

## **STATEMENT OF ADDITIONAL INFORMATION**

This Statement of Additional Information (SAI) contains details of Mahindra Manulife Mutual Fund, its constitution, and certain tax, legal and general information. It is incorporated by reference and is legally a part of the Scheme Information Document (SID).

This SAI is dated **June 27, 2025**

<b>Name of Mutual Fund</b>	Mahindra Manulife Mutual Fund
<b>Name of Asset Management Company</b>	Mahindra Manulife Investment Management Private Limited
<b>Name of Trustee Company</b>	Mahindra Manulife Trustee Private Limited
<b>Addresses, Website of the Entities</b>	<p><b>Registered Office:</b> 4<sup>th</sup> Floor, A-wing, Mahindra Towers, Dr. G M Bhosale Marg, P K Kurne Chowk, Mumbai – 400018.</p> <p><b>Corporate Office:</b> Unit No. 204, 2<sup>nd</sup> Floor, Amiti Building, Piramal Agastya Corporate Park, LBS Road, Kamani Junction, Kurla (W), Mumbai – 400 070.</p> <p><b>Website:</b> <a href="http://www.mahindramanulife.com">www.mahindramanulife.com</a></p>

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## **INTERPRETATION**

For all purposes of this Statement of Additional Information, except as otherwise expressly provided or unless the context otherwise requires:

- All references to the masculine shall include the feminine and all references, to the singular shall include the plural and vice-versa.
- All references to "dollars" or "\$" refer to United States Dollars and "Rs" refer to Indian Rupees. A "crore" means "ten million" and a "lakh" means a "hundred thousand".
- All references to timings relate to Indian Standard Time (IST).
- References to a day are to a calendar day including a non-Business Day.

Please note that words and expressions used in the SAI will have the same meaning assigned from time to time in the SID.

## **I. INFORMATION ABOUT SPONSOR, ASSET MANAGEMENT COMPANY (AMC) AND TRUSTEE COMPANY**

### **A. Constitution of the Mutual Fund**

Mahindra Manulife Mutual Fund ("the Fund/MMMF") has been constituted as a trust on September 29, 2015 in accordance with the provisions of the Indian Trusts Act, 1882 (2 of 1882) with Mahindra & Mahindra Financial Services Limited ('MMFSL') and Manulife Investment Management (Singapore) Pte. Ltd. ('Manulife Singapore'), as the Sponsor and Mahindra Manulife Trustee Private Limited as the Trustee. The Trust Deed dated September 29, 2015 has been registered under the Indian Registration Act, 1908, as amended by the Deed of Variation dated April 29, 2020. The Mutual Fund was registered with SEBI on February 4, 2016 under Registration Code MF/069/16/01.

The Mutual Fund was originally set up as Mahindra Mutual Fund by MMFSL. Subsequently, pursuant to the Share Subscription Agreement amongst MMFSL, Manulife Singapore, Mahindra Manulife Investment Management Private Limited (MMIMPL) and Mahindra Manulife Trustee Private Limited (MMTPL), Manulife Singapore acquired 49% of the post issue equity share capital (on a fully diluted basis) of MMIMPL and MMTPL on April 29, 2020 and became Co-Sponsor of the Fund. The Deed of Variation to the Trust Deed constituting the Fund was executed on April 29, 2020 to reflect Manulife Singapore as the Co-Sponsor of the Fund along with MMFSL.

Accordingly, Mahindra Mutual Fund was renamed as the Fund and SEBI vide its letter dated June 1, 2020 issued fresh certificate of registration dated June 1, 2020 in the name of 'Mahindra Manulife Mutual Fund' and cancelled the old certificate of registration dated February 4, 2016 in the name of 'Mahindra Mutual Fund'.

### **B. Sponsor**

Mahindra Manulife Mutual Fund is sponsored by Mahindra & Mahindra Financial Services Limited ("MMFSL") and Manulife Investment Management (Singapore) Pte. Ltd. ("Manulife Singapore"). The Mutual Fund was originally sponsored by MMFSL. MMFSL is the Settlor of the Mutual Fund Trust. MMFSL has entrusted a sum of Rs 1,00,000/- (Rs. One Lakh only) to Mahindra Manulife Trustee Private Limited as the initial contribution towards the corpus of the Mutual Fund.

