

BARJEEL GEOJIT INDIA OPPORTUNITIES FUND

An open-ended Umbrella Public Fund with the following segregated liability Sub-Funds each of which has a separate legal personality and independent financial capacity established pursuant to the Securities and Commodities Authority (SCA) Resolution No. (01/Chairman) of 2023 concerning the Regulation of Investment Funds (as amended from time to time) and registered as a Public Fund under the laws of the UAE Securities and Commodities Authority (SCA)

1. BGIOF ABSL India Frontline Equity Fund
2. BGIOF Ashoka WhiteOak India Opportunities Fund
3. BGIOF ASK Indian Entrepreneur Fund
4. BGIOF ARYABHATA India Fund
5. BGIOF DSP India Equity Fund
6. BGIOF Franklin India Fund
7. BGIOF Kotak India Growth Fund
8. BGIOF Mirae Asset India Mid Cap Equity Fund
9. BGIOF Multi Partner SICAV TATA India Equity
10. BGIOF Nippon India Equity Fund

Fund Manager: Barjeel Geojit Financial Services LLC

This Prospectus is dated: October 2025

IMPORTANT NOTICE TO INVESTORS

THIS PROSPECTUS CONTAINS IMPORTANT INFORMATION ABOUT THE FUND AND SHOULD BE READ CAREFULLY BEFORE INVESTING. IF YOU HAVE QUESTIONS ABOUT THE CONTENTS OF THIS PROSPECTUS OR THE SUITABILITY OF AN INVESTMENT IN ANY SUB-FUNDS, YOU SHOULD CONSULT YOUR SOLICITOR, ACCOUNTANT OR OTHER FINANCIAL ADVISER.

This Prospectus describes BARJEEL GEOJIT INDIA OPPORTUNITIES (**'Fund'**), a Public Fund established as an open-ended investment fund in accordance with the SCA Board of Directors' Chairman Decision No. (01/R.M) of 2023 Concerning the Regulations as to Investment Funds. Approved by the UAE Securities and Commodities Authority ('SCA') as an Umbrella Fund, the Fund aims to provide investors access to diverse investment opportunities through different Sub-Funds, each with separate assets and liabilities. Information about each Sub-Fund is provided in a separate Supplement, which is important and should be read in conjunction with this Prospectus. If there is any inconsistency between the Prospectus and any Supplement, the relevant Supplement shall take precedence.

The main purpose of preparing this Prospectus is to provide potential investors with key information about the Fund and the Sub-Funds, in order to help them make their investment decisions. Each investor, prior to subscription, must carefully and accurately examine and review all the data contained in the Prospectus, to decide whether or not it is appropriate for the investor to invest in such Sub-Fund. Each investor shall also obtain from their financial and legal advisor the necessary advice on investing in the Sub-Funds offered for subscription. Each investor, prior to subscription, must carefully and accurately examine all the data contained in the Prospectus including the Supplement, to decide whether or not it is appropriate to invest in the Sub-Fund. The reader of the Prospectus shall also take into account that the words and phrases, which indicate that the data is a forecast or estimate of future events, should not be relied upon entirely, as they are subject to change and it is impossible to predict future conditions with certainty, which may lead to the actual results differing from the expected results.

Investing in the Sub-Funds may involve a high degree of risk. The investor should not invest any money in the Sub-Funds unless they can bear the loss of their investments. Investors must read this Prospectus in full, in particular the 'Investment Risks' section, which explains the factors and risks that must be taken into consideration before making any investment decision.

This Prospectus contains data in accordance with the issuance and disclosure rules specified by the SCA. The Fund Manager bears the full responsibility with regard to the accuracy of the information and data contained herein, to the best of its knowledge and belief and after careful due diligence by these entities and conducting reasonable research, so as to ensure that there are no other information, facts or material information which, if not included in the Prospectus, would make any statement contained in it misleading, capable of affecting the investment decision of the subscribers or in violation of the provisions of the Decision and legislation and that the Decision and legislation applies and prevails in all cases to the contents of the Prospectus.

This Prospectus is prepared in compliance with the Decision and in case of any violation to the provisions of the Decision, the provisions of the Decision shall prevail in all cases.

The information contained in the Prospectus shall not be subject to modification or addition except in accordance with the procedures stipulated by the SCA.

The offering of the Sub-Funds has been presented to SCA, for the purposes of an offering in the United Arab Emirates. In the event that the Sub-Funds are offered independently in any other country, the Fund Manager of the respective Sub-Fund shall be responsible for taking all procedures, measures and obtaining necessary approvals from the concerned authorities in those countries before offering the Sub-Fund there.

The Fund Manager undertakes to fully comply with all SCA laws, regulations and decisions in force at all times in the UAE and those issued at any time by the SCA.

SCA approved the offering of the Sub-Funds on [date]. The approval of SCA shall not be an endorsement of the feasibility of the investment nor a recommendation to subscribe to the Sub-Funds but only means that the Prospectus included the minimum required information in accordance with the rules of issuance and disclosure prescribed by SCA.

SCA shall not be responsible for the accuracy, completeness, validity or adequacy of the information contained in the offering document and shall not be liable for any damage or loss incurred by any person as a result of reliance on the offering document or part thereof.

This Prospectus has been prepared in accordance with the laws, regulations and decisions in force in the UAE and any violation that may be contained in this Prospectus to such laws, regulations and decisions shall be null and void and the Fund Manager shall bear all the consequences of such violation unless a special resolution has been issued by the SCA.

This Prospectus is issued in October 2025.

Offering Restrictions

Dubai International Financial Centre

By receiving this presentation, the person or entity to whom it has been issued understands, acknowledges and agrees that neither this presentation nor the Fund interests have been reviewed, approved, disapproved by, passed on, or registered in any way with the Dubai International Financial Centre ("DIFC") authorities including the DIFC Registrar of Companies and the Dubai Financial Services Authority ("DFSA") and/or any other relevant licensing, government agency, or any other government authority in the DIFC to market or sell the securities within the DIFC.

The units of the Fund have not been offered and will not be offered to any person in the DIFC unless such offer is: (a) an "Exempt Offer" in accordance with the Markets Rules of the DFSA; and (b) made only to persons who meet the Professional Client criteria set out in Conduct of Business Module of the DFSA.

This presentation or any Fund documents must not be delivered to, or relied on by, any other type of person. This presentation or any Fund documents is for the exclusive use of the persons to whom it is addressed and in connection with the subject matter contained therein.

The DFSA does not accept any responsibility for the content of the information included in this presentation or any Fund documents, including the accuracy or completeness of such information. The liability for the content of this presentation lies with the [Issuer] and other persons, such as experts, whose opinions are included in this presentation with their consent. The DFSA has also not assessed the suitability of the securities, including the units of the Fund to which this presentation relates to any particular investor or type of investor. If you do not understand the contents of this presentation or are unsure whether the securities to which this presentation relates are suitable for your individual investment objectives and circumstances, you should consult an authorised financial advisor. The units of the Fund to which this presentation relates may be illiquid and/or subject to restrictions on their resale. Prospective investors should conduct their own due diligence on such units.

This investment opportunity does not constitute, and is not intended to constitute, a public offer of securities in the DIFC and accordingly should not be construed as such. Nothing contained in this document is intended to constitute DIFC investment, legal, tax, accounting or other professional advice. This document is for the information of prospective investors only and nothing in this document is intended to endorse or recommend a particular course of action. Prospective investors should consult with an appropriate professional for specific advice rendered on the basis of their situation.

Abu Dhabi Global Market

By receiving this presentation, the person or entity to whom it has been issued understands, acknowledges and agrees that neither this presentation nor the Fund interests have been reviewed, approved, disapproved by, passed on, or registered in any way with the Abu Dhabi Global Market ("ADGM") authorities including the Financial Services Regulatory Authority ("FSRA") and the ADGM Registration Authority and/or any other relevant licensing, government agency, or any other government authority in the ADGM to market or sell the securities within the ADGM.

The units of the Fund have not been offered and will not be offered to any person in the ADGM unless such an offer is: (a) an "Exempt Offer" in accordance with the Market Rulebook of the FSRA; and (b) made only to persons who meet the Professional Client criteria set out in Conduct of Business Rulebook of the FSRA.

This presentation or any Fund documents must not be delivered to, or relied on by, any other type of person. This presentation or any Fund documents is for the exclusive use of the persons to whom it is addressed and in connection with the subject matter contained therein.

The FSRA does not accept any responsibility for the content of the information included in this presentation or any Fund documents, including the accuracy or completeness of such information. The liability for the content of this presentation lies with the [Issuer] and other persons, such as experts, whose opinions are included in this presentation with their consent. The FSRA has also not assessed the suitability of the securities, including the units of the Fund to which this presentation relates to any particular investor or type of investor. If you do not understand the contents of this presentation or are unsure whether the securities to which this presentation relates are suitable for your individual investment objectives and circumstances, you should consult an authorised financial advisor. The units of the Fund to which this presentation relates may be illiquid and/or subject to restrictions on their resale. Prospective investors should conduct their own due diligence on such units.

This investment opportunity does not constitute, and is not intended to constitute, a public offer of securities in the ADGM and accordingly should not be construed as such. Nothing contained in this document is intended to constitute ADGM investment, legal, tax, accounting or other professional advice. This document is for the information of prospective investors only and nothing in this document is intended to endorse or recommend a particular course of action. Prospective investors should consult with an appropriate professional for specific advice rendered on the basis of their situation.

Kuwait

For persons receiving this presentation in the State of Kuwait ("Kuwait"), this presentation is not for general circulation to the public in Kuwait and may not be shared unless all necessary approvals from the Kuwait Capital Markets Authority (the "CMA") pursuant to Law No.7 of 2010 and its Executive Bylaws (each as amended) (the "CMA Rules") together with the various resolutions, regulations, instructions and announcements pursuant thereto, or in connection with any other applicable law or regulation in Kuwait relating to the marketing and sale of the investment opportunities being presented in the presentation. The investment opportunity described in the presentation may not be offered for sale nor sold in Kuwait without the necessary prior approvals of the CMA under the CMA Rules and applicable law.

This presentation is not for general circulation to the public in Kuwait nor will the investment opportunity described therein be sold by way of public offering in Kuwait, in the event where an investment interest is intended to be purchased onshore in Kuwait, the same may only be purchased through a licensed person duly authorized to undertake such activity pursuant to the CMA rules. Investors in Kuwait acknowledge that the CMA and all other regulatory bodies in Kuwait assume no responsibility whatsoever for the contents of this document and do not approve the contents thereof or verify the validity and accuracy of its contents. The CMA and all other regulatory bodies in Kuwait assume no responsibility for any damages that may result from relying (in whole or in part) on the contents of this document. Prior to investing any monies, it is recommended that a recipient of this presentation seek professional advice from its advisors in respect of its contents so as to determine its suitability in relation to the recipient".

Kingdom of Saudi Arabia

This document may not be distributed in Saudi Arabia except to such persons as are permitted under the Rules on the Offer of Securities and Continuing Obligations issued by the Capital Market Authority. The Capital Market Authority does not make any representation as to the accuracy or completeness of this document, and expressly disclaims any liability whatsoever for any loss arising from, or incurred in reliance upon, any part of this document. Prospective purchasers of the securities offered hereby should conduct their own due diligence on the accuracy of the information relating to the securities. If you do not understand the contents of this document, you should consult an authorised financial advisor.

No action has been or will be taken in the Kingdom of Saudi Arabia that would permit a public offering of the Securities. Any investor in the Kingdom of Saudi Arabia or who is a Saudi person (a "Saudi Investor") who acquires any Securities pursuant to an offering should note that the offer of Securities is a private placement under Part 3 of the "Rules on the Offers of Securities and Continuing Obligations" as issued by the Board of the Capital Market Authority ("CMA") resolution number 3-123-2017 dated December 27, 2017, as amended from time to time (the "KSA Regulations"), made through a person authorised by the CMA to carry on the securities activity of arranging and following a notification to the CMA as required under the KSA Regulations.

The Securities may thus not be advertised, offered or sold to any person in the Kingdom of Saudi Arabia other than to investors as permitted under and in accordance with the private placement requirements of the KSA Regulations. Each dealer has represented and agreed, and each further dealer appointed under the offering will be required to represent and agree, that any offer of Securities to a Saudi Investor will be made in compliance with the KSA Regulations.

Each offer of Securities shall not therefore constitute a "public offer", an "exempt offer" or a "parallel market offer" pursuant to the KSA Regulations, but is subject to the restrictions on secondary market activity under Part 3 of the KSA Regulations. Any Saudi Investor who has acquired Securities pursuant to a private placement under the KSA Regulations may not offer or sell those Securities to any person unless the offer or sale is made through a capital market institution appropriately licensed by the CMA and in accordance with the secondary market requirements of Part 3 of the KSA Regulations.

Oman

This Presentation, and the interests to which it relates, may not be advertised, marketed, distributed or otherwise made available to the general public in Oman. In connection with any offering of the interests, no prospectus has been filed, registered with or approved by the Central Bank of Oman, the Oman Ministry of Commerce, Industry and Investment Promotion, the Oman Financial Services Authority and/or any other regulatory body in the Sultanate of Oman. This Presentation and the interests discussed in this presentation are not for general circulation to the general public in Oman nor will the interests or any other information mentioned be sold to the public in Oman. The interests discussed in this Presentation do not constitute marketing, offering or sales to the general public in Oman and the fund is not licensed by the Oman Financial Services Authority to market or offer non-Omani securities in Oman. Therefore, this Presentation is strictly private and confidential and is being issued to a limited number of sophisticated investors at their request, and may neither be reproduced, used for any other purpose, nor provided to any other person than the intended recipient hereof.

Qatar (including Qatar Financial Centre)

This document provides general information and does not constitute financial advice or an offer to sell, the solicitation of an offer to buy, or a recommendation for investment in, a financial product (which may include, but is not limited to, units, shares or securities) in any jurisdiction including in the State of Qatar (including the Qatar Financial Centre). Any opinions expressed herein constitute a judgment as of the date indicated and such opinions, and any information contained herein, are subject to change without notice. The information and any opinions contained herein have been compiled or arrived at from sources believed to be reliable in good faith; however, no warranty is given as to: (i) the accuracy, completeness or correctness of the information or any opinions contained herein; and (ii) whether such information and any opinions contained herein are current or up to date as of the date of receipt. Each recipient should be aware that investments in financial products involve risk and that past results do not guarantee future performance. The distributor does not accept any liability for any loss whatsoever of the recipient or any other person that arises from the use of this document or any information or opinion contained herein.

The document is being provided on an exclusive basis to, and intended to be used solely by, the recipient in the State of Qatar (including the Qatar Financial Centre), upon that person's request and initiative, and for the recipient's personal use only, and must not, in whole or in part, and including any copy hereof, be distributed in any jurisdiction inside or outside Qatar where such distribution may be restricted by law other than in compliance with any laws applicable to the State of Qatar (including the Qatar Financial Centre) governing the offering and sale of the financial product. By accepting this document, the recipient agrees to be bound by and adhere to the foregoing terms.

This document is not intended to, and will not, constitute an offer, sale or delivery of financial product under the laws of the State of Qatar including the rules and regulations of Qatar Financial Centre Authority ("QFCA") or the Qatar Financial Centre Regulatory Authority ("QFCRA"). The financial products have not been and will not be listed on any regulated exchange in the State of Qatar and are not subject to the rules and regulations of the Qatar Financial Markets Authority ("QFMA"), the Qatar Central Bank ("QCB"), the QFCA or the QFCRA, or any laws of the State of Qatar.

This document has not been and will not be:

- (i) lodged or registered with, or reviewed or approved by the QFCA, the QFCRA, the QCB or the QFMA; or
- (ii) authorized or licensed for distribution in the State of Qatar (including the Qatar Financial Centre), and the information contained in this document does not, and is not intended to, constitute a public or general offer or other invitation in respect of financial products or other securities in the State of Qatar (including the Qatar Financial Centre).

The offer of the financial products or securities and interests therein do not constitute a public offer of financial products or securities in the State of Qatar under the Commercial Companies Law No. 11 of 2015 (as amended or replaced), the Offering & Listing of Securities on the Financial Markets Rulebook issued by the QFMA (as amended or replaced) or otherwise under any laws of the State of Qatar, including the rules and regulations of the QFCA or QFCRA.

The financial products or securities are only being offered to a limited number of qualified investors (as intended to be described as such by the QFCRA or the QFMA) who are willing and able to conduct an

independent investigation of the risks involved in an investment in such financial products and securities and who have specifically requested the relevant information. No transaction will be concluded in the State of Qatar (including the Qatar Financial Centre).

United States of America

The Units of the Fund are not registered under any securities laws of any state or other jurisdiction of the United States. Accordingly, the Units of the Fund may not be offered, sold, transferred, or delivered, directly or indirectly, in the United States or to, or for the account or benefit of, any "US Person" (to be defined).

Neither this Prospectus nor any other offering materials related to the Fund may be distributed or made available in the United States, to US Persons, or to persons acting for the account or benefit of US Persons. Subscriptions to the Fund will not be accepted from any US Person or any person who appears to be acting on behalf of a US Person. Any application for Units in contravention of these restrictions will be deemed null and void.

Investors must represent and warrant that they are not U.S. Persons and are not acquiring Units for the account or benefit of any US Person.

If, after acquiring Units, an investor becomes a US Person (including by reason of acquiring US citizenship, US residency, or otherwise becoming subject to US taxation), the investor shall:

1. Immediately notify the Fund in writing of such change in status; and
2. Acknowledge that the Fund may require compulsory redemption.

The Fund, in its sole discretion, may redeem any Units held by such an investor on such terms as it considers appropriate to protect the Fund and its other investors.

The information contained in this document is confidential and must not be reproduced in whole or in part (whether in electronic or hard copy form).

DIRECTORY OF SERVICE PROVIDERS

FUND MANAGER

Barjeel Geojit Financial Services LLC
Suite No 308-309, 3rd Floor
The Business Center Building,
Bank Street, Bur Dubai, Dubai, UAE

CUSTODIAN

Deutsche Securities and Services- Dubai Branch
401 Maze Towers, Sheikh Zayed Road, P.O Box 125126
Dubai, United Arab Emirates
Tel. +971 4 3199-523

FUND ADMINISTRATOR AND REGISTRAR

Barjeel Geojit Financial Services LLC
Suite No 308-309, 3rd Floor
The Business Center Building,
Bank Street, Bur Dubai, Dubai, UAE

AUDITORS

BDO Chartered Accountants & Advisors,
23rd Floor, Burjuman Office Tower,
Sheikh Khalifa Bin Zayed Road
PO Box 1961
Dubai, UAE
Tel: [+971 4 518 6666](tel:+97145186666)

LEGAL ADVISOR

Al Tamimi & Company

Level 7, Central Park Towers,
Dubai International Financial Centre, PO Box 9275, Dubai, UAE

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Investor Requests

To obtain copies of this Prospectus or the Subscription Agreement (Application Form), please send an email request to: bgiof@barjeel.ae

Prospective investors may ask questions to the Fund Manager regarding the Fund, the Sub-Funds, Units and the terms and conditions relating to the offering or other information provided here. They can also request additional information or documents, if any. For inquiries, please contact:

Barjeel Geojit Financial Services LLC
Suite No 308-309, 3rd Floor
The Business Center Building,
Bank Street, Bur Dubai, Dubai, UAE
This information is available on the website www.barjeel.ae

Introduction and General Provisions

For the purpose of this Fund, please note that:

- 1- This Prospectus is an invitation for public subscription to purchase the sub-funds units.
- 2- This prospectus includes all information and data related to the Fund, which has been assessed and reviewed by the Fund Manager, the Auditor, the Administrator and the Legal Advisor (each in their respective capacity) and subject to its own responsibility.
- 3- The Prospectus shall be updated periodically to reflect any amendments whenever material events arise that require such amendments, and after referring to the Authority for approval, if required as well as referring to the Fund Unitholders, if required by the Authority.
- 4- Any Investor has the right to request an updated copy of the Prospectus from the Fund Manager at the address set forth in this Prospectus.
- 5- This Prospectus is subject to Federal Law No. (4) of 2000 regarding the Securities and Commodities Authority and the decision of the Chairman of the Authority's Board of Directors No. (1 / R.M) of 2023 regarding the Investment Funds and all the related laws, regulations and decisions in force in the UAE from time to time.
- 6- It is important to note that the authorization by the SCA does not imply any warranty regarding the Fund's performance. SCA bears no responsibility or liability for the Fund's performance or defaults. Additionally, the authorization does not signify an endorsement or guarantee of the Fund by SCA, and SCA is not accountable for the contents of this Prospectus.

1. PROSPECTUS – Key Investor Information Document (KIID)

This (KIID) includes the main information for the investors and it constitutes an integral part and should be read in conjunction with the Prospectus.

This summary is an introduction to the Fund’s Prospectus and it is not recommended to rely solely on this document, as the Prospectus contains more detailed information. Any investment decision should be based on consideration of all the information contained in the Prospectus and the Subscription Agreement, if any.

This summary sets out the main characteristics of the Fund, which may be subject to changes or additions over time. Each potential investor will receive this summary prior to subscription. Terms not specifically defined in this summary can be found in the “Definitions” section of this Prospectus.

