unable to make this certification must contact the Fund or the Manager to obtain a copy of the U.S. person's Subscription Application