## Mahindra & Mahindra Financial Services Limited

Mahindra & Mahindra Financial Services Limited (MMFSL), a part of the Mahindra Group, is one of India's leading non-banking finance companies. Focused on the rural and semi-urban sector, MMFSL has over 10 Million customers and has an AUM of over USD 11 Billion. MMFSL is a leading vehicle and tractor financier, provides loans to SMEs and also offers fixed deposits. MMFSL has over 1,402 offices and reaches out to customers spread over 3,80,000 villages and 7,000 towns across the country.

## Manulife Investment Management (Singapore) Pte. Ltd.

Manulife Investment Management (Singapore) Pte. Ltd. ("MIMS") is a member of the Manulife Financial group of companies and is an indirect wholly owned subsidiary of Manulife Financial Corporation.

MIMS has a strong presence in Singapore, managing retail fund schemes, institutional client mandates as well as managing assets on behalf of its insurance affiliate.

Manulife Financial Corporation is a leading international financial services provider that helps people make their decisions easier and lives better. With our global headquarters in Toronto, Canada, we provide financial advice and insurance, operating as Manulife across Canada, Asia, and Europe, and primarily as John Hancock in the United States. Through Manulife Investment Management, the global brand for our global wealth and asset management segment, we serve individuals, institutions and retirement plan members worldwide. At the end of 2024, we had more than 37,000 employees, over 109,000 agents, and thousands of distribution partners, serving over 36 million customers. We trade as 'MFC' on the Toronto, New York, and the Philippine stock exchanges, and under '945' in Hong Kong.

Financial Performance of the Sponsors (past three years):

## Financial Performance of MMFSL

(Rs. In Crores)

Particulars	2024-2025	2023-24	2022 – 23
Net Worth	19,812.23	18,157.49	17,088.91
Total Income	16,074.69	13,562.42	11,056.09
Profit / (Loss) after tax	2,354.04	1,759.62	1,984.32
Asset Under Management (if applicable)	1,19,673.02	1,02,596.77	82,769.87

## Financial Performance of MIMS

Particulars	Year ended December 31, 2024	Year ended December 31, 2023	Year ended December 31, 2022
Net Worth	430,700 (27,091,030)	439,406 (27,719,935)	482,334 (29,750,886)
Total Income	94,643 (5,953,045)	84,962 (5,240,624)	85,862 (5,091,304)
Profit / (Loss) after tax	7,294 (458,793)	14,072 (867,989)	14,037 (832,343)
Asset Under Management (if applicable)	30,242,883 (1,902,277,340)	27,672,832 (1,745,741,053)	25,556,561 (1,576,356,505)

Note:

1. Upper figure; Amounts in thousand SGD
2. Lower figure in parenthesis; Amounts in thousand Rupees
3. Converted into Rupees using Bloomberg Reference Rate

## C. The Trustee

Mahindra Manulife Trustee Private Limited (the “Trustee”), through its Board of Directors, shall discharge its obligations as trustee of the Mahindra Manulife Mutual Fund. The Trustee ensures that the transactions entered into by Mahindra Manulife Investment Management Private Limited (“the AMC”) are in accordance with the SEBI (Mutual Funds) Regulations, 1996 as amended from time to time (“SEBI (MF) Regulations” / “Regulations” / “SEBI Regulations”) and will also review the activities carried on by the AMC.