Name of Fund (English)	Barjeel Geojit India Opportunities Fund
Name of Fund (Arabic)	بارجيل جيوجيت انديا اوبورتشونيتيز فند
Type of Management	Fund Manager
Name of Fund Manager	Barjeel Geojit Financial Services LLC
SCA License Number of Fund Manager	Fund Manager License No.: 20200000157
Custodian	Deutsche Securities and Services- Dubai Branch
Administrator and Registrar	Barjeel Geojit Financial Services LLC
Auditor	BDO Chartered Accountants & Advisors
Legal Advisor	Al Tamimi & Company
Investment Objectives	<p>The objective of the Fund is to achieve long-term capital appreciation by investing its total assets (excluding cash) into various Master funds registered as UCITS, which focus on equities and equity-linked securities of Indian companies. Structured as an umbrella Fund, it invests in multiple sub-funds, each of which allocates assets to master funds specifically designed for India-centric UCITS investments. The investment objectives and policies for each sub-fund are detailed in the Supplement for the respective Sub-Fund. The Fund operates through a "master-feeder" structure, where each Sub-Fund invests in the units or shares of specific Underlying Master Funds, as detailed in the relevant Supplement</p> <p>Each Sub-Fund invests all its assets in qualifying Master Funds, as outlined in Supplement which are UCITS. These Master Funds aim for growth through capital appreciation over a mid to long-term horizon, investing 100% of their total assets in equity securities of companies domiciled or primarily</p>

	operating in India. The Master Funds seek to achieve this objective by focusing on the equity market of India.
Fund Term	The term of the Fund and each Sub-Fund shall continue until terminated.
Financial Year of the Fund	The Sub-Fund's financial year commences on April 1st and concludes on March 31 st of the next year, except the first financial year, which starts on the Sub-Fund's licensing date and ends on 31 st March of the next year, provided that the first financial year of the Sub-Fund shall not exceed (18) eighteen months and shall not be shorter than (6) months starting from the licensing date of the Sub-Fund.
Type of the Fund	In terms of:
	1 – Capital Nature: Open-ended
	2 – Redemption: Possible
	3 – Fund Type Umbrella Fund
	4 – Fund Dividends: No Dividend, Growth option only
	5 – Compliance with Shari’ah: The fund is not Shari’ah compliant
	6 – Benchmark: For each Sub-Fund, as per the relevant Supplement
	7 – Fund Investment Markets: For each Sub-Fund, as per the relevant Supplement
	8 – Portfolio Composition: For each Sub-Fund, as per the relevant Supplement
	9 – Unit NAV (NAV) Calculation Frequency: Weekly
Nominal Price per Unit	USD 10
Fund Currency	United States Dollars (“US\$”), or as otherwise detailed per Sub-Fund in the relevant Supplement.
Sub-Fund Unit Classes	A separate Class (or Classes) of Units will be issued in respect of each Sub-Fund, as set out in the relevant Supplement.

Eligible Investors	<p>These Sub-Funds are tailored for investors in the UAE. Generally, the Units may be offered to and purchased by “Professional Investors” and “Ordinary Investors” as defined in the Rulebook. However, the Sub-Funds may have additional restrictions in respect of who may purchase its Units which shall be set out in the prospectus.</p> <p>The Sub-Funds are best suited to complement a well-diversified investment portfolio. The Fund Manager reserves the right, at its sole discretion, to decline any subscription, irrespective of whether the eligibility requirements are met.</p>
Initial Offering Period	For each Sub-Fund, as per the relevant Supplement
Subscription Bank(s)	Emirates NBD
Minimum Initial Subscription	Unless specified otherwise in the relevant Supplement, each investor must subscribe a minimum amount of US\$5,000 (or its equivalent in another currency) per sub-fund.
Minimum Additional Subscription	The minimum additional subscription will be USD 1000 per investor
Subscription Price	During the Initial Offering Period, units will be issued at US\$10 per share. Thereafter, they will be offered on each Subscription Day at the prevailing Net Asset Value of the relevant Class and Series as of the latest Valuation Day
Subscription Frequency and Mechanism	Weekly
Redemption Frequency and Mechanism	Weekly
Net Asset Value Calculation	The Net Asset Value (NAV) of each Sub-Fund, as defined herein, shall be calculated in USD by the Administrator as of the close of business on the relevant Valuation Day or at such other times as may be determined by the Directors or any duly authorized persons. The Subscription Price and Redemption Price, following the Initial Offering Period, will be made available upon request from the Fund Manager or the Administrator
Conversion of Sub-Fund Units	No option to switch between sub funds
Reports Available for Unitholders	<p>Monthly Client portfolio statement and monthly fund reports issued by the Fund Manager.</p> <ul style="list-style-type: none"> • Annual (audited) and semi-annual (reviewed) reports • Annual and semi-annual report on the fund’s performance.
Rights of Unitholders	Units of each Sub-Fund shall confer equal rights to holders, who will share in the profits and losses of the relevant Sub-Fund in proportion to their holdings. Subscriptions in Units do not grant voting rights or entitle investors to dividends, asset allocations, or other rights, except as expressly provided in this Prospectus and the relevant Supplement.
Expenses and Fees	
Subscription Fees	Subscription fees will apply as specified in the relevant Supplement based on the fund class.
Redemption Fees	Per Sub-Fund, as per the relevant Supplement.

Fund Expenses	<p>Except for the cost and the expenses of the legal advisor and any expenses of the service providers, the Fund Manager will be responsible to pay the offering and promotion expenses in addition to the cost of preparing this Prospectus and relevant documents as required by the Authority.</p> <p>All other direct costs and expenses associated with each Sub-Fund will be paid by the relevant Sub-Fund.</p> <p>The Fund Manager and the Administrator are responsible for providing and paying for all office personnel, office space and office facilities required for the performance of their respective services to the Fund and each Sub-Fund</p>
Management Fees payable to the Fund Manager	The Fund Manager will receive a Management Fee per unit as specified in the relevant Supplement. Unless stated otherwise, the fee is exclusive of VAT, calculated daily on the NAV as of the Valuation Day, and paid monthly in arrears. Investors subscribing after the first day of a month will be charged a pro-rated fee.
Master Fund Fees	NIL
Custodian Fees	Included in Management Fees
Administrator's Fees	Included in Management Fees
Fund Head Office	Suite No 308-309, The Business Center Building, Bank Street, Bur Dubai, Dubai, UAE.
Date and Number of the Sub-Fund License(s) issued by SCA	
Business Day	Monday to Friday
Dealing Day	Monday of every week* (*In the event that a scheduled date falls on an official holiday or a non-working day, the dealing will be conducted on the immediate next working day)
Redemption Day	Monday of every week* (*In the event that a scheduled date falls on an official holiday or a non-working day, redemption day will be the immediate next working day)
Valuation Day	Thursday of every week* (*In the event that a scheduled date / dealing date falls on an official holiday or a non-working day, valuation will be on the immediate next working day)
Statement whether the Fund only invests in other funds	The Fund operates as a feeder fund and invests exclusively in other Master funds.
Conflicts and Risk Factors encountered by the Fund	Investing in the Fund carries a high degree of risk and is suitable only for investors who fully understand and can bear such risks indefinitely, including the potential total loss of their investment. Investors should also be aware of potential conflicts of interest involving the Directors, Fund Manager, or their Affiliates. It is essential to review the "Risk Factors" and "Potential Conflicts of Interest" section in this Prospectus before investing.
Investor Information Requests	Email: bgiof@barjeel.ae or website: www.barjeel.ae

2. The Fund

The Barjeel Geojit India Opportunities Fund is authorized and supervised by the SCA. The Fund is structured as an Umbrella Fund investing into multiple Sub-Funds. The Fund offers investors multiple choices of investments in one or more Sub-Funds, which are distinguished mainly by their specific investment policy and objective. The specifications of each Sub-Fund are provided in the Supplement specific to the Fund. The Fund Manager may, at any time, decide to review and revise by addition and or removal of Sub-Funds subject to compliance of SCA approvals, if any. The Prospectus will be updated with the details of the changes in a separate Supplement, in accordance with SCA requirements.

The Fund Manager has the authority to create separate Classes for each Sub-Fund. These Classes may share common investments, but may have distinct sales or redemption charge structures, fee arrangements, denominations, minimum subscription amounts, dividend policies, or other unique features determined by the Fund Manager. If different Classes are offered within a Sub-Fund, the specifics and characteristics of each Class are outlined in the supplement pertaining to that Class.

When introducing any new Classes of units within issued Sub-Fund, the Fund Manager will, prepare a revised Supplement outlining pertinent details for each new Class of units issued. Notification to Unit holders regarding the creation of new Classes of units within a Sub-Fund, along with their applicable terms.

Each Sub-Fund will establish and maintain, with respect to Units of any Class, a separate account to record the allocation of the assets and liabilities of the relevant Sub-Fund to the holders of Units of such Class. The holders of Units of a Class shall have no recourse to the assets or separate account of any other Class.

Each Sub-Fund will invest into an India centric UCIT fund. Each Indian Sub-Fund is an Undertaking for Collective Investment in Transferable Securities (UCITS), as referred to in the EU Directive for Undertakings for Collective Investment in Transferable Securities (2014/91/EU, UCITS V). UCITS must comply with certain restrictions to their investment policy to protect investors.

Each Master Fund is a European Union (EU) approved UCITS Fund for public offering, regulated by the following authority:

UCITS Master Fund	Regulator	Domiciled
ABSL India Frontline Equity Fund	Central Bank of Ireland	Dublin,Ireland
Ashoka WhiteOak India Opportunities Fund	Central Bank of Ireland	Dublin,Ireland
ASK Indian Entrepreneur Fund	Central Bank of Ireland	Dublin,Ireland
Aryabhata India Fund	Central Bank of Ireland	Dublin,Ireland
DSP India Equity Fund	Central Bank of Ireland	Dublin,Ireland
Franklin India Fund	CSSF,Luxembourg	Luxembourg
Kotak India Growth Fund	CSSF,Luxembourg	Luxembourg
Mirae Asset India Mid Cap Equity Fund	CSSF,Luxembourg	Luxembourg
Multi partner SICAV TATA India Equity Fund	CSSF,Luxembourg	Luxembourg
Nippon India Equity Fund	Central Bank of Ireland	Dublin,Ireland

Investments of a Sub-Fund are confined to the:

- Units of India centric Collective Investments Schemes (Master Funds) domiciled in UCITS-compliant jurisdictions.

A UCITS (Undertakings for Collective Investment in Transferable Securities) fund is a European-regulated investment fund that allows retail investors to invest in a diversified portfolio of assets, such as stocks and bonds. These funds are designed to offer a high level of investor protection through strict regulatory requirements, including liquidity, diversification, and transparency standards. UCITS funds can be marketed across the European Union under a unified regulatory framework, making them a popular choice for cross-border investments. Their regulation and oversight ensure that they meet specific standards, making them widely recognized and trusted by investors, globally.

The Sub-Funds aim to collect money from investors to invest the same into their respective Master Funds to achieve their investment goals as specified in this Prospectus and respective Supplement. Each Sub-Fund shall, issue Units of equal value to its investors in compliance with the Decision and Applicable Laws and Regulations of the UAE.

All-Sub-Funds are open-ended public Funds established in accordance with and subject to the approval of SCA. The Units of each Sub-Fund may be subscribed for by investors as specified in the Section entitled “Subscription of Units”. There will be no restrictions on the number of Units of each Sub-Fund to be issued.

2.1 Legal Structure of the Fund and Sub-Funds

The Fund does not have a legal personality or independent financial capacity according to the UAE Companies Law. Each Sub-Fund shall have a legal personality and independent financial capacity according to the UAE Companies Law.

Each Sub-Fund will acquire legal and independent financial capacity (to the extent necessary) by virtue of the Authority’s decision to license it.

The Unitholders’ rights over the assets of the Sub-Fund are guaranteed and may not be mortgaged or lent to third parties or seized or disposed of in fulfilment of any dues or debts related to any other entities.

Unitholders, their heirs and their creditors may not request to allocate, retain or control any of the relevant Sub-Fund’s assets in any way or obtain any other right over the same.

Each Sub-Fund shall be liable only for the obligations arising from the exercise of its activities, and the Unitholders shall not be liable for the obligations of the relevant Sub-Fund except within the limits of their investments.

The Fund Manager shall pay all expenses to license the Fund and each Sub-Fund.

2.2 Fund Units

Units of each Sub-Fund will be offered in registered form and will be issued without physical certificates. Fractional Units will be issued up to three decimal places. All Units have no par value and must be fully paid upon issuance. Units of each Class of each Sub-Fund have equal entitlement to participate in profits and liquidation proceeds allocated to that Class, as per the specified allocation rules, with certain restrictions as outlined below.

- a) Units that are redeemed by the Fund will become void.
- b) The Fund Manager reserves the right to limit or prohibit the ownership of Units by any individual, entity, or corporation if such ownership is deemed contrary to the interests of the Fund, its majority Unit holders, or any Sub-Fund or Class therein. If it comes to the attention of the Fund Manager that a person, either alone or in conjunction with others, who is not permitted to hold Units, is a beneficial owner of Units, the Fund may initiate the compulsory redemption of all such owned Units.

The Fund Manager has the authority to establish minimum subscription amounts for each Class, if applicable. Details regarding the subscription and redemption of Units are provided in this document. (refer to Sections 2.5 and 2.6)

2.3 Feeder Funds

Each Sub-Fund is a “Feeder Fund”. As stipulated in the Decision:

- (a) each Sub-Fund (being a sub-fund of a UAE “Umbrella Fund”) shall have the purpose of investing no less than eighty-five percent (limit) of its assets in a master investment fund that has the same investment strategy, provided that that percentage in the public feeder fund shall be limited to invest in a local or foreign master fund; and
- (b) each Sub-Fund (as a public feeder fund) shall invest the remaining percentage of its assets in one or more of (i) liquid assets, and/or (ii) financial derivatives that can be only used for hedging.

Further, the Fund Manager shall comply with the following:

- (a) the Fund Manager shall fulfil the feeder funds, and its local or foreign master funds, conditions for licensing as per the requirements of its jurisdiction of incorporation and ensure that it is not exempted or restricted from any of those conditions.
- (b) the Fund shall have an investment policy similar to the general local or foreign master fund’s policy and is subject to the supervision of an equivalent supervisory authority that is recognised by the Authority, and the relevant fund shall not be exempted or restricted from public offering in its home country.
- (c) disclosing to the current and prospective investors all information related to the master fund and any changes made thereto before undertaking any subscription or redemption process.
- (d) if the relevant master fund suspends the issuance or redemption of its units, whether on its own initiative or at the request of the competent authorities, the Fund shall suspend issuance and redemption of its Units during the same period; and
- (e) in the event of the relevant master fund’s liquidation (or the liquidation of the relevant Master Sub-Fund), the Fund (or the applicable Sub-Fund) shall be (i) liquidated, (ii) transformed into a feeder fund for another master fund, or (iii) converted into a public or private according to the Resolution and only after receiving the approval of the Authority.

Allocation of Assets and Liabilities Among Sub-Funds

Each Sub-Fund represents an individual portfolio. The assets and debts associated with each Sub-Fund are separate and segregated from one another and will be utilized in line with the investment objectives and strategies specific to each Sub-Fund, as outlined in the relevant KIID pertaining to the Sub-Fund. The Units of each Sub-Fund shall grant their holders equal rights, and the Unitholders shall share the profits and

losses resulting from the relevant Sub-Fund's activity pro rata with the Units owned in the relevant Sub-Fund. A Unitholder or a creditor of a Sub-Fund shall have no recourse to the assets or income of any other Sub-Fund. Each Sub-Fund corresponds to a distinct portion of the Fund's assets and debts. Essentially, the assets of a Sub-Fund are solely designated to fulfill the rights of Unit holders and creditors whose claims pertain to that Sub-Fund. In cases where the liabilities of a Sub-Fund surpass its assets, the assets of another Sub-Fund will not be used to cover such deficits.

Investors in each Sub-Fund shall jointly own the relevant Sub-Fund's assets and will on a pro-rate basis share the relevant Sub-Fund's gains, losses, income, profits and dividends, if any, as well as the costs associated with the activities of the relevant Sub-Fund according to the number of Units they own. Once an investor has paid the Subscription Price in full, in respect of its Units; such investor shall not be required to provide any additional capital to the Fund or the relevant Sub-Fund in connection with such Units.

Ownership of Assets

In each Sub-Fund, investors will collectively own the assets of that Sub-Fund and will proportionately share in any increases or decreases in the value of those assets resulting from gains, losses, income, profits, dividends, and associated costs. If there are multiple classes within the same Sub-Fund, participation is determined by the number of Units held and the Net Asset Value per Unit of the Sub-Fund. This ensures fair distribution, particularly if there are differences in the value of the Sub-Fund's net assets per Unit among classes.

Duration of the Fund

The duration of the Fund and each Sub-Fund shall be unlimited and shall continue until it is terminated in accordance with the provisions of this Prospectus, in relation to a Sub-Fund, the relevant Supplement.

Permitted Investments

Investments of a Sub-Fund are confined to:

- Units of India centric Collective Investments Scheme (Master Funds) domiciled in a UCITS-compliant jurisdiction.

A UCITS (Undertakings for Collective Investment in Transferable Securities) fund is a European-regulated investment fund that allows retail investors to invest in a diversified portfolio of assets, such as stocks and bonds. These funds are designed to offer a high level of investor protection through strict regulatory requirements, including liquidity, diversification, and transparency standards. UCITS funds can be marketed across the European Union under a unified regulatory framework, making them a popular choice for cross-border investments. Their regulation and oversight ensure that they meet specific standards, making them widely recognized and trusted by investors globally.

Forward-looking Statements

This Prospectus may include forward-looking statements regarding future events or the future performance of the Fund. It is important to note that these statements are merely predictions, and actual events or results may significantly differ. Forward-looking statements can often be recognized by terms like "anticipate," "believe," "continue," "estimate," "expect," "intend," "may," "plan," "project," "should," "will," or their negative forms, as well as other similar terminology. These statements are predictions, and

actual outcomes may vary significantly. Prospective investors should carefully evaluate these statements, considering various factors, including but not limited to the risks described in the section titled “Risk Factors’ and “Potential Conflicts of Interest’.

These forward-looking statements are valid only as of the date of this Prospectus, and the Fund has no intention of updating them to reflect changes in expectations or circumstances unless required by applicable laws and regulations or regulatory bodies.

Financial Year, Reference currency and Reports

The Sub-Fund's financial year commences on April 1 and concludes on March 31 except for the first financial year, which starts on the funds licensing date and ends on March 31 of the next year, provided that the first financial year of the Sub-Fund shall not exceed (18) eighteen months and shall not be shorter than (6) months starting from the licensing date of the Sub-Fund. The audited financial report will be issued within **(3) months** after the end of each financial year and the reviewed semi-annual financial report will be issued within **(45) days** after the end of the semi-annual period. The Fund operates with the US Dollar as its reference currency. These reports will encompass consolidated accounts of the Fund presented in US Dollars, along with specific information on each Sub-Fund expressed in the reference currency (USD) of that Sub-Fund. The financial reports will be prepared in accordance with the International Financial Reporting Standards (IFRS). All communication to investors will be by email. The Fund Manager will provide this information on its website:

- a. Fund annual and semi-annual reports,
- b. monthly fund reports, ensuring investors receive timely information on the Fund’s activities and performance.
- c. monthly client portfolio statements
- d. the aforesaid information will be available

No Advice

Investors should not interpret the contents of this Prospectus and any Supplement as legal, business, or tax advice. Each prospective investor is encouraged to seek advice from their own attorney, business advisor, and tax advisor regarding legal, business, tax, and related matters related to this offering.

Taxation and Reporting

Under the current laws and practices, the Fund or the Sub-Funds will not be liable to pay capital gains tax in the United Arab Emirates. Those considering investing in the Fund should seek advice from their own financial advisors to understand how this investment might affect their specific tax situation. The Fund and the Sub-Funds are obligated to adhere to regulations and guidelines stemming from treaties, laws, and agreements entered into by the United Arab Emirates, which require compliance with the exchange of tax-related information (known as "AEOI"). These agreements encompass both the U.S. Foreign Account Tax Compliance Act ("FATCA") and the OECD Standard for Automatic Exchange of Financial Information (AEOI) in Tax Matters – Common Reporting Standard ("CRS"). More detailed information regarding AEOI can be found in the relevant Subscription Agreement related to the Fund. The Fund Manager, however, will be subject to Corporate Tax, with no impact on underlying investors/investments.

Limited Liability

An investor in the Fund shall only be liable for the obligations of the Sub-Fund within the limits of their holdings in the Sub-Fund in which they invested. Unit holders will have no further liability for the debts of the Fund.

Investment Risks

There's no guarantee that a Sub-Fund will meet its investment objective. It is important to understand that the value of a Unit in a Sub-Fund and any associated income is not assured and may rise or fall. Investing in a Sub-Fund carries risks, including the potential loss of some or all the invested amount. The returns and income of a Sub-Fund depend on the appreciation and income generated by its investments, after deducting their expenses. Consequently, the return on a Sub-Fund may vary in response to changes in these factors. Additionally, fluctuations in the exchange rate between the currency of the Sub-Fund's Units and the currency of its investments, if different, could impact the investment's value. Investors should carefully consider the specific risk factors outlined in the "Risk Factors" section.

Confidentiality

By accepting and retaining this Prospectus and Supplement, recipients acknowledge and agree to maintain the confidentiality of their contents along with all accompanying documents. If the recipient decides not to purchase any Units, they are obliged to return this Prospectus, any Supplement, and all associated documents to the Fund Manager or the Fund Administrator and to permanently delete any electronic copies. Reproduction of this Prospectus, in whole or in part, or their use for any purpose other than the intended one, requires prior written consent from the Fund Manager.

Source of Information

Some of the information presented in this Prospectus or any Supplement is sourced from published materials or information furnished by third parties. The Fund, the Fund Manager, any Director, or any individuals associated with them, including directors, officers, Unit holders, Affiliates, employees, or agents, do not take responsibility for the accuracy or completeness of such information.

Data Protection

In accordance with the UAE Federal Law no. 45 of 2021 on the Protection of Personal Data ("Data Protection Law") and any other Applicable Laws and Regulations, the Fund, acting as data controller, hereby informs the Unitholders and/or prospective Unitholders or if the Unitholders and/or the prospective Unitholders are legal person, any natural person related to the Unitholders and/or the prospective Unitholders such as its contact person(s), employee(s), trustee(s), agent(s), representative(s) and/or beneficial owner(s) ("Data Subjects"), that certain personal data provided to the Fund or its delegates may be collected, recorded, stored, adapted, transferred or otherwise processed for the purposes set out below.

Such personal data includes (i) for individual Unitholders: the name, address (including postal and/or e-mail address), banking details, invested amount and holdings of each Unit holders; (ii) for corporate Unitholders: the name and address (including postal and/or e-mail address) of the natural person related to the Unitholders; and (iii) any personal data the processing of which is required in order to comply with

regulatory requirements, including tax law and foreign laws (all the personal data mentioned above, collectively, the “Personal Data”).

The Fund as a data controller is under obligations with respect to the processing of Personal Data in accordance with Data Protection Law by the Fund and its affiliates and delegates, including but not limited to the Administrator.

