

Flag B: REQUEST FOR PROPOSAL (RFP) – PCII, InGreen and Tech Start-up**Commercial proposal**

Please fill out this document and submit to UKIDCF Team at
Proposals.UKIDCF@sbicapventures.com

A. Please provide the following inputs for commercial evaluation:

Please refer to the guidelines and comments in the Commercial section of the RFP while providing inputs.

Particulars	Response
Hurdle rate (in %) (Minimum should be 8%)	
Base Management Fees p.a. as a percentage of the committed capital during the commitment period	
Base Management Fees p.a. – as a percentage of assets under management post the commitment period	
Fund Establishment Expenses (One-time Fees for the expenses incurred during the set-up) in INR mn assuming INR 25000 mn.	
Annual Fund Expenses – as a % of committed capital	
Proposed *profit sharing (catch-up) arrangement between UKIDCF and Fund Manager	
Carried Interest (in %)	

**Sharing of a part of catchup / carry with UKIDCF to be separately discussed during negotiations.*

B. Commercial Template Term Sheet

General Partner's Commitment	The General Partner and/or its affiliates will [at the first / final closing] invest in the Fund an aggregate amount [equal to / not less than] [●] % of Total Commitments, up to [●].
Management Fee	<p>During the Commitment Period, the General Partner will be entitled to receive an annual management fee equal to [●]% per annum of Total Commitments. Thereafter, the General Partner's share shall be an amount equal to [●]% per annum of the Actively Invested Capital. The General Partner fee in case of extension of fund life will be [●].</p> <p>The management fee is payable quarterly in advance from drawdowns of Investors' undrawn Commitments.</p>
Distributions / Waterfall)	<p><i>Please describe the manager's proposed waterfall for the Fund – please include carried interest levels, hurdle level and whether or not there is a catch-up.</i></p> <hr/> <p>All income and capital proceeds of the Fund shall, after payment of the expenses and liabilities of the Fund, be distributed in the following order of priority:</p> <ol style="list-style-type: none"> a) first, 100% to the Investors (pro rata to their respective drawn down Commitments), until they have received distributions in aggregate equal to: (i) the total amounts drawn down from such Investors; and (ii) a preferred return on the amounts calculated at the rate of [●] per annum compounded annually (in INR terms) on the amount of such Investors' outstanding drawn down; b) second, [●] to the General Partner and [●] to the Investors (pro rata to their respective drawn down Commitments), until such time as the General Partner has received [●] of the aggregate amounts distributed pursuant to paragraph (a) above and this paragraph (b); and c) third [●] to the Investors (pro rata to their respective drawn down Commitments) and [●] to the General Partner.
Fund Establishment Expenses	The Fund will bear the expenses (plus any applicable GST) relating to the organization of the Fund and the offering of interests in the Fund, including legal, accounting, travel, meeting, printing and other administrative expenses (but excluding any commission payable to placement agents, brokers or intermediaries), up to a maximum amount of INR [●] (excluding any applicable GST). The

	Manager will bear any organizational expenses in excess of this amount and any placement fees.
Annual Fund Expenses	<p>The Fund will bear all of its operating fees and expenses incurred during the life of the Fund, such as legal and audit fees, printing, taxation and other running costs of the Fund, costs of the Investor Advisory Committee (IAC) and other fees which the investors may initiate as agreed at the IAC.</p> <p>The General Partner and the Manager will be responsible for all of their own normal overhead and administrative costs including salaries and benefits, rent and office furniture and shall not be entitled to recover such costs from the Fund.</p>