### 1. Details of Trustee Directors:

Name	Age	Educational Qualifications	Brief Experience
Mr. Amarjyoti Barua*	47 years	BA Economics (Honors) and MBA, Faculty of Management Studies	Mr. Amarjyoti Barua is the Group Chief Financial Officer of Mahindra & Mahindra Limited (‘M&M’), with a career spanning over 25 years. He joined M&M in May 2023 as Executive Vice President - Group (Strategy). He is also a member of Group Executive Board. Prior to joining M&M, Mr. Barua was the Finance Leader for Oilfield Services & Equipment (OFSE) segment of Baker Hughes. Prior to Baker Hughes, Mr. Barua held multiple roles at General Electric Co. (GE) over the course of 18 years. He was the Chief Financial Officer (CFO) for GE’s Power Conversion business. He was also the CFO for GE Mining, Financial Planning & Analysis Leader for GE in India, and Executive Audit Manager at GE’s Corporate Audit Staff. Mr. Barua is also actively engaged in supporting a not-for-profit charitable institution for supporting aged women called “Seneh”.
Mr. Gautam G. Parekh	73 years	Fellow Member of the Institute of Chartered Accountants of India	Mr. Gautam G. Parekh is in practice with the firm ‘Gautam G. Parekh & Associates’ for over 36 years. He has vast experience in the fields of Direct Taxes and Corporate Laws. He is also on the board of Indchemie Health Specialties Private Limited and The Motwane Manufacturing Company Pvt Ltd.
Mr. Suneet K. Maheshwari	67 years	BSc (Honours) degree from Mumbai University and M.B.A. (Marketing) from Pune University	Mr. Suneet K. Maheshwari has over 37 years of experience in project and corporate finance, investment banking and private equity with a focus on infrastructure & large Corporates. He has been at the forefront of public policy engagements w.r.t infrastructure reform, PPP initiatives, infrastructure financing and Indian credit markets and has been active on various policy advocacy matters at public fora like CII, FICCI, Assocham, and Indian Merchants’ Chamber. He has also been associated with L&T Infrastructure Finance Company Limited as Managing Director & CEO, L&T Finance Holdings Limited as Group Executive and Vice President wherein he was handling Enterprise Risk Management, Wholesale lending, Private Equity, CSR & RBI related activities. He is currently associated with Udvik Infrastructure Advisors LLP as Managing Partner.
Mr. Nilesh Sathe	68 years	M.Com, Certified Associate of Indian Institute of Bankers	Mr. Nilesh Sathe has over 4 decades of rich experience in the Banking, Insurance & Mutual Fund Industry. He was Member of IRDAI Hyderabad from 2015 to 2019 during which period he headed Life Insurance Department along

			<p>with Legal, IT, HR and Administration and also headed Non-Life (General Insurance), Intermediaries, Surveyors, Health, Finance &amp; Accounts, Inspection and Enforcement for over a year. During his tenure as Member in IRDAI, he was also a member of Implementation Committee of International Association of Insurance Supervisors (IAIS) and represented India in Basel (Switzerland), Morocco, Budapest, Moscow, Singapore etc. He was also Member of Asian Insurance Forum and represented India at Manila, Bangkok, Taipei etc. Prior to joining IRDAI, he was CEO and Director of LIC Nomura Mutual Fund AMC. He has held various positions in LIC of India, such as Executive Director of a Marketing Channel, Chief (Pension &amp; Group Schemes Dept.) and Sr. Divisional Manager of two prestigious Divisions of Mumbai. He has also worked with Bank of India and Canara Bank.</p>
Mr. Krishnaswamy Arabadi Sridhar	65 years	B.Sc, Chartered Accountant	<p>Mr. A. K. Sridhar has over 37 years of work experience in the areas of Finance, Investment Management, Credit &amp; Debt Markets, Equity Markets and Business Strategy. He holds a 'Representative License' issued by Monetary Authority of Singapore (MAS) to conduct Fund Management &amp; Financial Advisory Services in Singapore. His work experience spans across various regulated Financial Services verticals – Mutual Fund, Insurance Industry, Offshore Funds, Alternate Investments, PE, Corporate Finance &amp; Treasury and Financial Consulting. Till June, 2020, Mr. Sridhar was a full time Director and Chief Investment Officer (CIO) of an Insurance Company – a joint venture of Bank of Baroda, Union Bank of India (Andhra Bank) and Warburg Pincus Plc. Mr. Sridhar was the MD &amp; CEO of UTI International (Singapore) Ltd. wherein he conceptualized and set up the offshore investment management business for UTI. He was also associated with UTI Asset Management Company as the Executive Director &amp; Chief Investment Officer (CIO). Mr. Sridhar was also on the Boards of various Indian Companies as a Nominee Director of the lending institutions and as non-executive Director on the Board of Offshore Fund Companies registered in Singapore, Mauritius &amp; Guernsey. He was a non-executive Director on the Board of Association of Mutual Funds in India (AMFI) for more than 4 years. He was also on the Capital Markets Committee of Indian Merchant Chambers (IMC) and a Member of the MSCI Emerging Markets Index Committee. He is a Member of Index Policy Committee of NSE Indices Ltd. He has the experience of interacting with the various Market Regulators such as SEBI, IRDA, PFRDA &amp; RBI, MAS and FCA in UK (erstwhile FSA, UK) and FSA, Mauritius. He also held a position as an active Member of the IMAS (Investment Management</p>