The Fund guarantees that it has appropriate technical and organisational security measures against the risks of unlawful or unauthorised processing of Personal Data and against the risks of accidental loss or destruction of, or damage to, such Personal Data.

Under Data Protection Law, the Data Subject has rights including the right to request access to or erasure of Personal Data relating to them, to restrict or object to its processing, and to require Personal Data to be corrected, if inaccurate. The Data Subjects, wishing to exercise such rights, should do so by contacting the Fund Manager.

Complaint Policy

Individuals wishing to address a concern regarding the Fund's operation can do so by submitting a written /email complaint to the registered address/email address of the Fund Manager. As per UAE regulations, the Fund Manager has established and upholds an effective policy for handling complaints.

2.4 Eligible Investors and Distribution

These Sub-Funds are tailored for all eligible investors in the UAE. Generally, the Units may be offered to and purchased by “Professional Investors” and “Ordinary Investors” by the Fund Manager as defined in the Rulebook. The Fund Manager may appoint one or more SCA-registered promoters to promote and distribute the Fund. However, the Sub-Funds may list in the relevant Supplement additional restrictions, if any, in respect of who may purchase its Units.

The Sub-Funds are best suited to complement a well-diversified investment portfolio. The Fund Manager reserves the right, to decline any subscription if the eligibility requirements are not met.

The Fund Manager may appoint authorized/ regulated entities in other jurisdictions to promote or distribute the fund subject to the compliance of applicable regulations in those jurisdictions.

The Fund shall not be offered to or purchased by Restricted Person

- (a) in breach of the law or requirements of UAE and/or any other country or governmental authority.
- (b) in circumstances (whether directly or indirectly affecting such Person and whether taken alone or in conjunction with any other Person, connected or not, or any other circumstances) which, in the opinion of the Board, might result in the Fund incurring any liability to taxation or suffering any other pecuniary, legal or administrative disadvantage which the Fund might not otherwise have incurred or suffered;
- (c) addition and deletion to the eligible investor list can also happen based on the UCIT requirement.
- (d) if prospective investor is, or the relevant Unitholder becomes, a Restricted Person;

- (e) failure by the prospective investor to provide a duly completed Subscription Agreement or a breach of the Subscription Agreement (including a breach of any representation or warranty therein), and/or
- (f) failure by the prospective investor to pay its any or all of its subscription amount.

The distribution of this Prospectus and the offering of Sub-Funds in certain jurisdictions may be restricted and accordingly persons into whose possession this Prospectus may come are required by the Fund and the Fund Manager to inform themselves of, and to observe, any such restrictions.

This Prospectus does not constitute an offer or solicitation to any person in any jurisdiction in which such offer or solicitation is not authorised or to any person to whom it would be unlawful to make such offer or solicitation. It is the responsibility of any person or persons in possession of this Prospectus and wishing to make application for the Sub-Funds to inform themselves of, and to observe, all applicable laws and regulations of any relevant jurisdiction. Prospective investors are considered fully aware of all legal requirements also applying and any applicable exchange control regulations and applicable taxes in the countries of their respective citizenship, residence or domicile.

Neither the Fund, the Sub-Funds, nor the Fund Manager is making any representation to any potential investor in the Fund or its Sub-Fund regarding the legality of their investment under applicable investment laws or similar regulations.

Modification And Withdrawal of Offer

The Fund Manager retains the right to amend, withdraw, or terminate any offering made under this Prospectus and/or any Supplement at any time before the completion of the offering. Additionally, the Fund Manager may, at its sole discretion, reject any subscription, either in whole or in part.

Neither the Fund, Sub-Funds nor the Fund Manager are making any representation to any potential investor in the Fund or its Sub-Fund regarding the legality of their investment under applicable investment laws or similar regulations.

2.5 Subscriptions

Investors may subscribe for Units during the Initial Offer Period at the Initial Issue Price plus any applicable subscription fee specified in the relevant Supplement. After completion of the initial offer period or the extended offer (2nd Subscription period, if applicable) the Fund manager will declare the first NAV.

After the Initial Offer Period, subscriptions can be made on each Subscription Date (weekly) at the relevant Subscription Price. The notice period or specific timing for subscriptions will be detailed in the document on Minimum Subscription and holding requirements. The minimum initial subscription amount and the minimum ongoing holding amount for each Sub-Fund or Class are specified in the relevant Supplement.

Subscription of Units

Prospective investors must complete and submit a duly filled and signed subscription agreement, in a format approved by the Fund Manager (referred to as the "Subscription Agreement"). This includes

providing any required information and documents as per the Subscription Agreement. These documents should be sent to the Administrator and Fund Manager.

For subscriptions during the Initial Offering Period, completed applications and payments must be received no later than 10 pm (UAE time) on the last Subscription Day or such earlier time as may be determined by the Fund Manager. For subsequent subscriptions, the deadline for completed applications and payments is 4pm (UAE time), one (1) Business Day before the relevant Subscription Day, or any earlier or later time set by the Fund Manager.

Failure to meet these deadlines will result in the subscription being considered, unless otherwise decided by the Fund Manager, as a request for subscription, on the next Subscription Day.

The Fund Manager at its discretion may offer the investor to make additional purchases on a periodical basis with equal monthly, bi-monthly or quarterly payments for a period not less than one year.

Subscriptions are only accepted in US dollars or in Dirhams, UAE. If subscription is in AED, the Fund Manager will exchange the subscription monies for US dollars at the prevailing spot rate agreed upon at the time of subscription. This exchange will be at the sole risk and cost of the subscriber.

Unless otherwise determined by the Fund Manager, all Subscription Agreements are irrevocable. They must be submitted to the Administrator either in physical form or via the designated online application process, at the address specified in the Subscription Agreement. Additionally, any requested information and documentation must accompany the submission, with a copy of the same sent to the Fund Manager. It is important to note that neither the Fund, the Fund Manager, nor the Administrator shall bear any responsibility for the non-receipt of emails. A Subscription Agreement will be deemed effective only upon the actual receipt of the complete application by the Administrator.

The Administrator will confirm receipt of any subscription request for the Fund. If no acknowledgement is received within five (5) days, the applicant should assume non-receipt and contact the Administrator via email or telephone.

Fractional Units will be issued up to three (3) decimal places when the remaining subscription monies represent less than the Subscription Price

Upon the approval of their application, confirmations will be promptly dispatched to applicants, following the Initial Offering Period or the relevant Subscription Day. These confirmations will include:

(i) Unitholders name, address, and email address, (ii) Date of confirmation, (iii) Unit holders identification within the Administrator, (iv) Fund name, (v) Fund's internal identification or ISIN (if applicable), (vi) Date of the applicable Net Asset Value, (vii) Dealing date, (viii) Currency, (ix) Transaction type, (x) Class, (xi) Total (gross) amount, (xii) Any charges, (xiii) Net amount, (xiv) Net Asset Value per Units, (xv) Number of units issued, (xvi) Updated holdings summary for the Unit holder, (xvii) Class issued, (xviii) Unit holders holdings before the relevant subscription or redemption, (xix) The current trade's issued or redeemed units, and (xx) Unit holders holdings after the relevant subscription or redemption.

To prevent money laundering, all individuals subscribing to units are required to identify themselves to the Fund Manager, the Administrator, and/or any appointed agent of the fund during the subscription and redemption processes.

Number of Units offered

Unlimited, unless otherwise set out in the relevant Supplement.

Minimum Subscription

Minimum initial subscription requirements (if any) will be determined by the Fund Manager per Sub-Fund, as set out in the relevant Supplement.

The minimum subsequent subscription amount (if any) will be determined by the Fund Manager per Sub-Fund, as set out in the relevant Supplement.

Subscription Period and Subscription Price

The Units of each Sub-Fund shall initially be offered at the subscription price specified in the relevant Supplement during the initial subscription period. Thereafter, Units shall be issued at a subscription price equal to the Net Asset Value (NAV) per Unit of the relevant Class as calculated on each Valuation Day. All subscription and redemption requests received from investors on or before the Transaction Day (i.e., Monday) shall be processed at the NAV per Unit calculated on the immediately following Valuation Day (i.e., Thursday)

2.6 Redemptions

Subject to any restrictions or suspension set out in this Prospectus and/or a Supplement, units are redeemable at the option of the Unitholders on each Redemption Day upon such number of days' notice or by such time and/or day as specified in the Supplement. Units will be redeemed at the Redemption Price. This is provided that, a redemption notice in the form required by the Fund Manager ("**Redemption Notice**") is received by the Administrator by 1:00pm UAE time on the Business Day immediately preceding the proposed Redemption Day, or at such other shorter period as the Fund Manager may determine from time to time and except in the circumstances set out in this Prospectus.

Redemption Price

The redemption price corresponds to the unit share value of the respective Unit Share Class calculated as at the relevant Redemption Day ("**Redemption Price**"), the maximum amount of which is described in the respective Sub-Fund supplement. In case the Redemption Day is not a Valuation Day, the Unit Share Class shall be calculated as at the immediately preceding Valuation Day after adjustment for:

- (a) any accrual of Management Fee and Performance Fee due; and
- (b) any other applicable fee as set out in this Prospectus and the relevant Supplement.

Redemption Procedure

Redemption Notice will (save as determined by the Fund Manager) be irrevocable and must be sent by email or other electronic method required by the Fund Manager to the Administrator at its address set out in the Redemption Notice, with a copy to the Fund Manager.

Redemption proceeds will not be disbursed to the redeeming Unit holder until the Fund Manager /Administrator receives the duly completed and signed Redemption Notice, along with any required information and documents as per applicable laws and regulations. Neither the Fund nor the Administrator

will be liable for the non-receipt of any email. Emails directed to the Administrator will be considered effective only upon their actual receipt.

Redemption requests submitted to the Fund before the relevant cut-off time for redemption orders, as specified for each Sub-Fund's Redemption Day, are processed using the NAV determined on that particular Redemption Day, as outlined in the Supplement for the respective Sub-Fund. If a Redemption Notice is received after the deadline for redemption requests for a specific Redemption Day, it will, unless otherwise determined by the Fund Manager, be considered a request for redemption on the following Redemption Day. In cases where a Unit holder has multiple subscriptions for Units on different Subscription Days, redemption will be processed on a "first-in, first-out" basis, unless otherwise agreed upon by the Fund Manager. A Unitholder may request the redemption of a certain specified USD amount or of a certain number of Units. If a redemption request is for both a specified USD amount and a specified number of Units, the specified number of Units will be considered the definitive request.

If a Unitholder has a redemption of Units, a redemption by such Unitholder will be made on a "first-in, first-out" basis (such that Units will be redeemed in the order in which they were subscribed for), unless otherwise agreed by the Fund Manager.

Partial redemptions may be declined, in the sole discretion of the Fund Manager, if they would cause a Unitholder to have an interest of less than the Minimum Holding

Fund will endeavor to disburse the redemption proceeds to a redeeming unit holder within 10 Business Days following the relevant Redemption Day. The Fund Manager will not be responsible for the delay with the redemption proceeds received from the underlying sub funds. This payment is calculated based on the Net Asset Value per Unit of the relevant Class and Series. Payments will be transferred via wire transfer to the investors' bank account specified by the unit holder in the Redemption Notice.

The Fund Manager will acknowledge receipt of any Redemption Notice on behalf of the Fund. Should no acknowledgment be received within five (5) days of submission, the Unit holder should assume non-receipt and contact the Fund Manager via email at BGIOF@barjeel.ae or telephone at +971 4 3060900 to verify the status of their request.

Redemption Restrictions

If Redemption Notices exceed 10% of the Units in issue or Fund NAV of the relevant Sub-Fund on any Dealing Day, the Fund Manager may in its absolute discretion defer some or all of such applications for such period of time (which shall not exceed two Valuation Days) that the Fund Manager considers to be in the best interest of that Sub- Fund, provided that, on the first Valuation Day following this period, such deferred redemption applications will be given priority and settled ahead of newer Redemption Notices received after this period.

Redemption Fees

No redemption fees shall be payable, unless otherwise specified in the relevant Supplement. Certain classes of units may be subject to an exit load if redeemed before the completion of the lock-in period.

Redemption Proceeds

The Fund, with respect to each Sub-Fund, will endeavor to pay redeeming Unitholder the redemption proceeds within ten (10) Business Days after the relevant Redemption Day. The Fund Manager will not be responsible for the delay with the redemption proceeds received from the underlying sub funds. Payments will be remitted by wire transfer to the account designated by the Unitholder as provided in the Redemption Notice and subject to his compliance of KYC, AML and related requirements. No interest will accrue on the redemption proceeds pending payment.

Compulsory Redemptions

In the following cases:

- (a) the value at the Unit NAV as at the last Valuation Day of all the Units held by a Unitholder is less than the Minimum Holding;
- (b) any of the representations given by a Unitholder in its Subscription Agreement were not true or have ceased to be true;
- (c) such ownership is in violation of UAE law; or
- (d) such ownership would subject the Fund or the relevant Sub-Fund to any tax or other financial disadvantage that it would not otherwise incur,
- (e) the Unitholder fails to satisfy the CDD requirements within two (2) months of receiving notice from the Fund Manager, resulting in account suspension; if non-compliance continues for an additional one (1) month despite further reminders, the Fund may compulsorily redeem all outstanding Units.

the Fund Manager may instruct such a Unitholder (a "Restricted Person" in writing to redeem all its Units within thirty (30) calendar days of the Restricted Person receiving such written notice. If the Restricted Person does not comply with the notice, the Fund Manager may compulsorily redeem all Units held by such Restricted Person(s) in accordance with the following procedure:

- (1) The Fund Manager will issue a second notice (the "Purchase Notice") to the relevant Unitholder, which sets out (i) the Unitholder's name, (ii) the Units to be redeemed, and (iii) the procedure under which the Redemption Price is calculated. The Purchase Notice will be sent by registered post to the address listed in the register of Unitholders.
- (2) The Restricted Person's ownership of the designated Units shall end upon close of business on the date designated in the Purchase Notice, and such Unitholder shall have no further claim in relation to the Units or any part thereof, or against the Fund, the Fund Manager or the assets of the relevant Sub-Fund(s) related to the Units except for the right to repayment of the redemption price of the Units (the "Redemption Price") without interest. For registered Units, the name of the Unitholder shall be removed from the register of Unitholder.
- (3) The Redemption Price shall correspond to an amount determined based on the Unit NAV of the corresponding Class of Units on a Valuation Day which following the day of taking the redemption decision.

The Redemption Price will be paid in the same currency as the relevant Class of Units of the relevant Sub-Fund and will be deposited in the relevant Unitholder's bank account as stated in the subscription form on subscription within 10 working days of the relevant Valuation Day. After the Redemption Notice has been provided and in accordance with the procedure outlined above, the previous owner has no further claim to the Units or any part thereof, and the previous owner

no longer has any claim against the Fund, the Fund Manager or the assets of the relevant Sub-Fund(s) related to these Units.

Temporary Suspension of Issues, Redemptions

The determination of the NAV of Units in one or more Classes may be halted in the following circumstances:

(a) when the underlying UCITS fund, in which a significant portion of the investments of the Sub-Fund in question are held, imposes restrictions or suspensions.

(b) in the presence of an emergency making the disposal or valuation of assets impractical.

(c) in the event of a breakdown in the usual communication or computation methods used for asset valuation.

(d) when the Fund is unable to repatriate funds for redemption purposes, or when fund transfers essential for investment realization or redemption payments cannot be made at normal exchange rates, as deemed by the Fund Manager.

(e) in any other situation beyond the control and responsibility of the Fund Manager.

2.7 Fund Manager

The Fund Manager, Barjeel Geojit Financial Services LLC, established in 2001, is a joint venture between Sheikh Sultan Bin Al Sooud Al Qasimi, based in Sharjah and Geojit Financial Services Ltd. (Geojit). Sheikh Sultan Bin Al Sooud Al Qasimi, along with Sheikh Saud Majid bin Saud bin Khalid Al Qasimi, who have diversified interests in construction, real estate, and investments, — jointly hold a 65% stake in Barjeel Geojit Financial Services LLC.

Geojit, a leading financial investment services provider with a presence across India and the Gulf Cooperation Council (GCC) countries, is a trusted partner to over a million clients. It offers a broad range of products and services including mutual funds, insurance, equity and derivatives, commodities, portfolio management services, financial planning and more. Geojit combines traditional offerings with a comprehensive portfolio of digital solutions. Geojit which holds a 30% stake in Barjeel Geojit, manages USD 12 billion in assets across its 500 offices, serving approximately 1.4 million clients, and is recognized for its pioneering role in the Indian capital market.

Mr. K. V. Shamsudheen, who has been a prominent advocate for financial education and inclusion in the UAE for over five decades, holds 5% stake in Barjeel Geojit.

Barjeel Geojit is regulated by SCA and is licensed to carry out certain financial services including Managing Funds and Promotion and Introduction activities for various financial products. In 2023, it, received the Investment Fund Management activity license from SCA to operate as a Fund Manager, enabling it to manage funds. Barjeel Geojit brings together a team of experienced professionals who have served over 40,000 clients since inception.

Operating across the UAE, with offices in Dubai, Abu Dhabi, and Sharjah, Barjeel Geojit has comprehensive infrastructure, including state-of-the-art software, hardware and human resources, to deliver professional services to its investors.

The Fund Manager bears responsibility for all operations of the Fund and has the authority to delegate activities or outsource functions to a third party, but is responsible and accountable for overseeing such

activities and functions. The Fund Manager will handle the Fund and each sub fund, in alignment with the terms stipulated in the Prospectus and as per the SCA guidelines.

Pursuant to the SCA regulation, the Fund Manager shall:

- a. Manage the Fund including the Fund Property (assets/liabilities) and in accordance with the most recent Prospectus. Manage the Sub-Funds investments and undertake the necessary supervisory control and operational tasks in compliance with this Prospectus and applicable laws and regulations;
- b. Perform the functions conferred as per SCA regulation; and comply with any conditions or restrictions imposed by SCA including those on its license or in respect of the Fund; and
- c. Comply with any requirements or limitations imposed under the regulation including any limits relating to financial interests it or any of its associates may hold in the Fund.

Pursuant to SCA regulation, in exercising its powers and carrying out its duties, the Fund Manager shall:

- act honestly;
- exercise the degree of care and diligence that a reasonable person would exercise if she or he were in the Fund Manager's position;
- treat the unit holders who hold interests of the same Class equally and unitholders who hold interests of different Classes fairly;
- not improperly make use of information acquired through being the Fund Manager in order to (i) gain an advantage for itself or another person, or (ii) cause detriment to the Unit holders in the Fund;

The Fund Manager is permitted from time to time and subject to the prior approval of the Securities and Commodities Authority (SCA), delegate certain activities or outsource certain functions in accordance with the regulation. However, the Fund Manager continues to retain responsibility for such delegated activities and functions.

Management Team of Fund Manager

The key members of the management team of the Fund Manager are:

Surendra Dwivedi has over 25 years of experience across banking, wealth management, and investment-led businesses in India and the Middle East, with exposure spanning wealth and private banking, institutional and cross-border financial services, risk management, and portfolio construction. He holds a B.Tech (Engineering) and a Post Graduate Diploma in Business & Marketing Management from Symbiosis, Pune, and is the Chief Executive Officer of Barjeel Geojit Financial Services LLC, where he is leading the firm at a pivotal phase with the launch of its fund management initiatives.

K.V. Shamsudheen, founder Director of Barjeel Geojit, is widely known for the financial education and financial inclusion activities undertaken by him for more than 5 decades in the GCC region and India.

Farzana Razak, a professionally qualified Chartered Accountant from India, brings more than 30 years of industry experience in financial markets, with expertise spanning both institutional and retail segments. She currently leads the operations of Barjeel Geojit as Senior Vice President of Operations.

Arun Punnen Prasad, Head of Compliance at Barjeel Geojit, is a post-graduate and SCA-licensed Compliance Officer with over 20 years of experience in capital markets industry. He is responsible for

ensuring that Barjeel Geojit' s offices and employees across the UAE comply with all applicable laws and regulations as administered by relevant local regulators.

2.8 Investment Committee

The Investment Committee appointed by the Fund Manager oversees, monitors, and reports on the Fund's performance to the Fund Manager, in accordance with the SCA Rulebook and prevailing laws and regulations.

The key responsibilities of the Investment Committee are as under:

- i) Monitor the strategic context for the development and maintenance of the Fund's new and existing investment assets and mandates;
- ii) Review the appropriateness of investment strategies used to support the Fund's investments;
- iii) Review whether investment performance and investment risk levels appropriately reflect the chosen investment strategies;
- iv) Monitor whether investment and fund performance meet performance expectations relative to projected performance and fund objectives;
- v) Monitor risk exposure for various assets classes and guide the Fund Manager on corrective action;
- vi) Monitor asset levels across asset classes and investment products with regard to capacity constraints; and
- vii) Carry out any other related function as delegated by the Board.

The current members of the Investment Committee are:

- Shaikh Saud Majid Binsaud Binkhalid Al Qasimi
- Jones George and
- G. Pradeep Kumar

Shaikh Saud Majid Binsaud Binkhalid Al Qasimi is currently Vice Chairman of Barjeel Geojit Financial Services and Deputy Managing Director at Al Saud Company LLC where he oversees the overall management of the company's direct investment activities in various sectors and real estate property management. He has extensive experience in Strategic & Tactical planning, Business Development, Investment banking, and Real Estate Management. Prior to working at Al Saud Company LLC, he acquired substantial professional experience in the financial services sector during his tenure at some of the leading financial services institutions such as HSBC Private Bank, Commercial Bank of Dubai, and Abraaj Group. Saoud holds a BSc in Business Administration specializing in Finance from Al Ghurair University.

Jones George, is Executive Director at Geojit Financial Services Ltd. where he oversees Digital Initiatives, Customer Experience, Geojit IFSC and NRI business functions. He spearheads the Company's digital transformation, strengthening customer relationship touch points. A Digital Media Specialist with

experience in the field of digital transformation, Jones George develops business strategies for retail financial services. His experience includes developing digital platforms, digital product strategies and business process reengineering. Jones George is a postgraduate in MSc Management (Information System and Digital Innovation) from London School of Economics and Political Science, London and has done his MBA (Finance) from Australian Graduate School of Management at UNSW Business School, University of New South Wales, Australia. He holds directorship in Geojit Techloan Private Limited, Geojit IFSC Limited, CJG Developers Private Limited and CJG Holdings India Private Limited.