			Association of Singapore).
Mr. Michael C Fitzgerald*	48 years	Bachelor's degree, Marketing Management	Mr. Michael C Fitzgerald holds a Bachelor's Degree in Marketing Management from Syracuse University, New York, USA. He is the Managing Director and Head of Multi-Asset Product Solutions, Asia for Manulife Investment Management (Hong Kong) Limited ("Manulife HK") since March 2020, where he is responsible for development of Multi-Asset product suite for distribution across Asia markets, including retail wealth, retirement and insurance. Since relocating to Hong Kong in 2014, he has been instrumental in the development of Manulife HK's Asia investment manager research team and has led the development and launch of 20 plus investment products across multiple markets, including Luxembourg, Cayman Islands, Philippines, Taiwan, Vietnam and Thailand. He has over 23 years of experience and he is part of Manulife Group since January 2007.

**\*Associate Director**

#### **Rights, obligations, duties and responsibilities of the Trustee under the trust deed and the SEBI Regulations:**

Pursuant to the Trust Deed dated September 29, 2015 (as amended from time to time) constituting the Mutual Fund and in terms of the SEBI (MF) Regulations, the rights, obligations, responsibilities and duties of the Trustee, inter-alia, are as under:

1. The Trustee and the AMC have with the prior approval of SEBI entered into an Investment Management Agreement.
2. The Investment Management Agreement contains clauses as are mentioned in the Fourth Schedule of the SEBI (MF) Regulations and such other clauses as are necessary for the purpose of entrusting investment management of the Mutual Fund.
3. The Trustee shall have a right to obtain from the AMC such information as is considered necessary by it.
4. The Trustee shall ensure that:
  - the policy for empanelment of brokers is approved by the Board of Trustees and the AMC been diligent in empanelling the brokers, in monitoring securities transactions with brokers and avoiding undue concentration of business with any broker.
  - the AMC has not given any undue or unfair advantage to any associates or dealt with any of the associates of the AMC in any manner detrimental to the interests of the Unitholders.
  - the transactions entered into by the AMC are in accordance with SEBI (MF) Regulations and the Scheme(s).
  - the AMC has been managing the Scheme (s) independently of other activities and has taken adequate steps to ensure that the interest of investors of one Scheme are not compromised with those of any other Scheme or of other activities of the AMC.
  - all the activities of the AMC are in accordance with the provisions of SEBI (MF) Regulations.
5. Where the directors of the Trustee have reason to believe that the conduct of the business of the Fund is not in accordance with the SEBI (MF) Regulations and / or the Scheme(s), they shall forthwith take such remedial steps as are necessary and shall immediately inform SEBI of the violation and the action taken by them.

6. Each Director of the Trustee shall file with the Fund details of his/her transactions of dealings in securities within the time and manner as may be specified under the SEBI (MF) Regulations, circulars issued from time to time.
7. The Trustee shall be accountable for, and be the custodian of the funds and property of the Scheme(s) and shall hold the same in trust for the benefit of the Unitholders in accordance with SEBI (MF) Regulations and the provisions of the Trust Deed.
8. The Trustee shall take steps to ensure that the transactions of the Fund are in accordance with the provisions of the Trust Deed.
9. The Trustee shall ensure that the income calculated by the AMC under sub-regulation (25) of regulation 25 of SEBI (MF) Regulations is in accordance with SEBI (MF) Regulations and the Trust Deed.
10. The Trustee shall obtain the consent of the Unitholders:
  - a. whenever required to do so by SEBI in the interest of the Unitholders; or
  - b. whenever required to do so on the requisition made by three-fourths of the Unitholders of any scheme or such number of Unitholders as may be prescribed by SEBI from time to time; or
  - c. when the majority of the directors of the Trustee decide to wind up a scheme in terms of clause (a) of sub regulation (2) of regulation 39 of SEBI (MF) Regulations, or prematurely redeem the Units of a close ended scheme.
11. The Trustee shall ensure that no change in the fundamental attributes of any Scheme or the trust or fees and expenses payable or any other change which would modify the Scheme(s) and affect the interest of Unitholders, shall be carried out by the AMC unless it complies with sub-regulation (26) of regulation 25 of SEBI (MF) Regulations.
12. The Trustee shall call for the details of transactions in securities by the key personnel of the AMC in their own personal names or on behalf of the AMC and report to SEBI, as and when required.
13. The Trustee shall quarterly review all transactions carried out between the Mutual Fund, AMC and its associates.
14. The Trustee shall on a quarterly basis review the networth of the AMC to ensure compliance with the threshold provided in clause (f) of sub-regulation (1) of Regulation 21 of SEBI (MF) Regulations on a continuous basis.
15. The Trustee shall periodically review all service contracts such as custody arrangements and satisfy itself that such contracts are executed in the interest of the Unitholders.
16. The Trustee shall ensure that there is no conflict of interest between the manner of deployment of its networth by the AMC and the interest of the Unitholders.
17. The Trustee shall periodically review the investor complaints received and the redressal of the same by the AMC.
18. The Trustee shall abide by the Code of Conduct as specified in PART-A of the Fifth Schedule to the SEBI (MF) Regulations.
19. The Trustee shall furnish to SEBI on a half yearly basis:
  - a. a report on the activities of the Mutual Fund.



- b. a certificate stating that the Directors have satisfied themselves that there have been no instances of self dealing or front running by any of the directors and key personnel of the AMC.
- c. a certificate to the effect that the AMC has been managing the Scheme(s) independently of the other activities and in case any activities of the nature referred to in clause (b) of Regulation 24 of SEBI (MF) Regulations have been undertaken by the AMC and has taken adequate steps to ensure that the interest of the Unitholders are protected.

20. The independent directors of the Trustee shall give their comments on the report received from the AMC regarding the investments by the Mutual Fund in the securities of group companies of the Sponsors.

21. The Trustee shall exercise due diligence as under:

**General Due Diligence:**

- i. The directors of the Trustee shall be discerning in the appointment of the directors on the Board of the AMC.
- ii. The Trustee shall review the desirability of continuance of the AMC if substantial irregularities are observed in any of the scheme(s) and shall not allow the AMC to float new scheme(s).
- iii. The Trustee shall ensure that the trust property is properly protected, held and administered by proper persons and by a proper number of such persons.
- iv. The Trustee shall ensure that all service providers are holding appropriate registrations from SEBI or concerned regulatory authority.
- v. The Trustee shall arrange for test checks of service contracts.
- vi. The Trustee shall immediately report to SEBI of any special developments in the mutual fund.

**Specific Due Diligence:**

The Trustee shall:

- i. Obtain internal audit reports at regular intervals from independent auditors appointed by the Trustee.
- ii. Obtain compliance certificates at regular intervals from the AMC.
- iii. Hold meeting of Trustees more frequently.
- iv. Consider the reports of the independent auditor and compliance reports of the AMC at the meetings of the Trustee for appropriate action.
- v. Maintain records of the decisions of the Trustee at their meetings and of the minutes of the meetings.
- vi. Prescribe and adhere to the code of ethics by the Trustee, AMC and its personnel.
- vii. Communicate in writing to the AMC of the deficiencies and checking on the rectification of deficiencies.

22. The Trustee shall also exercise due diligence on such matters as may be specified by SEBI from time to time. In terms of the extant guidelines issued by SEBI in this regard, the Trustee shall exercise independent due diligence on certain “core responsibilities”, specified as under:

- a) The fairness of the fees and expenses charged by the AMC.
- b) Review the performance of AMC in its schemes vis-à-vis performance of peers or the appropriate benchmarks.
- c) Ensure that the AMC has put in place adequate systems to prevent mis-selling to increase assets under their management and valuation of the AMC.
- d) Ensure that operations of the AMC are not unduly influenced by the AMC’s Sponsor(s), their associates and other stakeholders of the AMC.
- e) Ensure that undue or unfair advantage is not given by the AMC to any of their associates/group entities.
- f) The Trustee shall be responsible to address conflicts of interest, if any, between the shareholders/stakeholders/associates of the AMC and unitholders.
- g) Ensure that the AMC has put in place adequate systems to prevent misconduct including market abuse/misuse of information by the employees, AMC and connected entities of the AMC.