Mr. G. Pradeep Kumar has over 33 years of experience in the investment management industry in India and overseas. He served as the Chief Executive Officer of Union Asset Management Company Pvt. Ltd. for nearly 14 years, where he joined as the first external employee and played a key role in building the firm into a profitable and successful asset management company. Prior to this, he was the Chief Marketing Officer at IDFC Investment Advisors Ltd., where he was instrumental in establishing the public markets alternatives business, including PMS and offshore funds. He also set up and headed UTI International Ltd., based in London, for seven years. Mr. Pradeep Kumar is a former Vice Chairman of the Association of Mutual Funds in India (AMFI) and holds a PGDM from IIM Ahmedabad and a B.Tech from the University of Calicut.

Fees and Expenses

Under the Fund Management Agreement, the Fund Manager may receive a Management Fee as set out in the relevant Supplement. The Fund Manager will be responsible for all of its own overhead costs including the salaries and other remuneration benefits of its directors, employees and agents, rent, utilities and office supplies. Each Sub-Fund shall reimburse the Fund Manager for any other fee and expenses, Sub-Fund Expenses and Fund Expenses (allocated to such Sub-Fund) incurred by the Fund Manager, at such time(s) as determined by the Fund Manager.

Termination

The Fund (1) may remove the Fund Manager by Special Resolution by the general assembly of Unitholders and with the prior approval of the Authority, in accordance with the Decision.

The Authority (2) may remove the Fund Manager as the Fund Manager of the Fund by issuance of a resolution by the Authority if it deems that the Fund Manager has committed a material and significant violation of its obligations, duties and the provisions stated in the Resolution and the relevant resolutions, or if the Authority sees – for important reasons – that this is for the sake of the interests of the Unitholders in accordance with public interest.

The Fund Manager (3) may also resign as Fund Manager of the Fund in accordance with the Decision, provided that the Fund Manager has (i) notified the Unitholders at least sixty (60) Business Days prior to such resignation, (ii) obtained the prior approval of the Authority, and (iii) ensured that an alternative Fund Manager is appointed to act as the Fund Manager of the Fund pursuant to the terms of a fund management agreement with terms and conditions at least the same as those set out in the Fund Management Agreement.

In accordance with the Decision, the removal or resignation of the Fund Manager shall not lead to the dissolution or termination of the Fund.

3. Investment Objective and Policies

The objective of the Fund is to achieve long-term capital appreciation by investing its total assets (excluding cash) into various Master funds registered as UCITS, which focus on equities and equity-linked securities of Indian companies. Structured as an umbrella fund, it invests in multiple sub-funds each of which allocates assets to master funds specifically designed for India-centric UCITS investments. The investment objectives and policies for each sub-fund are detailed in the respective Sub-Fund Supplement.

Each Sub-Fund invests all its assets in qualifying UCITS Master funds, as outlined in respective Supplement. These Master funds aim for growth through capital appreciation over a mid to long-term horizon, investing 100% of their total assets in equity securities of companies domiciled in or primarily operating in India. The Master funds seek to achieve this objective by focusing on Indian equity market.

This structure introduces unique risks, including potential impacts from larger investment vehicles on smaller ones, such as higher operating costs or reduced portfolio diversity

Base currency of the fund will be US dollars.

The Fund may establish any number of sub funds at the discretion of the Fund Manager, each subject to the prior approval of the SCA under the same Umbrella Fund. The Fund intends to establish the following Sub-Funds upon its incorporation:

1. BGIOF ABSL India Frontline Equity Fund
2. BGIOF Ashoka WhiteOak India Opportunities Fund
3. BGIOF ASK Indian Entrepreneur Fund
4. BGIOF ARYABHATA India Fund
5. BGIOF DSP India Equity Fund
6. BGIOF Franklin India Fund
7. BGIOF Kotak India Growth Fund
8. BGIOF Mirae Asset India Mid Cap Equity Fund
9. BGIOF Multi partner SICAV TATA India Equity
10. BGIOF Nippon India Equity Fund

Indian Equities: A Focused Investment Strategy

Introduction India today stands at an inflection point — emerging as a structurally sound, standalone investment destination. Sustained reforms, rising domestic participation along with macroeconomic fundamentals continue to strengthen long-term prospects. Demographic tailwinds, infrastructure expansion, and deepening financial markets support India’s differentiated growth trajectory. Mid- and small-cap segments offer higher EPS growth potential, enhancing return opportunities. Geopolitical realignment and capital flows further reinforce India's global equity relevance. These drivers position Indian equities as a core allocation in long-term portfolios.

- I. **India's Economic Growth and Market Outlook:** India has maintained an average GDP growth rate of 6.5% over the past two decades, with the International Monetary Fund projecting continued expansion over the next ten years, reinforcing its position amongst leading global markets. Market capitalization has more than doubled in the past decade, rising from approximately USD 2.0 trillion to USD 4.4 trillion and is expected to touch USD 10 trillion by 2030, placing India among the top-performing equity markets globally, as per MSCI indices. Additionally, India's foreign exchange reserves stood near USD 645 billion in March 2025, providing a strong buffer against global volatility and enhancing macroeconomic resilience.
- II. **Demographic Trends and Capital Market Development:** According to UN estimates, approximately 67% of India's population i.e. approximately 940 million individual falls within the working-age range of 15–64 years, and this group is expected to grow to 1.05 billion in the coming decade. This, alongside rising income levels, financial literacy, and information access, is expected to expand participation in capital markets.
- III. **Key Industry Trends Supporting India's Growth:** India stands out as a long-term investment destination, driven by growth in IT, infrastructure, and financial services. Large-scale initiatives focused on digital infrastructure, logistics modernization, and financial inclusion are transforming the economy. Reforms in banking and capital markets are deepening investor access, supported by credit expansion, digital lending, and NBFC consolidation. Manufacturing is expanding under Make in India and PLI schemes, positioning India as a global production hub. A rising middle class fuels consumption across lifestyle services, retail, and urban mobility. Green energy investments and digital innovation in AI, SaaS, and cybersecurity are also gaining momentum. These trends position India as a dynamic, diversified economy for global investors.
- IV. **Domestic Mutual Fund Industry Trends** India's mutual fund industry has witnessed robust growth, with assets under management (AUM) increasing from approximately USD 96 billion in 2014 to around USD 850 billion by March 2025. Systematic Investment Plan (SIP) inflows have surged, reaching a record USD 3 billion in May 2025, reflecting sustained retail participation and investor confidence. With financial savings averaging 11% of GDP and continued growth in investor awareness, AUM is projected to reach USD 1.8 trillion by 2030, further deepening market penetration and financial inclusion.
- V. **Investment Options Global and EM Funds:** Investment exposure to India is often limited in global and emerging market (EM) funds, which typically allocate just 15%–20% to Indian equities—mostly in large-cap, mature companies. In contrast, India-focused funds offer targeted access to the full breadth of the domestic market, including high-growth mid- and small-cap segments. Managed by professionals with on-the-ground expertise, these funds benefit from deep knowledge of local regulations, policy shifts, and business models. Despite India's growing importance in global portfolios, dedicated India-focused fund options remain relatively limited. As investor interest rises, this underrepresentation presents a case for allocating through specialized vehicles

Conclusion India's macroeconomic environment and regulatory framework support transparency, governance, and investor participation. Its demographics, domestic consumption, and capital markets contribute to ongoing growth. Digital transformation, sector rotation, and demand across industries add depth to the market. Funds focused solely on India give investors the opportunity to invest in mid-sized and smaller companies that are often overlooked by broader global investment funds. Local expertise aids in identifying opportunities. These factors support the case for India as an investment destination.

Investment Restrictions

Any Sub-Funds' investments will be limited to investments permitted by the applicable Regulations. If the Regulations are altered during the life of the Umbrella Fund, the investment restrictions may be changed to take account of any such alterations but any such changes shall be in accordance with the SCA's requirements, reflected in an updated version of the Prospectus. Investors will be advised of such changes from time to time and it will be reflected in the next succeeding annual or half-yearly report of the Umbrella Fund.

The Fund has been formed specifically for the Sub-Funds to invest in the Master Funds. The Fund Manager does not intend to conduct investment or operational due diligence with respect to the Master Funds and its target investments. Similarly, the Fund Manager will not perform any due diligence on or otherwise gauge the effectiveness of the Master Fund investment objective, strategy, programs or processes. Accordingly, there is a risk that the Fund Manager may not detect potential conflicts of interest, fraudulent behavior or investment, administrative, or operational weaknesses with respect to the Master Fund, any of which may give rise to substantial losses.

4. Management

4.1 Custodian

Deutsche Securities and Services – Dubai Branch (the 'Custodian') has been appointed to act as the custodian of the Fund with responsibility for custody of the Fund's assets. The Custodian provides custody services to the Fund and each Sub-Fund pursuant to the terms and conditions of a custody agreement (the "**Custody Agreement**") entered into between the Custodian and the Fund. The Custodian is authorised and regulated by the Authority for the conduct of a custody business in the UAE under license No. 602002.

4.2 Fund Administrator and Registrar

Barjeel Geojit Financial Services will act as Fund Administrator.

As a Fund Administrator, Barjeel will perform all general administrative tasks for the Fund, including the preparation of valuations, keeping of financial records and acting as registrar and transfer agent. The Fund Manager will assume the functions of the Fund Administrator in a manner that does not violate the applicable provisions stated in the Decision.

The Administrator will be responsible for, among other things, maintaining the accounting records of the Fund and the Sub-Funds; calculating the Net Asset Value of the Sub-Fund, processing the subscriptions, redemptions and transfers in relation to the Fund; assisting the Fund in performing all applicable anti-money laundering /unit holders identification checks; performing various administrative, registrar and transfer agency related services in respect of the Fund including but not limited to investor reporting and record-keeping, more fully described in the Administration Agreement. In calculating the Net Asset Value of the sub Funds, Barjeel may rely, without further inquiry, investigation or verification, upon information and communications received by the Fund from any source, including the Fund Manager, or any other person, firm or corporation whatsoever, and Barjeel shall not (in the absence of fraud, gross negligence or willful default on the part of Barjeel) be liable for any loss suffered by the Fund, the Fund Manager or any Unit holders by reason of any error in such calculations by Barjeel resulting from any inaccuracy in any such information. Under the Administration Agreement, Barjeel will not, in the absence of gross negligence, willful misconduct, fraud, or material breach of the Administration Agreement on the part of Barjeel, be

liable to the Fund or to any Unit holders for any act or omission, in the course of, or in connection with providing services to the company or for any losses, claims, damages, liabilities and expenses or damage that the Fund may sustain or suffer as a result of, or in the course of, the discharge by Barjeel of its duties pursuant to the Administration Agreement.

Liability and Indemnification

Pursuant to the Fund Management Agreement, the Administrator, each of their directors, officers, employees, Affiliates, advisors and agents (each, an “Indemnified Party”) shall not be liable to the Fund, any Sub-Fund or any Unitholder for any action taken or not taken by it or for any action taken or not taken by any other person with respect to the Fund or any Sub-Fund, or in the performance of any of their individual obligations or duties under the Administration Agreement save where such liabilities, damages, costs, claims and expenses arise from own gross negligence, willful misconduct or fraud or material breach of the Fund Management and Administration Agreements. Barjeel shall not be responsible for monitoring the investments made by the Fund Manager or the Fund Manager’s compliance with the investment policies and the investment restrictions contained in this Prospectus or other documents of the Fund. Barjeel will not review or control the valuation of the assets as may be held in the Fund’s account from time to time. Barjeel has no decision-making discretion in relation to the Fund’s investments.

Under the Fund Management Agreement, there are also limitation of liability provisions and indemnities in favor of the Fund Manager.

The Administrator shall not be liable for any loss, damage or expense arising out of or in connection with the performance by it of its duties, obligations and responsibilities otherwise than by reason of its negligence, willful default, recklessness, bad faith, or fraud in the performance of its duties.

Barjeel will not receive any form of fees from the Sub-Funds separately in respect of Fund Administration services.

The Fund Manager may delegate certain functions to other relevant parties while maintaining the overall responsibility of these activities in accordance with the regulations issued by the SCA after obtaining the required approvals from the SCA on any such outsourcing agreements.

4.3 Auditor

BDO Chartered Accountants & Advisors has been appointed as the Auditor to audit the Fund’s annual financial statements of the Umbrella Fund and each Sub-Fund pursuant to the terms of agreement between the Fund and the Auditor.

4.4 Legal Advisors

Al Tamimi and Co. has been engaged by the Fund Manager to provide legal advice as to certain limited matters of the Law, Rules and to certain issues relating to the offering and promotion of the Fund. Al Tamimi and Co has been further mandated to review this Prospectus and confirm its compliance with the laws of SCA. Al Tamimi and Co is not otherwise, and has not otherwise been responsible for, nor has it verified, any information in this Prospectus. The Fund Manager has previously engaged Al Tamimi and Company to assist it with providing legal advice as to certain matters of the Law.

The Funds or Sub-Funds may take the benefit of any fund passporting regime applicable in the UAE or the GCC. Such a passporting regime will allow the Fund Manager to promote Units in the Sub-Funds in the jurisdictions covered under the passporting regime.

Scheme or Units that are considered, to have the potential to meet the stated investment objective of the relevant Sub-Fund.

It is possible that in certain jurisdictions, parties entirely unaffiliated with the Fund or the Fund Manager, may make the Units of any Sub-Fund available for investment by investors in those jurisdictions through off market (or over the counter) trading mechanisms. Neither the Fund nor the Fund Manager endorse or promote such activities and are not in any way connected to such parties or these activities and do not accept any liability in relation to their operation and trading.

5. Governance

5.1 Fund Manager

The Fund and its Manager are subject to the provisions of Fund Regulation that impose obligations related to the management and disclosure in the event of a conflict of interest. For implementing the governance principles, the Fund shall be managed by the Fund Manager. The Fund Manager shall be responsible for:

- 1) Managing the Fund and its investments.
- 2) The Fund Manager's investment committee shall undertake planning of the investment strategy, following up on the actual performance and monitoring the same, periodically review of the controls and procedures necessary to conduct the activities of the fund.
- 3) To undertake all necessary supervisory, control and operational tasks in the Fund.
- 4) To contract on behalf of the Fund with all Service Providers and any other party that the fund enters contractual arrangement with, coordinate and cooperate with them, and provide them with all data related to effectively performing their duties towards the fund.
- 5) To study the financial position of the assets or investments in which the fund may invest.
- 6) To undertake the necessary risk assessment including applying precautionary policies and procedures to assess and monitor the risks associated with the Fund investments, manage the risk, develop a plan to deal with the same, and conduct an assessment test for the risks associated with the Fund at least once a year.
- 7) To manage any conflict-of-interest incident that may arise and implementing the necessary measures.
- 8) To comply with the disclosure requirements under the Fund Regulation.

5.2 Unitholders General Assembly

The Units of each Sub-Fund shall grant their holders equal rights, and the Unitholders shall share the profits and losses resulting from the relevant Sub-Fund's activity pro rata with the Units owned in the relevant Sub-Fund.

Subscriptions in Units shall not grant investors any voting rights or other rights relating to the procedures or any individual right to obtain dividends or other allocations from the Fund or any Sub-Fund, the assets

of the Fund or any Sub-Fund or any other rights related to the assets of the Fund or any Sub-Fund except as expressly provided for in this Prospectus and the relevant Supplement.

Any matter requiring the consent or approval of any or all of the Unitholders of any Sub-Fund pursuant to this Prospectus and the relevant Supplement, or the Decision, may be considered at a general assembly meeting of the Unitholders of the relevant Sub-Fund (“**General Meeting**”).

The Fund's General Meeting shall be held after obtaining the Authority's approval in the following cases:

1. When Fund Manager deems it necessary.
2. Based on a written request from the Custodian after obtaining the Authority's approval in cases where it deems necessary to invite the unitholders.
3. Based on a written request from one or more-unit holders who jointly or severally possess a percentage of at least 5% of the fund units' value.
4. As otherwise specified in this Prospectus and the Supplement.

5.3 Holding the General Meeting

The following procedures shall be followed, in case of holding a General Meeting, for any reason:

1. The invitation to convening the General Meeting shall be sent, after the Authority approval for the same, to all the Unitholders according to the following rules:
 - a. The invitation shall be sent to the Unitholders along with a copy of the agenda and any other materials using modern electronic means such as emails or SMSs. The Fund Manager shall use the email addresses and/or mobile numbers of the Unitholders as per the details recorded at the time of subscription unless the Unitholder updates its record from time to time.
 - b. The invitation shall be circulated at least before (21) Twenty-One days before the meeting date.
2. The Fund Manager shall notify the Authority, the Custodian and the Auditor with a copy of the invitation.
3. The invitation to the General Meeting shall include the agenda, the place, date and time of the first meeting and the second meeting in the event of unavailability of the quorum required for validly holding the first meeting. The invitation shall also clarify the persons having the right to attend the General Meeting and their right to authorize their attorneys under written authorization. The invitation shall also include the rights of the Unitholder to discuss the matters listed in the agenda and to ask questions to the Fund Manager and the Auditor, the quorum for valid General Meetings, the quorum for the voting and it shall clarify the entitlements, the dividends, if any.
4. The General Meetings may be held using remote technological means according to the rules issued by the Authority from time to time.
5. The Fund Manager shall draft the agenda of the General Meeting and circulate it as stated above.
6. When requested by the auditors to invite the unitholders for a General Meeting, the Fund Manager shall send an invitation notice to convene the General Meeting. If the Fund Manager fails to do so within (5) five days of the Auditors' request, the Auditors shall send an invitation notice to convene the General Meeting. The General Meeting shall meet within a period of not less than 15 (fifteen) days and not exceeding 30 (thirty) days from the date of invitation.

7. The provisions of the Companies Law shall apply to the validity of the invitation to hold the General Meeting, to the request of the Authority or the Auditor to hold the General Meeting, the right to attend the General Meeting, monitoring the General Meeting, the powers of the General Meeting, the quorum of the meeting, withdrawal from the meeting, discussion of the agenda, voting on resolutions, minutes of meetings, resolutions of the General Meeting and their implementation of such resolutions, the right to access the minutes of meetings and suspension of General Meeting's resolutions.
8. The Fund Manager or its representative shall be responsible for chairing the General Meeting, to record the attendance record of the unitholders, to manage the meeting and calculate the votes.
9. The Fund Manager shall notify the Authority of the invitation of the Unitholders and of the resolutions issued by the General Meeting within (5) five days from the date of the meeting.
10. The General Meeting shall issue either an ordinary resolution or special resolution depending on the majority required to pass any resolution. In case of ordinary resolution, the resolution will be passed if approved by the simple majority of the unitholders attending the meeting. However, in the case of special resolutions, the resolution shall be considered passed if approved by Unitholders, holding at least 75% of the units represented in the General Meeting.
11. The Fund Manager shall be responsible for chairmanship of any meeting, the attendance record of the Unitholders in the General Meeting, management of the meeting and collection of the votes.

5.4 Related Parties Transactions

- (1) The Related Parties of the Fund may invest for their own account in the relevant fund's investment units, provided that the following conditions shall be met:
 - a. They may not have rights or conditions better than the rights of the other unit holders of the same class.
 - b. They shall refrain from voting on matters where they have interests.
- (2) The Related Party of the Fund shall disclose to the Manager of the fact that it is a related party, before conducting any transaction with the Fund, along with disclosing any direct or indirect interest with the Fund (we need to draft disclosure format and also permit Prospectus to allow Related Party to invest).
- (3) The Manager shall, before conducting any transaction on the Fund, investigate the transaction parties and whether any of them is a related party of the Fund.
- (4) If the transaction is conducted with / by a Related Party of the Fund, the Manager shall comply with the following:
 - (i) Obtain the approval of the Manager's investment committee with the exception of the vote of the member who is classified as a Related Party of the Fund concerning the transaction subject of the voting, provided that the approval request shall include the following:
 - (1) Summary of the main commercial and legal conditions applicable to the transaction.
 - (2) Details of all the counterparties of the transaction.
 - (3) Feasibility of the transaction.
 - (4) Any other important and material information on the suggested transaction.
 - (5) Confirmation that the transaction is fully independent between the parties and absence of any bias in assessment of the investment opportunity of the transaction "Arms' length" with demonstrating detailed basis on which the conclusion of independence of the transaction is based.
 - (6) Proof that the transaction is in the best interest of the unitholders.

- (ii) Obtain the approval of the general assembly of the unitholders under an ordinary resolution, along with excluding the vote of the unitholder who is classified as a Related Party concerning the transaction in any of the following cases:
 - (1) If the total value of all transactions related to purchase or sale of assets or properties or securities purchased with the Related Parties in a financial year exceeds a percentage of (10 %) of the fund's net asset value.
 - (2) If the value of the money lent to the Related Parties in a financial year exceeds a percentage of (10 %) of the fund's total loans.
 - (3) If any of the fund's properties are leased to a Related Party, in the following cases:
 - a. If the leased assets' area exceeds (20 %) of total area of the fund assets.
 - b. If the leased assets' value exceeds (20 %) of total value of the fund's assets.
 - c. If the rental value received from those leased assets exceeds (20 %) of the total rental value of the fund's assets.
- (iii) Prior disclosure to the unit holders of the details of any transactions with the Related Parties or with any other party who dealt with the Related Party in the same deal or part thereof or in any transaction associated with that deal within the two preceding years.
- (iv) Disclosure of the transactions of the Related Parties shall include the procedures and precautions taken for ensuring that those transactions are completed in accordance with terms and conditions that are similar to the terms entered into by him with other persons who are independent from the Fund.
- (v) The disclosure shall be within the timelines and in accordance with the mechanism agreed in this offering document.

FEES AND CHARGES

Management Fee

The Fund Manager will receive from the Fund a management fee in respect of each Sub-Fund or Class as specified in the Supplement. The Management Fee is exclusive of any value added tax.

The Management Fee will be calculated and accrued on each Valuation Day and paid monthly in arrears, as set out in the Fund Management Agreement.

Performance Fee

A Sub-Fund will not pay the Fund Manager a performance fee, unless otherwise set out in the relevant Supplement.

Entry/Exit Fee

In addition to its management fee, the Fund Manager may also be entitled to receive entry/exit from the Fund in respect of each Sub-Fund or Class as specified in the relevant Supplement.