### **Other core responsibilities of the Trustee:**

- a) Ensure that there are system level checks in place at the AMC's end to prevent fraudulent transactions including front running by employees, form splitting/ mis-selling by distributors etc. The Trustee shall review such checks periodically.
- b) The Trustee and their resource persons shall independently evaluate the extent of compliance by the AMC vis-à-vis the identified key areas and not merely rely on the AMC's submissions /external assurances.
- c) Ensure that the AMC shall put in place suitable mechanisms/systems to generate system based information/data/reports for evaluation and effective due diligence by the Trustee. AMC shall provide alerts based automated reports to the Trustee as may be required by the Trustee.
- d) Ensure that suitable mechanisms/systems are put in place by the AMC to generate system based information/data/reports for evaluation and effective due diligence by the Trustee. The Trustee shall also ensure that the AMC periodically review such systems.
- e) Ensure that the AMC shall submit exception reports/analytical information to the Trustee, that add value to the process of exercising their oversight role. The Trustee shall evaluate the nature and adequacy of the alerts and the manner of dealing with such alerts by the AMC.
- f) The Trustee shall require the AMC to furnish, in a true and fair manner, reports and alerts based on pre-decided parameters including but not limited to the areas specified above as "core responsibilities", for taking appropriate action.
- g) Periodically review of all steps taken by the AMC for folios which do not contain all the Know Your Client (KYC) attributes / updated KYC attributes and ensure that the AMC take remedial steps necessary for updating the KYC attributes especially pertaining to bank details, PAN, mobile phone number.

23. The independent directors of the Trustee or AMC shall pay specific attention to the following, as may be applicable, namely:

- a. the Investment Management Agreement and the compensation paid under the agreement.
- b. service contracts with associates: whether the AMC has charged higher fees than outside contractors for the same services.
- c. selection of the AMC's independent directors.
- d. securities transactions involving associates to the extent such transactions are permitted.
- e. selection and nomination of individuals to fill independent directors' vacancies.
- f. designing of code of ethics to prevent fraudulent, deceptive or manipulative practices by insiders in connection with personal securities transactions.
- g. the reasonableness of fees paid to Sponsors, AMC and any others for services provided.
- h. principal underwriting contracts and their renewals.
- i. any service contract with the associates of the AMC.

Notwithstanding anything contained in sub-regulations (1) to (25) of the SEBI (MF) Regulations, the Trustee shall not be held liable for acts done in good faith if they have exercised adequate due diligence honestly.

Amendments to the Trust Deed shall not be carried out without the prior approval of SEBI and Unitholders' approval/consent as per the procedure/provisions laid down in the SEBI (MF) Regulations and the Trust Deed would be obtained where it affects the interest of the Unitholders.

### **Supervisory Role of the Trustees**

The supervisory role of the Trustees will be discharged, inter-alia, by reviewing the information and operations of the Mutual Fund based on the internal audit reports/compliance reports received on a periodical basis. The board meeting of the Trustee shall be held at least once in every two calendar months and at least six such meetings shall be held every year or at such frequency as may be prescribed under the SEBI (MF) Regulations. The Board Meeting of the Trustee has been held 6 (six) times during the financial year 2024-25. Further, the Audit Committee chaired by an independent director is responsible to review the internal audit systems and recommendations of the internal and statutory audit reports.

## Trustee – Fees and Expenses

The trusteeship fees shall be subject to a maximum of 0.01% per annum of the daily Net Assets of the schemes of the Mutual Fund. Such fee shall be paid to the Trustee Company at monthly frequency. The Trustee Company may charge further expenses as permitted from time to time under the Trust Deed and SEBI (MF) Regulations.

## II. ASSET MANAGEMENT COMPANY

Mahindra Manulife Investment Management Private Limited (“the AMC”) is a company incorporated under the Companies Act, 1956 on June 20, 2013, having its Registered Office at 4<sup>th</sup> Floor, A-wing, Mahindra Towers, Dr. G M Bhosale Marg, P K Kurne Chowk, Mumbai – 400018. MMIMPL has been appointed as the Asset Management Company of the Mahindra Manulife Mutual Fund by the Trustee vide Investment Management Agreement (IMA) dated September 30, 2015 and executed between the Trustee and the AMC.

### A. Shareholding Pattern of the AMC:

Shareholder	Percentage of holding
Mahindra and Mahindra Financial Services Ltd.	51%
Manulife Investment Management (Singapore) Pte. Ltd.	49%

### Other Activities of the AMC:

The AMC is providing non-binding investment advisory services to such clients/categories of investors as permitted under Regulation 24(b) of SEBI Regulations, as amended from time to time and as specified by SEBI. SEBI has vide its email dated May 15, 2020, accorded its no objection to the AMC for providing non-binding investment advisory services under Regulation 24(b) of the SEBI Regulations. The AMC has proper systems and controls in place to ensure that (a) there is no material conflict of interest between the activities of managing the schemes of the Fund and other activities of the AMC; (b) interest of the unit holders of the schemes of the Fund are protected at all times; In case of an unavoidable conflict of interest situation, the AMC shall make appropriate disclosures in an appropriate manner, which shall include the source of conflict, potential ‘material risk or damage’ to the Fund’s investors’ interests and detailed parameters of the same.

### B. Details of AMC Directors:

Name	Age	Educational Qualification	Brief Experience
Mr. Anthony Heredia*	53 years	B.Com; C.A	Mr. Anthony Heredia has over 28 years of experience in the investment management industry. The senior roles held by him in the Mutual Fund business include Managing Director of Morgan Stanley Investment Management, CEO & Whole Time Director of Baroda Asset Management India Limited and Chief Executive Officer of BOI Axa Investment Managers Pvt. Ltd. He has extensive experience and a very strong understanding of Sales, Marketing and Investment domains within the business.
Ms. Chitra Andrade	63 years	B.Com (Honours) degree from Calcutta University and a PGDBM from XLRI,	Ms. Chitra Andrade has nearly 36 years of experience across the Indian Financial Services sector including banking, investment banking, asset management and NBFCs. She has held leadership roles and served on the Management/Executive Committees of reputed financial services companies such as GE Money, Citibank, DSP Merrill Lynch and Bank of America, among others. She has further consulted on special assignments with reputed firms including UTI Mutual Fund, Indian Institute of Banking & Finance, National Institute of Securities

Name	Age	Educational Qualification	Brief Experience
		Jamshedpur	Markets and DDI
Mr. Vijay Seshadri Ramachandran	60 years	B.Tech (Electrical Engineering) from IIT Madras and a PGDM from IIM Ahmedabad.	Mr. Vijay Ramachandran, has worked twelve years with J Walter Thompson (now Wunderman Thompson), and on many of the agency's brands as an account planner. His clients ranged from Unilever, Cadbury's, Godrej-GE Appliances, Ceat Tyres, Kellogg's, Pond's and De Beers. He was associated with Citi Bank as the Marketing and Analytics Director for India for setting up the analytics team and built it out to handle analytics for Europe and the Americas. His responsibilities at Citi Bank also included internet and digital banking (building the digital acquisition engine, revamping the website, creating the mobile app and innovative mobile payment mechanisms) and adding product management (liabilities, investments, and insurance). He was also appointed as the Chief Marketing Officer of the EMEA region handling marketing responsibilities for 12 countries in Eastern Europe, Middle East and Africa. He was also on the six member global marketing council from 2010 to 2014, working on global branding of the bank, creating cross-market and cross-regional synergies in communications and products. Mr. Ramchandran has also worked with IDFC Bank Limited as the Chief Marketing Officer.
Mr. Gianni Fiacco*	48 years	Bachelor of Commerce, University of Toronto; Chartered Accountant, Institute of Chartered Accountants of Ontario; and Chartered Public Account, Institute of Chartered Accountants of Ontario	Mr. Gianni Fiacco has over 23 years' experience in financial services field. He is the Head of Emerging Markets & Chief Strategy Officer for Manulife's Wealth and Asset Management businesses in Asia. He also oversees the Wealth & Asset Management emerging market businesses of Malaysia, Indonesia, Philippines, Vietnam and India as well as being responsible for the development and implementation of business strategies to deliver on the company's growth objectives across Asia. Prior to joining Manulife Investment Management (formerly known as Manulife Asset Management), Gianni served as Regional Controller, Asia for Manulife Financial, where he was accountable for financial and management accounting, planning, forecasting and analysis as well as tax and internal controls related to finance across Asia. Before joining Manulife, Gianni worked with PricewaterhouseCoopers LLP in their Audit and Assurance Services group.
Mr. Raul Ignatius Rebello*	48 years	Postgraduate in Management from the Goa Institute of Management	Mr. Raul Ignatius Rebello is the Managing Director & Chief Executive Officer of Mahindra & Mahindra Financial Services Limited (MMFSL). He is also the Director on the board of various subsidiary companies of MMFSL. He is a career banker with extensive experience in the domain of Rural Banking and Financial Inclusion. He joined MMFSL on 1 <sup>st</sup> September 2021 as the Chief Operating Officer of the Company. He has capably led the growth and transformation journey in MMFSL, demonstrating strong leadership. He represents a strong combination of business leadership and social commitment, which aligns with the Mahindra Group 's core purpose of Rise. He is personally passionate about impacting livelihoods of the low-income community and agrarian households. Prior to joining MMFSL, he was with Axis Bank as EVP & Head- Rural Lending & Financial Inclusion. In his 19 years stint with Axis Bank, he led key business including Rural Lending, Farmer Funding, Gold Loans, MSME lending,