Administration Fee

The Administrator will not receive any form of fees from the Sub-Funds as the Fund Manager will bear all such expenses and costs from the Management Fee received by the Fund Manager.

Custodian Fee

The Custodian will not receive any form of fees from the Sub-Funds as the Fund Manager will bear all such expenses and costs from the Management Fee received by the Fund Manager.

Other Fees and Expenses

The expenses of offering and promoting the Units and the expenses of preparation of this Prospectus and each Supplement, along with any other documents associated therewith and required by the Authority shall be borne by the Fund Manager²

The Fund Manager and the Administrator are responsible for providing and paying for all office personnel, office space and office facilities required for the performance of their respective services to the Fund with respect to the relevant Sub-Fund.

Apart from the Management Fee, in respect of each Sub-Fund or Class as specified in the Supplement, each Sub-Fund, at the discretion of the Fund Manager, shall bear all out of pocket expenses incidental to its operations and business, including all transactional costs ,brokerage, bank charges, sales and purchase commissions and charges, exchange fees, fees and charges of clearing agencies, income taxes, withholding taxes, transfer taxes and other governmental charges and duties, any costs incurred in respect of meetings, if any, of Unitholders, the costs of printing and distributing any reports and notices to unitholders, brokers' fees and expenses, research fees and expenses and the costs of winding down and liquidating the Sub-Fund (the "Sub-Fund Expenses").

These other fees and expenses of the Fund shall be allocated amongst the Sub-Funds by the Fund Manager in its sole discretion on a pro-rata basis.

Determination of the Net Asset Value of Units

The net asset value (NAV) of each Sub-Fund is calculated by the Administrator on each Valuation Day defined as such in each of the Sub-Fund Supplements. The net asset value per Unit ("Unit NAV") is calculated generally in accordance with IFRS.

The NAV in all Sub-Funds is calculated in USD. The Sub-Fund's NAV is calculated by dividing the respective net Sub-Fund assets (Sub-Fund assets less existing liabilities) by the number of the Units in the Sub-Fund in circulation on the Valuation Day. When calculating the net asset value, fractions are rounded off to three decimal places. In this process, the assets included in the Sub-Fund are valued according to the valuation rules laid out below.

An example of the calculation of NAV is shown below:

Net Sub-Fund assets:	10,00,000.00 USD
Number of units in circulation on the Valuation Day	100,000
NAV = redemption price	10.00 USD

The NAV in each Sub-Fund may be rounded up or down to the next currency unit as determined by the resolution of the Fund Manager. With the exclusion of the times during which the calculation of the Fund NAV and the Unit NAV is suspended or deferred according to the terms and conditions of this Prospectus and the relevant Supplement, the NAV and Unit NAV will be calculated at the end of each Valuation Day.

The sub fund NAV on the relevant Valuation Day will be the asset value less than the total liabilities of the Fund at the end of such day. The Unit NAV will be the result of dividing the Fund NAV by the total number of the existing Units at the end of the relevant Valuation Day. The Administrator generally provide the Fund NAV and the Unit NAV within one (1) Business Day following the relevant Valuation Day.

In the event that the Valuation Day falls on an official holiday or a non-working day for the Fund, its participants, or the relevant banking institutions, the declaration of the Net Asset Value (NAV) and the processing of transactions for one or more sub-funds shall be carried out on the immediate next working day.

The assets included in the Sub-Fund assets are calculated based on the following principle:

- the fund units or underlying securities contained within a Sub-Fund are valued at the most recently determined and available redemption price.
- the value of cash on hand, bank credit balances, outstanding receivables, prepaid costs, cash dividends, and declared interest or accrued interest not yet received is considered equal to their respective nominal values, unless there is a likelihood that they will not be paid or received in full. In such cases, their value is determined by applying an appropriate discount to reflect the actual value.
- Upon the closing date of the initial subscription, each Unit will be issued at an initial price of USD 10. Following this, the Unit price will be computed by the Administrator on a weekly basis. The Net Asset Value (NAV) of the Sub-Fund's assets will comprise any distributions, income, or profits accrued to the Sub-Fund within its assets. Additionally, any fees or charges owed by the Sub-Fund, irrespective of their full payment status, will be subtracted. Furthermore, any other relevant items will be added or deducted in accordance with international accounting standards.

Suspension of NAV Calculation

Subject to notifying the Authority in accordance with the Resolution, the Fund Manager may temporarily suspend, for no more than ten (10) Business Days (a) the determination of the Fund NAV and/or the Unit NAV of any one or more Classes (and the applicable Valuation Day), (b) the issue of Units of any one or more Classes (and the applicable Dealing Day), (c) the redemption (in whole or in part) by Unitholders of any one or more Classes held by Unitholders (and the applicable Redemption Day), upon the occurrence of any of the following conditions (and in each case for the whole or any part of a period):

- (a) a suspension of net asset value calculation of the Master Fund
- (b) one or more markets where the relevant Sub-Fund is invested are closed; or dealings on such markets are suspended or is restricted such that the relevant Sub-Fund's ability to exchange currency to purchase or sell assets is restricted.
- (c) the price or value of the assets cannot be correctly or accurately computed for any reason whatsoever in the opinion of the Fund Manager.
- (d) a substantial and material change in the valuation of assets occurs;
- (e) The Fund Manager decides to liquidate the Fund or any Sub-Fund in accordance with this Prospectus and the relevant Supplement.
- (f) the business activities of the Fund Manager or the Administrator or any other service provider are interrupted or closed for causes beyond the reasonable control of any of these entities and

- (g) any other reason that the Fund Manager deems important and necessary provided that the Fund Manager notifies the Authority within a maximum of two (2) Business Days of such reason, the period of suspension or deferral, and the way in which the same will be dealt with, and/or avoided in the future.

In the event of the suspension or deferral the calculation of the Fund NAV or the Unit NAV, the Fund Manager shall, at the earliest opportunity and in conjunction with the Administrator, notify Unitholders of such suspension or deferral. It shall further use its reasonable endeavors to make such a period of suspension or deferral as short as possible and shall notify the Authority and the Unitholders upon expiry of such period of suspension.

If the reason for suspension is not resolved and upon discussing and coordinating with the Authority, the Fund Manager may extend the 10 Business Days mentioned above to a similar period.

Distribution Policy

The fund being structured as a Growth fund there will not be any distribution if dividends to unit holders.

Class Descriptions

The Fund Manager may, from time to time, decide to create different Classes of units within each Sub-Fund, whose assets shall be commonly invested according to the investment policy of that Sub-Fund but which may be differentiated by a specific sales charge and redemption fee structure, fee structure, minimum investment requirement, distribution policy, reference currency, category of investors, target market, or other distinguishing features, as further described below. The characteristics of a Unit Class is expressed through a combination of letters in the Unit Class name. Classes may differ in their minimum initial and additional subscription amounts, minimum holding amount, eligibility requirements, and applicable fees and expenses, as detailed in Supplement.

Investment Classes

Retail class

For Retail category: The minimum initial investment for an individual sub-fund is set at USD 5,000, while the minimum incremental investment for sub-funds is USD 1,000. The applicable fees and expenses for each share class are detailed in the Supplement.

Institutional Class

For the Institutional category, the minimum investment threshold for a sub-fund is set at USD 50,000, while the minimum incremental investment is USD 25,000. The applicable fees and expenses for each share class are detailed in the Supplement.

In the Institutional Class, only institutional investors are eligible to invest; retail clients are excluded from participating in this class. The Institutional Class is defined in accordance with the SCA-classification of 'Professional Investors by nature'.

Minimum Subscription, Minimum Holding and Minimum Additional Subscription Amount

Share Class	Currency	Minimum Initial Investment in sub-fund	Minimum Holding in the Sub-Fund	Minimum Top Up-Sub fund
Retail	USD	5,000	1,000	1,000
Institutional	USD	50,000	10,000	25,000

The minimum subscription, both initial and additional, along with the minimum holding requirements, areas outlined above. If a Unitholders intends to increase their investment in a specific class, the added amount must meet or exceed the value specified in this table; otherwise, the fund reserves the right to decline the additional investment. If there's no specified minimum for a particular class, then no minimum applies. The availability of any class may vary between different sub-funds.

The minimum fund size for each Sub-Fund shall be USD 50,000, while the maximum fund size shall be USD 100,000,000. These thresholds apply individually to each Sub-Fund under the Fund structure.

6. Risk Factors and Potential Conflict of Interest

Potential investors should be aware that investing in the Fund or any Sub-Fund carries a high level of risk and is suitable only for those who fully understand and can withstand these risks for an indefinite period, including the possibility of a total loss of their investment. Additionally, investors should recognize that the Fund Manager and/or their Affiliates may face potential conflicts of interest related to the Fund. It is crucial for potential investors to carefully assess these considerations and other risks before proceeding with investment in the Fund or any Sub-Fund.

Master – Feeder Structure

Each Sub-Fund shall invest through a “master-feeder” structure. A master-feeder fund structure — particularly the existence of multiple feeder funds investing in the same master fund — presents certain unique risks to investors. Smaller feeder funds investing in a master fund may be materially affected by the actions of larger feeder funds. For example, if a larger feeder fund redeems from a Master Sub-Fund, the remaining feeder funds, including the relevant Sub-Fund, may experience higher pro rata operating expenses, thereby resulting in lower returns. A Master Sub-Fund’s portfolio may become less diversified due to liquidations of positions needed to fund a redemption by a larger feeder fund, increasing portfolio risk. Each Master Fund is a single entity, and creditors of the relevant Master Fund may enforce claims against all assets of the Master Fund. Furthermore, certain feeder funds may, for legal and/or regulatory reasons, be managed by a third-party regulated manager and advised by the Fund Manager, the Advisor, and/or their respective affiliates.

No Guarantee

There can be no guarantee that the Fund will achieve its investment objective or that investors will receive a return on their capital. There can be no guarantee that implementation of the investment objective and strategy of the Fund will not result in losses to the investors.

Concentration

By being less diversified, Funds may be exposed to greater risk since under-performance of one or a few positions, sectors or geographical areas will have a greater impact on the Funds' assets. The relevant Funds may be adversely affected as a result of such greater volatility or risk.

Absence of Operating History

The Fund and any Sub fund are newly established without an operating history to guide investors in assessing potential performance. Additionally, the past performance of any professionals involved with the Fund, Sub fund, or the Fund Manager should not be taken as an indication of future results for investments in the Fund or any Sub fund.

Non-Voting Interests

Investors will have no right to vote (except in respect of any matters specifically reserved for the approval of the Unitholders under the Resolution) or participate in the management of the Fund.

Accordingly, no person should purchase any Units unless he is willing to entrust all aspects of management of the Fund to the Fund Manager

Legal and Regulatory

Legal and regulatory changes could occur that may adversely affect the Fund or any of the Sub-Funds. None of these conditions are within the control of the Fund, the Sub-Fund or the Fund Manager and no assurances can be given that the Fund, Sub-Fund or the Fund Manager will anticipate these developments.

Transactions on emerging markets expose the investor to considerable additional risks, as the regulation of these markets does not provide for the same guarantees as far as protection of investors is concerned. The risks linked to the political-economic situation of the issuer's country of origin must be considered too.

In some countries there is a risk of asset misappropriation, tax confiscation, political or social instability or diplomatic developments which could affect investments in those countries. Information on certain securities, instruments and investments may be less accessible to the public and entities may not be subject to requirements concerning auditing of accounts, accounting or recording comparable to those some investors are used to.

While generally increasing in volume, emerging financial markets have, for the most part, substantially less volume than most developed markets and securities of many companies are less liquid, and their prices are more volatile than securities of comparable companies in largest markets. In many of these countries, there are also very different levels of supervision and regulation of markets, financial institutions and issuers, in comparison to developed countries. In addition, requirements and limitations imposed in some countries to investments by foreigners may affect the performance of the Fund. Any change in laws or currency control measures subsequent to an investment can make the repatriation of funds more difficult. Risks of loss due to lack of adequate systems for the transfer, pricing, accounting and custody of securities may also occur. The risk of fraud related to corruption and organized crime is significant.

Systems to settle transactions in emerging markets may be less well organized than in developed countries. There is a risk that the settlement of transactions be delayed, and that liquid assets or securities of the Fund are jeopardized because of the failure of such systems. In particular, market practice may require that payment be made before receipt of the securities purchased or that security be delivered before the price is received. In such cases, the default of a broker or bank through which the transaction was to be made will result in a loss for the Fund that invests in emerging countries securities.

The economics of many emerging or frontier market countries can be heavily dependent on international trade and, accordingly, have been and may continue to be adversely affected by trade barriers, managed adjustments on relative currency values and other protectionist measures imposed or negotiated by the countries with which they trade and international economic development generally.

Cyber Security

The Fund, its Sub-Funds, and their service providers may face operational and information security risks due to cyberattacks. These cyberattacks can involve data theft or corruption, denial of service attacks, unauthorized disclosure of confidential information, or other forms of cybersecurity breaches. Such attacks may adversely affect the Fund or its Sub-Funds by disrupting investor transactions, hindering the calculation of Net Asset Value, exposing private investor data, impeding trading activities, and potentially leading to regulatory fines, financial losses, and reputational harm. Similar cybersecurity risks also exist for other market participants, which could negatively impact the Fund's investments and cause a loss in value. While the Fund and its Sub-Funds may incur additional costs to enhance cybersecurity measures, there is no guarantee that these efforts will successfully prevent such attacks. As cyberattacks are an emerging risk, their scope and the effectiveness of mitigation techniques are still evolving.

Sub-Fund

The Fund is established under UAE law. The assets of one Sub-Fund are not available to cover the liabilities of another Sub-Fund.

Liquidity

If a large volume of redemption requests is received, the Fund may face challenges in liquidating its investments immediately or at fair market value. Limited liquidity in such situations may adversely impact the Fund's Net Asset Value and its ability to fulfill redemption requests on time.

Market

The market value of securities held by the Fund can fluctuate rapidly and unpredictably, influenced by various factors. These fluctuations may result from changes affecting individual issuers, broader market conditions, or specific industries. Securities can also be impacted by economic conditions, interest rates, currency fluctuations, or adverse investor sentiment. Additionally, unexpected events such as natural disasters, pandemics, or geopolitical developments can disrupt economies, affect investor sentiment, thereby impacting the value of investments. Given the interconnected nature of global markets, conditions in one region can have adverse effects on markets and currencies elsewhere, potentially hindering the Fund's ability to make timely investment decisions and achieve its objectives.

Equity

Investments in equity securities offer the potential for substantial capital appreciation. However, such investments also involve risks, including issuer, industry, market and general economic related risks. Although the Investment Manager (or relevant Sub-Investment Manager) will use diversification to reduce some of these risks, adverse developments or perceived adverse developments in one or more of these areas could cause a substantial decline up to a total loss of the value of equity securities owned by a Fund.

Counterparty

Counterparty risk is the risk to each party of a contract that the counterparty will fail to perform its contractual obligations and/or to respect its commitments under the term of such contract, whether due to insolvency, bankruptcy or other cause.

Currency

Units will generally be issued and redeemed in the currency of subscription, which is the **U.S. Dollar**. Investors whose assets or income are primarily denominated in currencies other than the investment currency should be aware that fluctuations in exchange rates may adversely affect the value of their investment. Consequently, the performance of the Fund, when measured in the investor's domestic currency, may be subject to currency risk. Investors should consider the potential impact of exchange rate movements on their returns before investing.

Third-Party Litigation

The Fund's investment activities subject it to the risks of becoming involved in litigation by third parties. The expense of defending against claims by third parties and paying any amounts pursuant to settlements or judgments would be borne by the Fund, would reduce net assets. The Fund Manager and others are entitled to be indemnified by the Fund in connection with such litigation, subject to certain limitations.

Fraud

In making certain investments, the Fund may rely upon the accuracy and completeness of representations made by the issuer of such investment but cannot guarantee the accuracy or completeness of such representations.

The issuer of an investment may make a material misrepresentation or omission. Such inaccuracy or incompleteness may adversely affect the Fund or the valuation of any investment.

Instances of fraud and other deceptive practices committed by senior management of certain companies in which the Fund may invest may undermine the Fund's ability to conduct effective due diligence on, or successfully exit investments made in, such companies.

In addition, financial fraud may contribute to overall market volatility, which can negatively impact the Fund's investment programs. Under certain circumstances, payments to the Fund could be reclaimed if they are later determined to have been made with an intent to defraud creditors or make a preferential payment.

Country and Region

If a Sub-Fund focuses its investments on particular countries or regions, this may increase the concentration risk. Consequently, such Sub-Fund is particularly susceptible to the adverse development and risks of individual or interdependent countries and regions, or of companies based and/or operating in those countries or regions. Any adverse economic, political, policy, foreign exchange, liquidity, tax, legal or regulatory event or development in such countries, regions or companies may adversely impact the performance of the Sub-Fund and/or the value of Units held by investors. Economic or political instability in certain countries in which a Sub-Fund is invested may lead to a situation in which such Sub-Fund does not receive part, or all of the monies owed to it in spite of the solvency of the issuer of the relevant assets. Currency or transfer restrictions or other legal changes may have a significant effect. In addition, Sub-Funds which focus on certain countries or regions, have a limited investment universe which results in limited risk diversification compared to broadly investing funds. The smaller the respective country or region is the more limited the investment universe and the more limited the risk diversification of the respective Sub-Fund might be. A limited risk diversification can increase the impact of the development of individual securities acquired for the respective Sub-Fund.

Risk of Custody

The assets of the Fund are held by the Custodian, and the Fund is exposed to the risk of loss due to insolvency, negligence, fraudulent transactions, or misconduct by the Custodian, Depositary, or sub-custodian. In such cases, the Fund may be unable to recover its assets, particularly in extreme situations like bankruptcy or improper registration, leading to significant losses and adversely affecting an investor's investment.

Early Liquidation

As may be determined by the Fund Manager, a Sub-Fund may be liquidated under certain circumstances as set out under "Liquidation" of this Prospectus. In the event of a Sub-Fund's liquidation, the Sub-Fund would have to distribute to unit holders their pro rata interest in the assets of the Sub-Fund. It is possible that at the time of a sale or distribution, certain assets held by the relevant Sub-Fund may be worth less than their initial cost, resulting in a loss to unit holders.

Potential Conflicts of Interest

The Fund Manager, may consider investing in the Fund for its own account. This investment, in one or more sub-funds, will be made in accordance with the Fund's offering terms and objectives. The terms under which the Fund Manager may invest in the fund shall not be different from any other investor and it shall not give the Fund Manager any preferred position or rights under the relevant Class.

The Fund Manager, along with any Director and their shareholders, directors, officers, employees, agents, and Affiliates ("Interested Parties"), may be involved in various financial, investment, or professional activities that could occasionally lead to conflicts of interest with the Fund. Except as explicitly stated in this Prospectus, a Supplement, and/or the Article's, Interested Parties are free to engage in any legally permissible activities. These may include, but are not limited to, establishing, managing, and advising other investment funds, even those with objectives similar to the Fund; serving as directors, officers, or agents for other investment funds; acting as manager, adviser, or promoter of companies in which the Fund has an interest; trading investments for their own accounts, even if similar to those held by the Fund; investing in the Fund; entering into financial transactions with Fund investors or entities whose securities are held

by the Fund; and receiving commissions or benefits from transactions involving the Fund's investments, which may or may not be for the Fund's benefit.

7. Legal and Tax Matters

In December 2022, the UAE Ministry of Finance enacted Federal Decree-Law No. 47 of 2022 on the Taxation of Corporations and Businesses ("UAE CT"). Under this law, resident juridical persons are subject to UAE corporate tax ("CT") on their taxable income, whether derived from within or outside the UAE. For UAE tax-resident corporations, the purchase or subscription of fund units in the Fund should not trigger any UAE CT obligations, such as stamp duty or transfer taxes. Dividends or distributions received by UAE investors from domestic companies within the UAE, including those located in Freezones, are generally exempt from UAE corporate tax. This exemption applies regardless of the investor's level of ownership in the UAE entity paying the dividend or profit share.

Capital gains realized by UAE resident corporate investors upon the disposal or redemption of their investment may also be exempt from UAE CT under the participation exemption, provided specific conditions are met.

Prospective investors who have any uncertainty regarding their tax position should seek professional advice to determine the tax implications of acquiring, holding, or disposing of Fund units under the relevant laws of the jurisdiction(s) to which they are or may become subject.

Non-UAE Tax Resident Corporate

Non-UAE tax-resident corporations, or those with dual tax residency, may be subject to taxation in their respective jurisdictions or in the jurisdictions where the income is generated. Prospective investors should seek advice from their tax advisors.

Generally, foreign juridical persons are not subject to UAE corporate tax on income from dividends, capital gains, or other earnings unless such income is attributable to a Permanent Establishment in the UAE. Additionally, until a Cabinet Decision is issued to determine which State-Sourced Income will be subject to Withholding Tax (currently set at 0%), such income received by a foreign investor will not incur UAE Withholding Tax (see further details on withholding tax below)

UAE Tax Resident and Non-Resident Individual

For individual investors, the purchase or subscription of fund units, as well as any related dividend income or capital gains, should not incur UAE corporate tax implications for both UAE tax residents and non-residents, provided the investment qualifies as a Personal Investment. According to UAE Cabinet Decision No. 49 of 2023, a Personal Investment is defined as an investment activity conducted by an individual for their personal account that does not involve a licensing requirement from a UAE Licensing Authority and is not considered a commercial business under UAE Federal Decree-Law No. 50 of 2022, Commercial Transactions Law.

UAE Withholding Tax

The Corporate Tax (CT) Law provides for a withholding tax rate of 0% or another rate determined by a decision from the UAE Cabinet of Ministers on certain types of UAE-sourced income received by non-residents, provided that such income is not linked to a Permanent Establishment of the non-resident in the UAE. Additional income types may be specified by further Cabinet decisions based on recommendations from the Ministry of Finance (MoF).

Currently, withholding tax does not apply to transactions between UAE resident individuals. As the UAE Cabinet of Ministers has yet to issue decisions on withholding taxes, UAE businesses are not required to withhold tax from payments of UAE-sourced income made to non-resident recipients. This is subject to potential future changes, if the UAE Cabinet introduces withholding taxes above the 0% rate for specific income types. The definition of withholding tax under UAE CT legislation includes "corporate tax to be withheld from State Sourced Income, " so any changes should be monitored closely.

With the current 0% withholding tax rate, there are no registration, filing, or payment obligations for foreign investors receiving UAE-sourced income.

UAE VAT

In the UAE, Value Added Tax (VAT) is applied to all taxable supplies and imports at a standard rate of 5%, unless a specific exemption or zero-rating applies. The obligation to collect and remit VAT lies with the supplier or importer of goods or services.

According to the VAT Law, a taxable supply refers to the "supply of goods or services for consideration by a person conducting business in the UAE, " excluding any exempt supplies.

Exempt Supplies

Certain financial services and the subsequent supply of residential real estate are exempt from VAT. Additionally, transactions involving bare land, residential buildings, and domestic passenger transport are also VAT-exempt.

Financial services encompass activities related to money transactions and credit provision. According to the current / prevailing VAT Regulations, the following financial services are exempt from VAT:

- Activities related to money transactions or credit provision, including the payment or collection of interest, principal, or dividends; operation of current, deposit, or savings accounts; and the provision of loans, advances, or credit, provided these services are not charged with an explicit fee, discount, commission, rebate, or similar consideration.
- The issuance, allotment, or transfer of ownership of equity or debt securities.
- The provision or transfer of ownership of life insurance contracts or reinsurance related to such contracts.
- The management of investment funds, which means "services provided by the Fund Manager independently for a consideration, to funds licensed by a competent authority in the State, including but not limited to, management of the fund's operations, management of investments for or on behalf of the fund, monitoring and improvement of the fund's performance" [effective 15 November 2024]
- The transfer of ownership of Virtual Assets, including virtual currencies, the conversion of Virtual Assets

- Keeping and managing Virtual Assets and enabling control thereof. [effective 15 November 2024]

In this context, "debt security" refers to any claim to be paid money by a person or an option to acquire such a claim, while "equity security" pertains to any interest in or right to a share in the capital of a legal entity or an option to acquire such interest.

Virtual assets are defined as Digital representation of value that can be digitally traded or converted and can be used for investment purposes and does not include digital representations of fiat currencies or financial securities.

Financial services provided for explicit fees, commissions, discounts, rebates, or similar considerations are taxable. Additionally, if certain conditions are met, the supply of financial services may be zero-rated under the VAT Regulations.

Input VAT Credit

Businesses are eligible to claim a credit for VAT paid on their purchases, provided they maintain the necessary supporting documents, particularly a tax invoice, and the purchases relate to standard-rated or zero-rated (taxable) supplies. However, VAT incurred on supplies exempt from VAT cannot be reclaimed. If VAT incurred cannot be directly linked to either a taxable or exempt supply, a portion of this VAT can still be recovered, such as in the case of business overhead costs. This recovery is done through an apportionment calculation, followed by an annual wash-up exercise.

Excess VAT can generally be claimed back from the Federal Tax Authority (FTA), subject to following a specific procedure. Alternatively, VAT credits can be carried forward and offset against net VAT payable in future taxable periods. The FTA may also offset unclaimed VAT credits against taxpayer liabilities, including any outstanding penalties. Non-compliance with VAT obligations may result in fines and penalties, which can be both fixed and percentage based.

Additionally, it should be noted that no VAT should be payable on the acquisition, subscription, or sale of units, and any dividend or capital gains income is outside the scope of UAE VAT.

Tax Advice

It is the responsibility of anyone interested in purchasing fund units to fully understand the potential tax implications of investing in the Fund, as well as the Fund's operations and management. They should also be aware of any foreign exchange or other fiscal or legal restrictions relevant to their specific circumstances when acquiring, holding, or disposing of Fund units. Prospective investors are strongly advised to seek independent tax advice regarding their investment in Fund units. Neither the Fund nor the Fund Manager assumes any responsibility for the tax consequences of an investor's decision to invest in the Fund.

7.1 FATCA

The Foreign Account Tax Compliance provisions of the U.S. Internal Revenue Code ("FATCA") generally impose a reporting and thirty per cent (30%) withholding tax regime with respect to (i) certain U.S. source income (including interests and dividends) and gross proceeds from the sale or other disposition of property that can produce U.S. source interests or dividends ("with holdable payments") and (ii) "pass thru payments" (generally, with holdable payments and payments that are attributable to with holdable

payments) made by foreign financial institutions (“FFIs”). As a general matter, FATCA is designed to require U.S. Persons’ direct and indirect ownership of certain non-U.S. accounts and non-U.S. entities to be reported to the Internal Revenue Service (IRS). FATCA withholding generally applies to payments made after July 1, 2014 with withholding on foreign pass thru payments made by FFIs not taking effect before 2017

The U.S. is implementing an intergovernmental approach to FATCA based on bilateral agreements with other countries. Under the intergovernmental approach, an FFI that satisfies the conditions imposed under a bilateral agreement and any applicable implementing legislation generally will report FATCA information to its local government authorities rather than the IRS. The local governmental authorities will then report such information to the IRS in compliance with the bilateral exchange of information agreement. Under the intergovernmental approach, however, the FFI generally will not be subject to the regular FATCA reporting and withholding obligations

The Fund complies with the U.S. Foreign Account Tax Compliance Act (FATCA) as required by law. Investors must provide the Fund with relevant information to determine their FATCA status. Failure to provide the required information or meet FATCA obligations may result in the refusal of an investment. The Fund reserves the right to take any action necessary to comply with FATCA regulations, including withholding certain payments to non-compliant investors

Each Unit holders is urged to consult its tax advisors regarding the effect of FATCA in its particular circumstances.

7.2 CRS

Drawing extensively on the intergovernmental approach to implementing FATCA, the OECD developed the Common Reporting Standard (“CRS”) to address the issue of offshore tax evasion on a global basis. Aimed at maximizing efficiency and reducing cost for financial institutions, the CRS provides a common standard for due diligence, reporting and exchange of financial account information. Pursuant to the CRS, participating jurisdictions will obtain from reporting financial institutions and automatically exchange with exchange partners on an annual basis, financial information with respect to all reportable accounts identified by financial institutions on the basis of common due diligence and reporting procedures. The UAE government has committed to implementing the CRS. As a result, the Fund will be required to comply with the CRS due diligence and reporting requirements, as adopted by the UAE government.

Unit holders may be required to provide additional information to the Fund to enable the Fund to satisfy its obligations under the CRS. Failure to provide the requested information may subject such Unit holders to liability for any resulting charges and/or compulsory redemption of its units.

Deviation between the Performance of the Fund and the Master Fund

Although the Fund invests substantially all of its assets in the Master Fund, its performance will not be identical to the returns achieved by the Master Fund. The costs and expenses applicable to an investment in the Fund itself (including all fees, costs and expenses charged to the Fund) will underperform the Master Fund. This will result from time to time and over time a deviation between the performance of the Fund and the Master Fund.

Reliance on Information Received from the Master Fund and the Master Fund Manager

The Fund Manager has no means of pre-emptively and independently verifying the information supplied to it by the Master Fund and the Master Fund Manager, including valuations and estimates of valuations (and subsequent potentially material revisions to such valuations or estimates) of the Fund's investment in the Master Fund. All information prepared by the Fund and the Fund Manager and provided to Unit holders generally will be based on information received from the Master Fund and the Master Fund Manager. There can be no assurance that such information will be accurate. The Fund Manager is entitled to rely conclusively on valuations provided to it by the Master Fund and the Master Fund Manager (including, but not limited to, the calculation of all fees, expenses and allocations thereof), and shall not be liable to existing or former Unit holders for its reliance on any erroneous valuations or calculations provided by the Master Fund or the Master Fund Manager or any other service provider thereto

Liquidation of the Fund, any Sub-Fund or any Class of Units

In the event that for any reason the value of the Net Assets in any Sub-Fund or the value of the Net Assets of any Class within a Sub-Fund has decreased to, or has not reached, an amount of US\$ 50,000 (which is determined by the Fund Manager to be the minimum level for such Sub-Fund or such Class to be operated in an economically efficient manner or other such amount as may be determined by the Fund Manager from time to time or if a change in the economic or political situation relating to the Sub-Fund or Class concerned would have material adverse consequences on the investments of that Sub-Fund or Class, or in order to rationalise the Classes and/or the Sub-Funds offered, the Fund Manager may decide to redeem compulsorily all the Units of the relevant Class or Classes issued in such Sub-Fund at the Net Asset Value per Unit (taking into account actual realization prices of investments and realization expenses) calculated at the Valuation Point at which such decision shall take effect and therefore close or liquidate such Class or Sub-Fund.

In light of the above, the term of the Fund and each Sub-Fund (the "Fund Term") shall continue until terminated, in any of the following circumstances:

- (a) if the Fund (or, in the case of a Sub-Fund, the relevant Sub-Fund) disposes of its investments and all proceeds of such disposition have been distributed to the Unitholders.
- (b) merger or liquidation of the Fund in accordance with the Resolution.
- (c) a decision issued by the Authority to terminate the Fund (or the relevant Sub-Fund) for committing a material breach or as required by the public interest.
- (d) a court ruling is issued to dissolve the Fund (or the relevant Sub-Fund); or
- (e) in the other circumstances provided in the Decision.

The dissolution of the Fund (or the relevant Sub-Fund) and its corporate personality shall occur on the issuance of a decision by the Authority, or an irrevocable ruling issued by a court of jurisdiction terminating the Fund (or the relevant Sub-Fund).

Upon termination, the Fund (or the relevant Sub-Fund) will wind down its affairs in an orderly manner, realize all the Investments and make a final distribution. The Fund will continue to exist until the completion of the winding up and dissolution of the Fund (or the relevant Sub-Fund).

As a local public fund pursuant to the Decision, the Fund shall also be wound in the event of failure to carry on its activity or implement its investment policy within twelve (12) months from the date of its licensing by the Authority.

The decision of the Fund Manager will be intimated by way of a notice sent to the Unit holders prior to the effective date of compulsory redemption and indicate the reasons for, and the procedures of the compulsory redemption/Liquidation.

The Fund may at any time be dissolved by a resolution subject to the complying with regulatory requirements referred to in the Decision and this Prospectus.

7.3 Anti-Money Laundering

In accordance with the applicable anti-money laundering legislation including the Federal Law No. (20) of 2018 on Anti-Money Laundering and Combating the Financing of Terrorism and Financing of Illegal Organisations (as amended from time to time), the Fund will require the Eligible Investors to provide verification of their identity. The Fund will specify what proof of identity is required, including but not limited to any form of identification or address proof of all its directors and beneficial owners. This may further require production of a certified copy of the commercial license, certificate of incorporation (and any change of name), memorandum and articles of associations (or equivalent), and the names and addresses of all directors and beneficial owners. The Fund Administrator reserves the right to request further details or evidence of identity from any Eligible Investor.

The Fund Manager will require a detailed verification of the identity of each investor and the source of payment/funds.

The investor must provide such declarations as are reasonably required by the Fund, including, without limitation, declarations as to matters of anti-money laundering.

The investor must promptly provide the Fund or the Fund Manager with such documentation and information as reasonably requested from time to time for the purposes of compliance with “know your customer” requirements and applicable anti-money laundering laws, regulations and obligations. Each investor must agree to hold the Fund harmless and indemnified against any loss arising from the failure to process its application for Units if such information has been requested and has not been provided.

In the event of delay or failure by an applicant to produce any documents or information required for verification purposes, the Fund or the Fund Manager will refuse to accept the subscription application in which case any funds received will be returned without profit to the account from which they were originally debited.

By subscribing to the Fund, the investor consents to the disclosure by the Fund, the Fund Manager and the Administrator of any information about them to regulators and others upon request in connection with money laundering and similar matters in the UAE and in other jurisdictions

8. Definitions/ Abbreviation

Administrator means Barjeel Geojit Financial Services LLC

Applicable Laws and Regulations

Authority or SCA means the United Arab Emirates Securities & Commodities Authority.

Benchmark in relation to a Sub-Fund, is the index against which the performance of a Sub - Fund will be compared.

Cash Component means the cash component of the Portfolio Composition File which is made up of four elements, (i) cash amounts representing amounts arising as a result of rounding the number of Units to be delivered; (ii) cash held by the Sub-Fund or amounts representing differences between the weightings of the Portfolio Composition and the Sub-Fund; (iii) cash in lieu of any Investments set out in the Portfolio Composition; and (iv) any Duties and Charges which may occur in relation to the issue and/or redemption of Units.

Class means any class of Units as may from time to time be issued by the Fund.

Custodian means Deutsche Bank AG or such other entity appointed by the Fund as depositary from time to time.

Cut-off time for subscription-orders will be 4 pm (UAE Time) one business day prior to the Dealing Day or other such time as may be stated in the Supplement relating to a specific Sub-Fund.

Cut-off time for redemption-orders will be 4 pm (UAE Time) one business day prior to the Dealing Day or other such time as may be stated in the Supplement relating to a specific Sub-Fund.

Decision means the Decision of the Chairman of the Securities & Commodities Authority's Fund Manager No.01 R.M of 2023 concerning the Regulations of Investment Funds (as amended consolidated or substituted from time to time) and any regulations or guidelines issued by the Securities & Commodities Authority pursuant thereto for the time being in force.

Dealing Day: Each Monday, or if such day is not a Business Day, the next following Business Day, unless otherwise stated in the relevant Supplement

Eligible Person Fund units shall not be offered to or purchased by Restricted Persons.

Fund units may only be offered to and purchased by individuals or entities classified as "Professional Clients" or "Retail Clients", as defined under the SCA Regulations.

Each sub-fund may impose additional eligibility criteria or restrictions regarding the subscription or ownership of units, which will be detailed in the relevant Supplement.

The Fund Manager reserves the sole discretion to decline any subscription application from a prospective investor, with or without providing a reason, regardless of whether the Fund's general eligibility requirements are met.

FATCA: The Foreign Account Tax Compliance Act (FATCA) requires that foreign financial Institutions and certain other non-financial foreign entities report on the foreign assets held by their U.S. account holders or be subject to withholding on with-holdable payments.

Fund Domicile UAE mainland

Fund Manager means Barjeel Geojit Financial Services L.L.C or any successor investment manager appointed in accordance with the requirements of SCA.

Fund Administrator means Barjeel Geojit Financial Services LLC, or such other entity appointed as fund administrator of the Fund from time to time.

KIID means the Key Investor Information Document(s) of each Sub-Fund.

Initial Offer Period means with respect to each Sub-Fund or Class, such timing during which subscriptions for Units is sought prior to first issuance of Units as indicated in the Prospectus pertaining to such Sub-Fund.

Management Fee means the fees paid by the Fund to the Investment Manager calculated as a percentage of the average net assets of each Sub-Fund or Class.

Minimum Holding: means Units having a total net asset value as at the last Valuation Day of not less than such amount as determined by the Fund Manager from time to time in its sole discretion.

Net Asset Value means as the context indicates, the net asset value of the Fund, a Sub-Fund, or a Unit Class determined in accordance with the provisions of this Prospectus.

Operating and Administrative Expenses means all operating expenses of the Fund as set out in this Prospectus.

Prospectus means this prospectus dated October 2025, as may be amended and/or supplemented from time to time.

Reference Currency means the currency in which all the underlying assets of the relevant Sub-Fund are valued and reported. The Reference Currency for each Sub-Fund is set out in Supplement.

Related Party:

1. The Service Providers to the Fund.
2. The chairman and members of the board of directors, the senior management of any of the Service Providers of the Fund, any outsourced party, and their respective spouses and minor sons.
3. The lenders to the Fund.
4. Any direct or indirect holder or beneficial owner of Units representing (5%) or more of any of the fund unit.
5. Any person who controls any of the above persons.
6. Any person who is controlled by any of the above-mentioned persons.
7. Any person who is established to have a – direct or indirect – agreement or arrangement related to the fund.
8. Any person who was one of the related parties to the fund during the six months preceding completion of the transaction or deal related to the fund.
9. Any person who knows that they will be a Party Related to the Fund within the six months following concluding the transaction or deal related to the Fund.
10. Any other person who is classified as a party related to the Fund pursuant to any regulations issued by the Authority in this respect.

Rulebook: SCA Resolution No. 13 of 2021 Concerning the Booklet of the Rules of Financial Activities and the Status Rectification Mechanism.

Restricted Person means any person holding units (or any person who, if they were to hold units, would hold units):

1. in breach of the law or requirements of any country of governmental authority; or
2. in circumstances where, in the opinion of the Fund Manager, the Fund may incur additional tax liability or face financial, legal, or administrative disadvantages that it would not have otherwise faced, whether due to actions taken by the Person alone or in connection with others.

Sub-Fund means a sub-fund of the Fund

Subscription Agreement legal document between an investor and the Fund Manager, outlining the terms for subscribing to fund units. It includes details such as the subscription amount, investor declarations, and acknowledgment of fund rules. The agreement ensures compliance with regulatory and anti-money laundering requirements while granting the Fund Manager discretion to accept or reject subscriptions

Subscription Day the designated day on which investors can subscribe to units of the Fund at the applicable Net Asset Value (NAV), as specified in the Fund's offering documents.

UAE means the United Arab Emirates.

Unit Class means different fee structures and privileges for investors, offering options like Institutional, Retail etc. tailored to varying investor needs.

Transaction means any action involving the purchase, subscription, redemption, transfer, or exchange of Fund Units. It includes all activities undertaken by investors to acquire, dispose of, or adjust their investment holdings in the Fund.

UCITS means undertaking(s) for collective investment in transferable securities pursuant to Article 1, paragraph 2, points (a) and (b) of Directive 2009/65/EC of the European Parliament and of the Council

Umbrella fund allows a fund to create compartments such that each sub-fund can provide different investment strategies or rights to investors.

USD means United States Dollar.

United States Person means United States citizens (including minor children); United States residents; entities, including but not limited to, corporations, partnerships, or limited liability companies created or organized in the United States or under the laws of the United States; and trusts or estates formed under the laws of the United States.

Valuation Day means the Business Day as of which the Net Asset Value per Unit of a Sub-Fund or Class of Units is determined, as set out in Supplements below.

SUPPLEMENT: SUB-FUNDS

The information set out below in relation to each Sub-Fund should be read in conjunction with the full text of this Prospectus. Any investment policy will always be subject to the restrictions set out in “Investment Restrictions”.

1. BGIOF ABSL India Frontline Equity Fund

First Initial Subscription Period Commencement Date: 14 January 2026

First Initial Subscription Period Expiry Date: 13 February 2026

In the event that the Minimum Fund Size (USD 50,000) is not covered:

Second Initial Subscription Period Commencement Date: 14 February 2026

Second Initial Subscription Period Expiry Date: 21 February 2026

Investment Objective:

BGIOF ABSL India Frontline Equity Fund is an open-ended passively managed fund that invests all its assets in ABSL India Quality Advantage Fund (the “Master Fund”), a Dublin, Ireland registered mutual fund qualifying as Undertaking for Collective Investment in Transferable Securities (“UCITS”). ABSL India Frontline Equity Fund invests in equity securities of companies domiciled in India.

Fund Manager:

The Fund Manager (**Barjeel Geojit Financial Services**) is regulated by the SCA and is licensed to carry out certain financial services including Managing a Collective Investment Fund and is wholly owned by Barjeel Geojit Financial Services LLC

Sub-Fund Information

Sub Fund name	BGIOF ABSL India Frontline Equity Fund
ISIN:	---
Type of Fund	An open-ended Sub- Fund investing in units of ABSL INDIA FRONTLINE EQUITY FUND
Name of Management Company	Barjeel Geojit Financial Services LLC
Inception date	February 2026
SCA License	
Local Custodian (UAE)	Deutsche Bank
Investment Manager	Barjeel Geojit Financial Services LLC
Administrator and registrar / Transfer Agent	Barjeel Geojit Financial Services LLC
NAV Calculation Frequency	Weekly
Minimum Fund Size	USD 50,000
Maximum Fund Size	USD 100,000,000
Nominal Price Per Unit	USD 10
Base Currency of the Sub Fund	The Sub-Fund is denominated in US Dollar (USD)
Minimum Subscription Amount	USD 5000*
Minimum Top-up	USD 1000*
Fund Management Fee	*Refer Share class/Fee table

Subscription / Redemption Day / Dealing Day	Every Monday of the week
Valuation Day	The Valuation Day is every Thursday immediately following the Dealing Day (Monday)

*Retail class

Asset Allocation Pattern:

Under normal market circumstances, the investment range would be as follows:

Instruments	Risk Profile	As % of Net Assets (Min. – Max.)
Units of ABSL India Frontline Equity Fund	Medium to High	100%

Cut-off time for subscription-orders will be 4pm (UAE Time) one business day prior to the Dealing Day.

Cut-off time for redemption-orders will be 4pm (UAE Time) one business day prior to the Dealing Day.

Valuation Day: Every Thursday immediately following the Dealing Day of the week will be the cutoff date for the calculation of weekly NAV and transactions i.e. the Business Day as of which the Net Asset Value per unit of a Sub-Fund or Class of Units are determined.

Risk Factors: When investing in the Sub-Fund, Investors should review the risk factors set out in Section 6 of the Prospectus.

Investor Profile: Investors with a medium to long term time horizon (three to five years), medium-high risk profile, seeking predominantly equity diversification with an aim to achieve long term capital growth.

Share Class/Fee:

Share Class	Currency	Management Fee	Entry Fee	Exit Fee	Minimum Initial Investment-Sub-Fund	Minimum Top up-Sub Fund
Retail	USD	Class A-1.50%	Up to 3% chargeable	NIL	USD 5000	USD 1000
		Class B- 2.00%	NIL	Year 1- 3% Year 2- 2% Year3 - 1%		
Institutional	USD	Class I - 0.95%	NIL	NIL	USD 50,000	USD 25,000

Master Fund Information

Master Fund Name	ABSL India Frontline Equity Fund
ISIN:	IE00BJ8RGM98
Domicile	Dublin, Ireland
Type of Fund	Diversified equity fund investing in Indian equities
Name of Management Company	ABSL Umbrella UCITS Fund plc
Inception Date	15th March 2019
Investment Manager	Aditya Birla Sun Life Asset Management Company Pte. Ltd.
Custodian	RBC Investor Services Bank S.A., Dublin Branch
NAV Calculation Frequency	Daily
Base Currency of the Sub-Fund	The Sub- Fund is denominated in US Dollar (USD)
Benchmark	MSCI India

Investment Manager:

The Investment manager of ABSL India Frontline Equity Fund is Aditya Birla Sun Life Asset Management Company Pte, a company registered with Monetary Authority of Singapore (MAS) as an Investment Manager and also registered with Securities Exchange Board of India (SEBI) as a Foreign Institutional Investor.

For more info on the Master Fund, please refer to the respective UCIT Fund prospectus.

Investment Strategy:

The fund is an India equity, diversified long only strategy. It follows a growth-oriented investment style that seeks to consistently deliver better risk adjusted returns relative to the benchmark, focusing on the large cap companies of India.

2. BGIOF Ashoka WhiteOak India Opportunities Fund

First Initial Subscription Period Commencement Date: 14 January 2026

First Initial Subscription Period Expiry Date: 13 February 2026

In the event that the Minimum Fund Size (USD 50,000) is not covered:

Second Initial Subscription Period Commencement Date: 14 February 2026

Second Initial Subscription Period Expiry Date: 21 February 2026

Investment Objective:

BGIOF Ashoka WhiteOak India Opportunities Fund is an open-end passively managed fund that invest all of its assets in Ashoka WhiteOak India Opportunities Fund (the “Master Fund”) Ireland registered mutual fund qualifying as undertaking for collective investment in transferable securities (UCITS). Ashoka WhiteOak India Opportunities Fund (the “Master Fund”) invests in equity securities of companies domiciled in India.

Fund Manager:

The Fund Manager (**Barjeel Geojit Financial Services**) is regulated by the SCA and is licensed to carry out certain financial services including Managing a Collective Investment Fund and is wholly owned by Barjeel Geojit Financial Services LLC

Sub-Fund Information

Sub Fund Name	BGIOF Ashoka WhiteOak India Opportunities Fund
ISIN:	--
Type of Fund	An open-ended sub fund scheme investing in units of Ashoka WhiteOak India Opportunities Fund
Name of Management Company	Barjeel Geojit Financial Services LLC
Inception Date	February 2026
SCA License	
Local Custodian (UAE)	Deutsche Bank
Investment Manager	Barjeel Geojit Financial Services LLC
Administrator and Registrar / Transfer Agent	Barjeel Geojit Financial Services LLC
NAV Calculation Frequency	Weekly
Minimum Fund Size	USD 50,000
Maximum Fund Size	USD 100,000,000
Nominal Price Per Unit	USD 10
Base Currency of the Sub-Fund	The Sub-fund is denominated in US Dollar (USD)
Minimum Subscription Amount	USD 5000*

Minimum Top-up	USD 1000*
Fund Management Fee	*Refer Share class/Fee table
Subscription / Redemption Day/ Dealing Day	Every Monday of the week
Valuation Day	The Valuation Day is every Thursday immediately following the Dealing Day (Monday)

*Retail class

Asset Allocation Pattern:

Under normal market circumstances, the investment range would be as follows:

Instruments	Risk Profile	As % of Net Assets (Min. – Max.)
Units of Mirae Asset India Mid cap Equity Fund	Medium to High	100%

Cut-off time for subscription-orders will be 4pm (UAE Time) one business day prior to the Dealing Day.

Cut-off time for redemption-orders will be 4pm (UAE Time) one business day prior to the Dealing Day.

Valuation Day: Every Thursday immediately following the Dealing Day of the week will be the cutoff date for the calculation of weekly NAV and transactions i.e. the Business Day as of which the Net Asset Value per unit of a Sub-Fund or Class of Units are determined.

Risk Factors: When investing in the Sub-Fund, investors should review the risk factors set out in Section 6 of the Prospectus.

Investor Profile: Investors with a medium to long term time horizon (three to five years), medium-high risk profile, seeking predominantly equity diversification, with an aim to achieve long term capital growth.

Share Class/Fee:

Share Class	Currency	Management Fee	Entry Fee	Exit Fee	Minimum Initial Investment-Sub-Fund	Minimum Top up-Sub Fund
Retail	USD	Class A-1.50%	Up to 3% chargeable	NIL	USD 5000	USD 1000
		Class B- 2.00%	NIL	Year 1- 3% Year 2- 2% Year3 – 1%		
Institutional	USD	Class I- 0.95%	NIL	NIL	USD 50,000	USD 25,000

Master Fund Information

Master Fund Name	Ashoka WhiteOak India Opportunities Fund
ISIN:	IE00BH3N4915
Domicile	Ireland
Type of Fund	Diversified equity fund investing in Indian equities
Name of Management Company	Carne Global Fund Managers (Ireland) Limited
Inception Date	19th December, 2018
Investment Manager	WhiteOak Capital Partners Pte. Ltd. (Singapore)
Custodian	HSBC Continental Europe, Ireland
NAV Calculation Frequency	Daily
Base Currency of the Sub-Fund	The Sub-fund is denominated in US Dollar (USD)
Benchmark	MSCI India IMI Index

Investment Manager:

The Investment manager of Ashoka WhiteOak India Opportunities Fund is WhiteOak Capital Partners Pte. Ltd (Singapore) who is authorised and regulated by the Money Authority of Singapore.

Investment Strategy:

The Fund will invest at least two-thirds of its net assets in equity and related securities which provide exposure to companies that are domiciled in, or which derive a predominant proportion of their revenues or profits from India, and may invest up to one-third in equity and related securities in companies not domiciled in India, and up to 20% in fixed or floating rate government and corporate investment debt securities.

For more info on the Master Fund, please refer to the respective UCIT fund prospectus.

3. BGIOF ASK Indian Entrepreneur Fund

First Initial Subscription Period Commencement Date: 14 January 2026

First Initial Subscription Period Expiry Date: 13 February 2026

In the event that the Minimum Fund Size (USD 50,000) is not covered:

Second Initial Subscription Period Commencement Date: 14 February 2026

Second Initial Subscription Period Expiry Date: 21 February 2026

Investment Objective:

BGIOF ASK Indian Entrepreneur Fund is an open-ended passively managed fund that invests all its assets in ASK Indian Entrepreneur Fund (the “Master Fund”), an Ireland registered mutual fund qualifying as Undertaking for Collective Investment in Transferable Securities (“UCITS”). ASK Indian Entrepreneur Fund invests in equity securities of companies domiciled in India.

Fund Manager:

The Fund Manager (**Barjeel Geojit Financial Services**) is regulated by the SCA and is licensed to carry out certain financial services including Managing a Collective Investment Fund and is wholly owned by Barjeel Geojit Financial Services LLC

Sub-Fund Information

Sub Fund Name	BGIOF ASK Indian Entrepreneur Fund
ISIN:	
Type of Fund	An open-ended sub fund scheme investing in units of ASK Indian Entrepreneur Fund
Name of Management Company	Barjeel Geojit Financial Services LLC
Inception Date	February 2026
SCA License	
Local Custodian (UAE)	Deutsche Bank
Investment Manager	Barjeel Geojit Financial Services LLC
Administrator and Transfer Agent	Barjeel Geojit Financial Services LLC
NAV Calculation Frequency	Weekly
Minimum Fund Size	USD 50,000
Maximum Fund Size	USD 100,000,000
Nominal Price Per Unit	USD 10
Base Currency of the Sub-Fund	The Sub-fund is denominated in US Dollar (USD)
Minimum Subscription Amount	USD 5000*
Minimum Top-up	USD 1000*
Fund Management Fee	*Refer Share class/Fee table

Subscription / Redemption Day / Dealing day	Every Monday of the week
Valuation Day	The Valuation Day is every Thursday immediately following the Dealing Day (Monday)

Asset Allocation Pattern:

Under normal market circumstances, the investment range would be as follows:

Instruments	Risk Profile	As % of Net Assets (Min. – Max.)
Units of ASK Indian Entrepreneur Fund	Medium to High	100%

Cut-off time for subscription-orders will be 4pm (UAE Time) one business day prior to the Dealing Day **Cut-off time for redemption-orders** will be 4pm (UAE Time) one business day prior to the Dealing Day.

Valuation Day: Every Thursday immediately following the Dealing Day of the week will be the cutoff date for the calculation of weekly NAV and transactions i.e. the Business Day as of which the Net Asset Value per unit of a Sub-Fund or Class of Units are determined.

Risk Factors: When investing in the Sub-Fund, investors should review the risk factors set out in Section 6 the Prospectus.

Investor Profile: Investors with a medium to long term time horizon (three to five years), medium-high risk profile, seeking predominantly equity diversification, with an aim to achieve long term capital growth.

Share Class/Fee:

Share Class	Currency	Management Fee	Entry Fee	Exit Fee	Minimum Initial Investment-Sub-Fund	Minimum Top up-Sub Fund
Retail	USD	Class A-1.50%	Up to 3% chargeable	NIL	USD 5000	USD 1000
		Class B- 2.00%	NIL	Year 1- 3% Year 2- 2% Year3 - 1%		
Institutional	USD	Class I- 0.95%	NIL	NIL	USD 50,000	USD 25,000

Master Fund Information

Master Fund Name	ASK Indian Entrepreneur Fund
ISIN:	IE000ZOC2XV2
Domicile	Ireland
Type of Fund	Diversified equity fund investing in Indian equities
Name of Management Company	Bridge Fund Management Limited
Inception Date	21st February 2023
Investment Manager	ASK Capital Management Pte. Ltd
Custodian	BNP Paribas S.A. Dublin Branch
NAV Calculation Frequency	Daily
Base Currency of the Sub-Fund	The Sub-fund is denominated in US Dollar (USD)
Benchmark	MSCI India Index

Investment Manager:

The Investment manager of ASK Indian Entrepreneur Fund is ASK Capital Management Pte. Ltd, an investment manager registered with the Monetary Authority of Singapore.

Investment Strategy:

ASK Indian Entrepreneur Portfolio invests in businesses run by entrepreneurs who have demonstrated high standards of governance, vision, execution, wisdom, capital allocation and capital distribution skills. These businesses have some of the highest long-term earnings and growth.

For more info on the Master Fund, please refer to respective UCIT Fund Prospectus.

4. BGIOF Aryabhata India Fund

First Initial Subscription Period Commencement Date: 14 January 2026

First Initial Subscription Period Expiry Date: 13 February 2026

In the event that the Minimum Fund Size (USD 50,000) is not covered:

Second Initial Subscription Period Commencement Date: 14 February 2026

Second Initial Subscription Period Expiry Date: 21 February 2026

Investment Objective:

BGIOF Aryabhata India Fund is an open-end passively managed fund that invest all of its assets in Aryabhata India Fund (the “Master Fund) Ireland registered mutual fund qualifying as undertaking for collective investment in transferable securities (UCITS). Aryabhata India Fund (the “Master Fund) invests in equity securities of companies domiciled in India.

Fund Manager:

The Fund Manager (**Barjeel Geojit Financial Services**) is regulated by the SCA and is licensed to carry out certain financial services including Managing a Collective Investment Fund and is wholly owned by Barjeel Geojit Financial Services LLC

Sub-Fund Information

Sub Fund Name	BGIOF Aryabhata India Fund
ISIN:	
Type of Fund	An open-ended sub fund scheme investing in units of ARYABHATA INDIA FUND
Name of Management Company	Barjeel Geojit Financial Services LLC
Inception Date	February 2026
SCA License	
Local Custodian (UAE)	Deutsche Bank
Investment Manager	Barjeel Geojit Financial Services LLC
Administrator and Registrar/Transfer Agent	Barjeel Geojit Financial Services LLC
NAV Calculation Frequency	Weekly
Minimum Fund Size	USD 50,000
Maximum Fund Size	USD 100,000,000
Nominal Price Per Unit	USD 10
Base Currency of the Sub-Fund	The Sub-fund is denominated in US Dollar (USD)
Minimum Subscription Amount	USD 5000*
Minimum Top-up	USD 1000*

Fund Management Fee	*Refer Share class/Fee table
Subscription / Redemption Day	Every Monday of the week
Valuation Day	The Valuation Day is every Thursday immediately following the Dealing Day (Monday)

*Retail class

Asset Allocation Pattern:

Under normal market circumstances, the investment range would be as follows:

Instruments	Risk Profile	As % of Net Assets (Min. – Max.)
Units of Aryabhata India Fund	Medium to High	100%

Cut-off time for subscription-orders will be 4pm (UAE Time) one business day prior to the Dealing Day.

Cut-off time for redemption-orders will be 4pm (UAE Time) one business day prior to the Dealing Day.

Valuation Day: Every Thursday immediately following the Dealing Day of the week will be the cutoff date for the calculation of weekly NAV and transactions i.e. the Business Day as of which the Net Asset Value per unit of a Sub-Fund or Class of Units are determined.

Risk Factors: When investing in the Sub-Fund, investors should review the risk factors set out in Section 6 of the Prospectus.

Investor Profile: Investors with a medium to long term time horizon (three to five years), medium-high risk profile, seeking predominantly equity diversification, with an aim to achieve long term capital growth.

Share Class/Fee:

Share Class	Currency	Management Fee	Entry Fee	Exit Fee	Minimum Initial Investment-Sub-Fund	Minimum Top up-Sub Fund
Retail	USD	Class A-1.50%	Up to 3% chargeable	NIL	USD 5000	USD 1000
		Class B- 2.00%	NIL	Year 1- 3% Year 2- 2% Year3 - 1%		
Institutional	USD	Class I- 0.95%	NIL	NIL	USD 50,000	USD 25,000

Master Fund Information

Master Fund Name	Aryabhata India Fund
ISIN:	IE000ILYNRB3
Domicile	Ireland
Type of Fund	An open-ended Article 8 UCITS fund investing in Indian equities
Name of Management Company	EPIC Investment Partners (Ireland) Limited
Inception Date	3rd August, 2023
Investment Manager	Abakkus Asset Manager Private Limited, GIFT City Branch
Custodian	European Depository Bank SA, Dublin Branch
NAV Calculation Frequency	Daily
Base Currency of the Sub-Fund	The Sub-fund is denominated in US Dollar (USD)
Benchmark	BSE 200 USD

Investment Manager:

The Investment Manager of Aryabhata India Fund is Abakkus Asset Manager Private Limited, Gift City Branch. Abakkus Asset Manager Private Limited, Gift City Branch is registered with The International Financial Services Centre Authority (IFSCA) as Registered FME (Non-Retail).

Investment Strategy:

The Investment Manager will aim to identify investments based on its proprietary “MEETS” framework which focuses on management, earnings, events, timing and structural criteria and intends to focus on a collection of core securities and will seek diversification across various sectors. In addition, securities will be chosen across different market capitalisations.

For more info on the Master Fund, please refer to the respective UCIT fund prospectus.

5. BGIOF DSP India Equity Fund

First Initial Subscription Period Commencement Date: 14 January 2026

First Initial Subscription Period Expiry Date: 13 February 2026

In the event that the Minimum Fund Size (USD 50,000) is not covered:

Second Initial Subscription Period Commencement Date: 14 February 2026

Second Initial Subscription Period Expiry Date: 21 February 2026

Investment Objective:

BGIOF DSP India Equity Fund is an open-end passively managed fund that invests all its assets in DSP India Equity Fund (the “Master Fund”), an Ireland registered mutual fund qualifying as Undertaking for Collective Investment in Transferable Securities (“UCITS”). DSP India Equity Fund invests in equity securities of companies domiciled in India.

Fund Manager:

The Fund Manager (**Barjeel Geojit Financial Services**) is regulated by the SCA and is licensed to carry out certain financial services including Managing a Collective Investment Fund and is wholly owned by Barjeel Geojit Financial Services LLC

Sub-Fund Information

Sub Fund Name	BGIOF DSP India Equity Fund
ISIN:	
Type of Fund	An open-ended Sub-Fund investing in units of DSP India Equity Fund
Name of Management Company	Barjeel Geojit Financial Services LLC
Inception date	February 2026
SCA License	
Local Custodian (UAE)	Deutsche Bank
Investment Manager	Barjeel Geojit Financial Services LLC
Administrator and Transfer Agent	Barjeel Geojit Financial Services LLC
NAV Calculation Frequency	Weekly
Minimum Fund Size	USD 50,000
Maximum Fund Size	USD 100,000,000
Nominal Price Per Unit	USD 10
Base Currency of the Sub-Fund	The Sub-Fund is denominated in US Dollar (USD).
Minimum Subscription Amount	USD 5000*

Minimum top up	USD 1000*
Fund Management Fee	*Refer Share class/Fee table
Subscription / Redemption Day / Dealing Day	Every Monday of the week
Valuation Day	The Valuation Day is every Thursday immediately following the Dealing Day (Monday)

*Retail class

Asset Allocation Pattern:

Under normal market circumstances, the investment range would be as follows:

Instruments	Risk Profile	As % of Net Assets (Min. – Max.)
Units of DSP India Equity Fund	Medium to High	100%

Cut-off time for subscription-orders will be 4pm (UAE Time) one business day prior to the Dealing Day.

Cut-off time for redemption-orders will be 4pm (UAE Time) one business day prior to the Dealing Day.

Valuation Day: Every Thursday immediately following the Dealing Day of the week will be the cutoff date for the calculation of weekly NAV and transactions i.e. the Business Day as of which the Net Asset Value per unit of a Sub-Fund or Class of Units are determined.

Risk Factors: When investing in the Sub-Fund, investors should review the risk factors set out in Section 6 of the Prospectus.

Investor Profile: Investors with a medium to long term time horizon (three to five years), medium-high risk profile, seeking predominantly equity diversification, with an aim to achieve long term capital growth.

Share Class/Fee

Share Class	Currency	Management Fee	Entry Fee	Exit Fee	Minimum Initial Investment-Sub-Fund	Minimum Top up-Sub Fund
Retail	USD	Class A-1.50%	Up to 3% chargeable	NIL	USD 5000	USD 1000
		Class B- 2.00%	NIL	Year 1- 3% Year 2- 2% Year3- 1%		
Institutional	USD	Class I- 0.95%	NIL	NIL	USD 50,000	USD 25,000

Master Fund Information

Master Fund Name	DSP India Equity Fund
ISIN:	IE00BK0WZ337
Domicile	Ireland
Type of Fund	Diversified equity fund investing in Indian equities
Name of Management Company	KBA Consulting Management Limited
Inception Date	15 March 2021
Investment Manager	DSP Asset Managers India Pvt. Ltd.
Custodian	HSBC France, Dublin Branch
NAV Calculation Frequency	Daily
Base Currency of the Sub-Fund	The Sub-fund is denominated in US Dollar (USD)
Benchmark	Nifty Midcap 150/ MSCI India Index

Investment Manager:

The Investment manager of is DSP India Equity Fund is DSP Asset Managers India Pvt. Ltd. which is an investment entity regulated by the Securities Exchange Board of India.

Investment Strategy:

The investment objective of the Fund is to achieve long-term capital appreciation by investing primarily in equity and equity-related securities of mid-cap and small-cap companies. While the Fund will invest across all capitalization ranges including large-cap, mid-cap, and small-cap companies there will be a particular focus on mid-cap and small-cap sectors.

For more info on the Master Fund, please refer to the respective UCIT fund prospectus.

6. BGIOF Franklin India Fund

First Initial Subscription Period Commencement Date: 14 January 2026

First Initial Subscription Period Expiry Date: 13 February 2026

In the event that the Minimum Fund Size (USD 50,000) is not covered:

Second Initial Subscription Period Commencement Date: 14 February 2026

Second Initial Subscription Period Expiry Date: 21 February 2026

Investment Objective:

BGIOF Franklin India Fund is an open-end passively managed fund that invest all its assets in Franklin India Fund (the “Master Fund) Luxembourg registered mutual fund qualifying as undertaking for collective investment in transferable securities (UCITS). Franklin India Fund (the “Master Fund) invests in equity securities of companies domiciled in India.

Fund Manager:

The Fund Manager (**Barjeel Geojit Financial Services**) is regulated by the SCA and is licensed to carry out certain financial services including Managing a Collective Investment Fund and is wholly owned by Barjeel Geojit Financial Services LLC.

Sub-Fund Information

Sub Fund Name	BGIOF Franklin India Fund
ISIN:	
Type of Fund	An open-ended sub fund scheme investing in units of - Franklin India Fund
Name of Management Company	Barjeel Geojit Financial Services LLC
Inception Date	February 2026
SCA License	
Local Custodian (UAE)	Deutsche Bank
Investment Manager	Barjeel Geojit Financial Services LLC
Administrator and Transfer Agent	Barjeel Geojit Financial Services LLC
NAV Calculation Frequency	Weekly
Minimum Fund Size	USD 50,000
Maximum Fund Size	USD 100,000,000
Nominal Price Per Unit	USD 10
Base Currency of the Sub-Fund	The Sub-fund is denominated in US Dollar (USD).
Minimum Subscription Amount	USD 5000*
Minimum Top-up	USD 1000*

Fund Management Fee	*Refer Share class/Fee table
Subscription / Redemption Day / Dealing Day	Every Monday of the week
Valuation Day	The Valuation Day is every Thursday immediately following the Dealing Day (Monday)

*Retail class

Asset Allocation Pattern

Under normal market circumstances, the investment range would be as follows:

Instruments	Risk Profile	As % of Net Assets (Min. – Max.)
Units of Franklin India Fund	Medium to High	100%

Cut-off time for subscription-orders will be 4pm (UAE Time) one business day prior to the Dealing Day.

Cut-off time for redemption-orders will be 4pm (UAE Time) one business day prior to the Dealing Day.

Valuation Day: Every Thursday immediately following the Dealing Day of the week will be the cutoff date for the calculation of weekly NAV and transactions i.e. the Business Day as of which the Net Asset Value per unit of a Sub-Fund or Class of Units are determined.

Risk Factors: When investing in the Sub-Fund, investors should review the risk factors set out in Section 6 of the Prospectus

Investor Profile: Investors with a medium to long term time horizon (three to five years), medium-high risk profile, seeking predominantly equity diversification, with an aim to achieve long term capital growth.

Share Class/Fee

Share Class	Currency	Management Fee	Entry Fee	Exit Fee	Minimum Initial Investment-Sub-Fund	Minimum Top up-Sub Fund
Retail	USD	Class A-1.50%	Up to 3% chargeable	NIL	USD 5000	USD 1000
		Class B- 2.00%	NIL	Year 1- 3% Year 2- 2% Year3 - 1%		
Institutional	USD	Class I - 0.95%	NIL	NIL	USD 50,000	USD 25,000

Master Fund Information

Master Fund Name	Franklin India Fund
ISIN:	LU0231204701
Domicile	Luxembourg
Type of Fund	Diversified equity fund investing in Indian equities
Name of Management Company	Franklin Templeton International Services
Inception Date	25th October, 2005
Investment Manager	Templeton Asset Management Ltd
Custodian	J.P. Morgan SE
NAV Calculation Frequency	Daily
Base Currency of the Sub-Fund	The Sub fund is denominated in US Dollar (USD)
Benchmark	Type MSCI India Index-NR

Investment Manager:

Templeton Asset Management Ltd is incorporated in Singapore and is regulated by the Money Authority of Singapore.

Investment Strategy:

The Fund invests principally in equity securities including common stock, preferred stock and convertible securities, as well as in warrants, participatory notes, and depository receipts of (i) companies registered in India, (ii) companies which perform a predominant part of their business in India, and (iii) holding companies which hold a predominant part of their participations in companies referred to in (i) and (ii), all of them across the entire market capitalisation spectrum from small-to large-cap companies.

The Investment Manager also considers Environmental, Social and Governance (ESG) factors as an integral component of its fundamental investment research and decision process.

The Fund may also, in accordance with the investment restrictions, invest up to 5% of its net assets in securities issued by private companies provided that the contemplated investments qualify as transferable securities under paragraphs (1) or (2) a) of Article 41 of the Law of 17 December 2010. In addition, the Fund may seek investment opportunities in fixed income securities issued by any of the above-mentioned entities as well as Money Market Instruments.

For more info on the Master Fund, please refer to the respective UCIT Fund Prospectus.

7. BGIOF Kotak India Growth Fund

First Initial Subscription Period Commencement Date: 14 January 2026

First Initial Subscription Period Expiry Date: 13 February 2026

In the event that the Minimum Fund Size (USD 50,000) is not covered:

Second Initial Subscription Period Commencement Date: 14 February 2026

Second Initial Subscription Period Expiry Date: 21 February 2026

Investment Objective:

BGIOF Kotak India Growth Fund is an open-ended passively managed fund that invest all its assets in Kotak IndiaGrowth Fund (“Master Fund”) (Class C, USD), a Luxembourg registered mutual fund qualifying as Undertaking for Collective Investment in Transferable Securities (“UCITS”). Kotak India Growth invests primarily in shares of companies that are located, registered, or doing significant business in India.

Fund Manager:

The Fund Manager (**Barjeel Geojit Financial Services**) is regulated by the SCA and is licensed to carry out certain financial services including Managing a Collective Investment Fund and is wholly owned by Barjeel Geojit Financial Services LLC

Sub-Fund Information

Sub Fund Name	BGIOF Kotak India Growth Fund
ISIN:	
Type of Fund	An open-ended sub fund scheme investing in units of Kotak India Growth Fund
Name of Management Company	Barjeel Geojit Financial Services LLC
Inception Date	February 2026
SCA License	
Local Custodian (UAE)	Deutsche Bank
Investment Manager	Barjeel Geojit Financial Services LLC
Administrator and Transfer Agent	Barjeel Geojit Financial Services LLC
NAV Calculation Frequency	Weekly
Minimum Fund Size	USD 50,000
Maximum Fund Size	USD 100,000,000
Nominal Price Per Unit	USD 10
Base Currency of the Sub-Fund	The Sub-fund is denominated in US Dollar (USD)
Minimum Subscription Amount	USD 5000*
Minimum Top-up	USD 1000*

Fund Management Fee	*Refer Share class/Fee table
Subscription / Redemption Day / Dealing Day	Every Monday of the week
Valuation Day	The Valuation Day is every Thursday immediately following the Dealing Day (Monday)

*Retail class

Asset Allocation Pattern

Under normal market circumstances, the investment range would be as follows:

Instruments	Risk Profile	As % of Net Assets (Min. – Max.)
Units of Kotak India Growth Fund	Medium to High	100%

Cut-off time for subscription-orders will be 4pm (UAE Time) one business day prior to the Dealing Day.

Cut-off time for redemption-orders will be 4pm (UAE Time) one business day prior to the Dealing Day.

Valuation Day: Every Thursday immediately following the Dealing Day of the week will be the cutoff date for the calculation of weekly NAV and transactions i.e. the Business Day as of which the Net Asset Value per unit of a Sub-Fund or Class of Units are determined.

Risk Factors: When investing in the Sub-Fund, investors should review the risk factors set out in Section 6 of the Prospectus

Investor Profile: Investors with a medium to long term time horizon (three to five years), medium-high risk profile, seeking predominantly equity diversification, with an aim to achieve long term capital growth.

Share Class/Fee

Share Class	Currency	Management Fee	Entry Fee	Exit Fee	Minimum Initial Investment-Sub-Fund	Minimum Top up-Sub Fund
Retail	USD	Class A-1.50%	Up to 3% chargeable	NIL	USD 5000	USD 1000
		Class B- 2.00%	NIL	Year 1- 3% Year 2- 2% Year3 -1%		
Institutional	USD	Class I- 0.95%	NIL	NIL	USD 50,000	USD 25,000

Master Fund Information

Master Fund Name	Kotak India Growth Fund (Class C,USD)
ISIN:	LU0863495239
Domicile	Luxembourg
Type of Fund	An 'open ended investment company" qualifying as an Undertaking for Collective Investments in Transferable Securities (UCITS) investing primarily in shares of companies that are located, registered, or doing significant business in India.
Name of Management Company	Fund Rock Management Company S.A.
Inception Date	15th March 2010
Investment Manager	Kotak Mahindra Asset Management (Singapore) Pte. Ltd
Custodian	Brown Brothers Harriman (Luxembourg) S.C.A
NAV Calculation Frequency	Daily
Base Currency of the Sub-Fund	The Sub-fund is denominated in US Dollar (USD)
Benchmark	MSCI India Index

Investment Manager:

The Investment manager of Kotak India Growth Fund is Kotak Mahindra Asset Management (Singapore) Pte. Ltd.

Kotak Mahindra Asset Management (Singapore) Pte. Ltd. is a company incorporated on 7 March 2014 under the laws of Singapore. Kotak Mahindra Asset Management (Singapore) Pte. Ltd is authorised and regulated in Singapore by the Money Authority of Singapore and holds a Capital Markets Services License to engage in fund management activities.

Kotak Mahindra (UK) Limited ("KMUK") was providing investment management services to the fund until 31 March 2017. Kotak Mahindra Asset Management (Singapore) Pte. Ltd. ("KMAMS") has been appointed as the investment manager of the fund with effect from 1 April 2017. The fund management professionals who provided investment management services to the Fund as employees of KMUK until 31.03.2017 continue to provide such services to the fund as employees of KMAMS.

For more info on the Master Fund, please refer to the respective UCIT fund prospectus.

Investment Strategy:

Fund will seek to deliver returns in a socially responsive manner by combining a value and growth-oriented investment philosophy with an Environmental Social and Governance ("ESG") principal overlay. The Investment Manager integrates ESG factors in its investment management process and evaluates companies on the basis of these factors before an investment decision is made, thereby promoting, among other characteristics, environmental and social characteristics within the meaning of Article 8 of Europe a n Union's Sustainable Finance Disclosure Regulation ("SFDR") effective from 15 February 2022.

The Investment Manager will seek to limit and/or exclude direct investment (as applicable) in corporate issuers which, in its opinion, have exposure to, or ties with, certain sectors including production of tobacco

products, extraction and distribution of certain types of fossil fuel (excluding distribution of gas) and/or the generation of power from them for onward sale, etc.

8. BGIOF Mirae Asset India Mid Cap Equity Fund

First Initial Subscription Period Commencement Date: 14 January 2026

First Initial Subscription Period Expiry Date: 13 February 2026

In the event that the Minimum Fund Size (USD 50,000) is not covered:

Second Initial Subscription Period Commencement Date: 14 February 2026

Second Initial Subscription Period Expiry Date: 21 February 2026

Investment Objective:

BGIOF Mirae Asset India Mid Cap Equity Fund is an open-end passively managed fund that invest all of its assets in Mirae Asset India Mid Cap Equity Fund (the “Master Fund) Ireland registered mutual fund qualifying as undertaking for collective investment in transferable securities (UCITS). Mirae Asset India Mid Cap Equity Fund (the “Master Fund) invests in equity securities of companies domiciled in India.

Fund Manager:

The Fund Manager (**Barjeel Geojit Financial Services**) is regulated by the SCA and is licensed to carry out certain financial services including Managing a Collective Investment Fund and is wholly owned by Barjeel Geojit Financial Services LLC

Sub-Fund Information

Sub Fund Name	BGIOF Mirae Asset India Mid Cap Equity Fund
ISIN:	
Type of Fund	An open-ended sub fund scheme investing in units of Mirae Asset India Mid cap Equity Fund
Name of Management Company	Barjeel Geojit Financial Services LLC
Inception Date	February 2026
SCA License	
Local Custodian (UAE)	Deutsche Bank
Investment Manager	Barjeel Geojit Financial Services LLC
Administrator and Transfer Agent	Barjeel Geojit Financial Services LLC
NAV calculation frequency	Weekly
Minimum Fund Size	USD 50,000
Maximum Fund Size	USD 100,000,000
Nominal Price Per Unit	USD 10
Base Currency of the Sub-Fund	The Sub fund is denominated in US Dollar (USD)
Minimum Subscription Amount	USD 5000*
Minimum Top-up	USD 1000*
Fund Management Fee	*Refer Share class/Fee table

Subscription / Redemption Day / Dealing day	Every Monday of the week
Valuation Day	The Valuation Day is every Thursday immediately following the Dealing Day (Monday)

*Retail class

Asset Allocation Pattern

Under normal market circumstances, the investment range would be as follows:

Instruments	Risk Profile	As % of Net Assets (Min. – Max.)
Units of Mirae Asset India Mid Cap Equity Fund	Medium to High	100%

Cut-off time for subscription-orders will be 4pm (UAE Time) one business day prior to the Dealing Day.

Cut-off time for redemption-orders will be 4pm (UAE Time) one business day prior to the Dealing Day.

Valuation Day: Every Thursday immediately following the Dealing Day of the week will be the cutoff date for the calculation of weekly NAV and transactions i.e. the Business Day as of which the Net Asset Value per unit of a Sub-Fund or Class of Units are determined.

Risk Factors: When investing in the Sub-Fund, investors should review the risk factors set out in Section 6 of the Prospectus

Investor Profile: Investors with a medium to long term time horizon (three to five years), medium-high risk profile, seeking predominantly equity diversification, with an aim to achieve long term capital growth.

Share Class/Fee

Share Class	Currency	Management Fee	Entry Fee	Exit Fee	Minimum Initial Investment-Sub-Fund	Minimum Top up-Sub Fund
Retail	USD	Class A-1.50%	Up to 3% chargeable	NIL	USD 5000	USD 1000
		Class B- 2.00%	NIL	Year 1- 3% Year 2- 2% Year3 - 1%		
Institutional	USD	Class I- 0.95%	NIL	NIL	USD 50,000	USD 25,000

Master Fund Information

Master Fund Name	Mirae Asset India Mid Cap Equity Fund
ISIN:	LU1689658778
Domicile	Luxembourg
Type of Fund	Diversified equity fund investing in Indian equities
Name of Management Company	Fund Rock Management Company S.A.
Inception Date	5th December, 2017
Investment Manager	Mirae Asset Global Investments (Hong Kong) Limited Sub manager: Mirae Asset Investment Managers (India) Private Limited
Custodian	Citibank Europe plc, Luxembourg Branch
NAV Calculation Frequency	Daily
Base Currency of the Sub Fund	The Sub-fund is denominated in US Dollar (USD)
Benchmark	NIFTY Midcap 100 Index

Investment Manager:

The Investment manager of Mirae Asset India Mid Cap Equity Fund is Mirae Asset Global Investments (Hong Kong) Limited.

Investment Strategy:

The primary objective of Mirae Asset India Mid Cap Equity Fund is to achieve long term growth in the share price through capital appreciation, measured in US Dollars, of the underlying equity portfolio. The Investment Managers will seek to achieve the objective of the Fund by investing mainly in equities and equity related securities of mid cap companies domiciled in or exercising a large portion of their economic activity in India. The Fund may also, on an ancillary basis, invest in equities and equity-related securities of small and large cap companies that are either domiciled, or exercise a large portion of their economic activity, in India, as well as other eligible securities that are considered appropriate by the Investment Managers such as units and shares of UCITS and/or UCI, including exchange traded funds, and financial derivative instruments including, but not limited to, index futures and options.

For more info on the Master Fund, please refer to the respective UCIT fund prospectus.

9. BGIOF Multi Partner SICAV TATA India Equity

First Initial Subscription Period Commencement Date: 14 January 2026

First Initial Subscription Period Expiry Date: 13 February 2026

In the event that the Minimum Fund Size (USD 50,000) is not covered:

Second Initial Subscription Period Commencement Date: 14 February 2026

Second Initial Subscription Period Expiry Date: 21 February 2026

Investment Objective:

BGIOF Multipartner SICAV TATA India Equity Fund is an open-end passively managed fund that invests all its assets in Multipartner SICAV TATA India Equity (the “Master Fund”), a Luxembourg registered mutual fund qualifying as Undertaking for Collective Investment in Transferable Securities (“UCITS”). The Master Fund invests in equity securities of companies domiciled in India.

Fund Manager:

The Fund Manager (**Barjeel Geojit Financial Services**) is regulated by the UAE Securities and Commodities Authority (“SCA”) and is licensed to carry out certain financial services including Managing a Collective Investment Fund and is wholly owned by Barjeel Geojit Financial Services LLC.

Sub-Fund Information

Sub Fund Name	BGIOF Multipartner SICAV TATA India Equity Fund
ISIN:	
Nature of the Fund	Sub-Fund
Type of Fund	An open-ended Sub-Fund investing in units of Multi Partner SICAV TATA India Equity
Name of Management Company	Barjeel Geojit Financial Services LLC
Inception Date	February 2026
SCA License	
Local Custodian (UAE)	Deutsche Bank
Investment Manager	Barjeel Geojit Financial Services LLC
Administrator and Transfer Agent	Barjeel Geojit Financial Services LLC
NAV Calculation Frequency	Weekly
Minimum Fund Size	USD 50,000
Maximum Fund Size	USD 100,000,000
Nominal Price Per Unit	USD 10
Base Currency of the Sub-Fund	The Sub-Fund is denominated in US Dollar (USD)
Minimum Subscription Amount	USD 5000*

Minimum Top-up	USD 1000*
Fund Management Fee	*Refer Share class/Fee table
Subscription / Redemption Day / Dealing Day	Every Monday of the week
Valuation Day	The Valuation Day is every Thursday immediately following the Dealing Day (Monday)

*Retail class

Asset Allocation Pattern

Under normal market circumstances, the investment range would be as follows:

Instruments	Risk Profile	As % of Net Assets (Min. – Max.)
Units of Multipartner SICAV TATA India Equity	Medium to High	100%

Cut-off time for subscription-orders will be 4pm (UAE Time) one business day prior to the Dealing Day.

Cut-off time for redemption-orders will be 4pm (UAE Time) one business day prior to the Dealing Day.

Valuation Day: Every Thursday immediately following the Dealing Day of the week will be the cutoff date for the calculation of weekly NAV and transactions i.e. the Business Day as of which the Net Asset Value per unit of a Sub-Fund or Class of Units are determined.

Risk Factors: When investing in the Sub-Fund, investors should review the risk factors set out in Section 6 of the Prospectus.

Investor Profile: Investors with a medium to long term time horizon (three to five years), medium-high risk profile, seeking predominantly equity diversification, with an aim to achieve long term capital growth.

Share Class/Fee:

Share Class	Currency	Management Fee	Entry Fee	Exit Fee	Minimum Initial Investment-Sub-Fund	Minimum Top up-Sub Fund
Retail	USD	Class A-1.50%	Up to 3% chargeable	NIL	USD 5000	USD 1000
		Class B- 2.00%	NIL	Year 1- 3% Year 2- 2% Year3 - 1%		
Institutional	USD	Class I- 0.95%	NIL	NIL	USD 50,000	USD 25,000

Master Fund Information

Master Fund Name	Multipartner SICAV TATA India Equity Fund
ISIN:	LU1932498253
Domicile	Luxembourg
Type of Fund	Diversified equity fund investing in Indian equities
Name of Management Company	Carne Global Fund Managers (Luxembourg) S.A.
Inception Date	13 th February 2020
Investment Manager	Tata Asset Management Private Limited, India
Custodian	State Street Bank International GmbH, Luxembourg Branch, Luxembourg
NAV Calculation Frequency	Daily
Base Currency of the Sub-Fund	The Master Fund is denominated in US Dollar (USD)
Benchmark	MSCI India Index

Investment Strategy:

Multipartner SICAV TATA India Equity Fund shall invest in the following instruments:

- direct investments in equity securities and other equities of companies which are listed on a stock exchange in India; up to 100% of the assets of the Sub-Fund.
- ADR (American Depositary Receipts) and GDR (Global Depositary Receipts) of companies domiciled in India.

Investments in India may be made through purchase of equity securities listed on an Indian stock exchange or of so-called share-based products, in particular ADRs (American depositary receipts) and GDRs (global depositary receipts), Participatory Notes (P-Notes), Exchange Traded Funds (ETF) and other investment funds, which qualify as eligible assets in accordance with Article 44 of the Law of 2010.

Investment Manager:

The Investment manager of the Multipartner SICAV TATA India Equity Fund is Tata Asset Management Limited.

Tata Asset Management Limited is a company domiciled in Mumbai, India, registered under the India Companies Act 1956 and authorised and regulated by the Securities and Exchange Board of India.

For more info on the Master Fund, please refer to the respective UCIT fund prospectus.

10. BGIOF Nippon India Equity Fund

First Initial Subscription Period Commencement Date: 14 January 2026

First Initial Subscription Period Expiry Date: 13 February 2026

In the event that the Minimum Fund Size (USD 50,000) is not covered:

Second Initial Subscription Period Commencement Date: 14 February 2026

Second Initial Subscription Period Expiry Date: 21 February 2026

Investment Objective:

BGIOF Nippon India Equity Fund is an open-ended passively managed fund that invests all its assets in Nippon India Equity Fund (the “Master Fund”), an Ireland registered mutual fund qualifying as Undertaking for Collective Investment in Transferable Securities (UCITS). Nippon India Equity Fund invests in equity securities of companies domiciled in India.

Fund Manager:

The Fund Manager (**Barjeel Geojit Financial Services**) is regulated by the SCA and is licensed to carry out certain financial services including Managing a Collective Investment Fund and is wholly owned by Barjeel Geojit Financial Services LLC

Sub-Fund Information

Sub Fund Name	BGIOF Nippon India Equity Fund
ISIN:	
Type of Fund	An open-ended Sub-Fund scheme investing in units of Nippon India Equity Fund
Name of Management Company	Barjeel Geojit Financial Services LLC
Inception Date	February 2026
SCA License	
Local Custodian (UAE)	Deutsche Bank
Investment Manager	Barjeel Geojit Financial Services LLC
Administrator and Transfer Agent	Barjeel Geojit Financial Services LLC
NAV Calculation Frequency	Weekly
Minimum Fund Size	USD 50,000
Maximum Fund Size	USD 100,000,000
Nominal Price Per Unit	USD 10
Base Currency of the Sub-Fund	The Sub-fund is denominated in US Dollar (USD)
Minimum Subscription Amount	USD 5000*
Minimum Top-up	USD 1000*
Fund Management Fee	*Refer Share class/Fee table

Subscription / Redemption Day / Dealing Day	Every Monday of the week
Valuation Day	The Valuation Day is every Thursday immediately following the Dealing Day (Monday)

Asset Allocation Pattern

Under normal market circumstances, the investment range would be as follows:

Instruments	Risk Profile	As % of Net Assets (Min. – Max.)
Units of Nippon India Equity Fund	Medium to High	100%

Cut-off time for subscription-orders will be 4pm (UAE Time) one business day prior to the Dealing Day.

Cut-off time for redemption-orders will be 4pm (UAE Time) one business day prior to the Dealing Day.

Valuation Day: Every Thursday immediately following the Dealing Day of the week will be the cutoff date for the calculation of weekly NAV and transactions i.e. the Business Day as of which the Net Asset Value per unit of a Sub-Fund or Class of Units are determined.

Risk Factors: When investing in the Sub-Fund, investors should review the risk factors set out in Section 6 of the prospectus.

Investor Profile: Investors with a medium to long term time horizon (three to five years), medium-high risk profile, seeking predominantly equity diversification, with an aim to achieve long term capital growth.

Share Class/Fee:

Share Class	Currency	Management Fee	Entry Fee	Exit Fee	Minimum Initial Investment-Sub-Fund	Minimum Top up-Sub Fund
Retail	USD	Class A-1.50%	Up to 3% chargeable	NIL	USD 5000	USD 1000
		Class B- 2.00%	NIL	Year 1- 3% Year 2- 2% Year3- 1%		
Institutional	USD	Class I- 0.95%	NIL	NIL	USD 50,000	USD 25,000

Master Fund Information

Master Fund Name	Nippon India Equity Fund
ISIN:	IE00BN6Q7D46
Domicile	Ireland
Type of Fund	Diversified equity fund investing in Indian equities
Name of Management Company	NS Partners Europe SA
Inception Date	17 May 2016, fund migrated to IEPF Dublin on 31 July 2022
Investment Manager	Nippon Life India Asset Management (Singapore) Pte Ltd.
Custodian	BNP Paribas S.A., Dublin
NAV Calculation Frequency	Daily
Base Currency of the Sub-Fund	The Sub-fund is denominated in US Dollar (USD)
Benchmark	MSCI India USD

Investment Manager:

The Investment manager of Nippon India Fund is Nippon Life India Asset Management (Singapore) Pte Ltd, an investment manager registered with the Monetary Authority of Singapore.

Investment Strategy:

The investment Strategy of the Emergent India Fund is to generate long-term capital growth by investing in companies established in or operating in India. The benchmark index for the fund is the MSCI India Index

For more info on the Master Fund, please refer to the respective UCIT fund prospectus.