Name	Age	Educational Qualification	Brief Experience
			Commodity Loans, Tractor & Farm Equipment Lending, Agri- Value chain Deposits, Payments & Insurance. He also led the Business correspondent channel including 15000 + partner outlets and the Micro-ATM channel of the Bank. He played a pivotal role to increase the Banks Distribution in Rural and Semi-Urban areas through light format Banking outlets, Micro-ATMs, and Rural ecosystem partnerships. Under his leadership, Axis Bank has won the prestigious Financial Inclusion Award at the Asian Banking and Finance Awards in 2019 and 2021.
Mr. Abizer Diwanji	59 years	B.Com, Chartered Accountant	<p>Mr. Abizer Diwanji holds a bachelor's degree in commerce, and is a rank holder Chartered Accountant. He has over 30 years of experience in the financial services industry. Mr. Diwanji was a former Partner of Ernst &amp; Young ('E&amp;Y') and led their Financial Services and Restructuring Practice in India, across Advisory, Tax and Deals business. He relinquished his partnership in June 2024 to focus on newer ideas, Board Positions and Learnings. Mr. Diwanji is currently a Founder and Designated Partner of NeoStrat Advisors LLP. He has been part of various RBI, MCA and SEBI committees.</p> <p>Mr. Diwanji started the Restructuring and Turnaround Practice within E&amp;Y which has been involved in more than 150 transactions across operational restructuring, Financial restructuring, Debt Raising and Insolvency Proceedings. Mr. Diwanji has also been part of the law making efforts as well as thought leadership in the field of Insolvency and Restructuring.</p> <p>Mr. Diwanji has managed and led a number of high profile and complex transactions and thus has a deep understanding and practical experience of dealing with issues that arise in Indian transactions.</p>

**\* Associate Director**

### **C. Duties and Obligations of the Asset Management Company**

Under the SEBI (MF) Regulations and the Investment Management Agreement (as amended from time to time), duties and obligations of the AMC are as follows:

1. The AMC shall take all reasonable steps and exercise due diligence to ensure that the investment of funds pertaining to any scheme is not contrary to the provisions of the SEBI (MF) Regulations and the Trust Deed.
2. The AMC shall exercise due diligence and care in all its investment decisions as would be exercised by other persons engaged in the same business.
3. The AMC shall obtain, wherever required under the SEBI (MF) Regulations, prior in-principle approval from the recognized stock exchange(s) where units are proposed to be listed.
4. The AMC shall be responsible for the acts of commissions or omissions by its employees or the persons whose services have been procured by the AMC.

5. The AMC shall submit to the trustees quarterly reports of each year on its activities and the compliance with these regulations.
6. The Trustee at the request of the AMC may terminate the assignment of the AMC at any time; Provided that such termination shall become effective only after the Trustee has accepted the termination of assignment and communicated its decision in writing to the AMC.
7. Notwithstanding anything contained in any contract or agreement or termination, the AMC or its directors or other officers shall not be absolved of any liability to the Mutual Fund for its / their acts of commission or omissions, while holding such position or office.
8. The Chief Executive Officer (whatever be the designation) of the AMC shall ensure that the Mutual Fund complies with all the provisions of the SEBI (MF) Regulations and the guidelines ,circulars issued in relation thereto from time to time and that the investments made by the fund managers are in the interest of the unit holders and shall also be responsible for the overall risk management function of the Mutual Fund.
9. The Chief Executive Officer (whatever be the designation) of the AMC shall ensure that the AMC has adequate systems in place to ensure that the Code of Conduct for Fund Managers and Dealers as specified in PART – B of the Fifth Schedule of the SEBI (MF) Regulations are adhered to in letter and spirit. In case of any breach to the said Code of Conduct the same shall be brought to the attention of the Board of Directors of the AMC and Trustee.
10. The Fund Managers (whatever be the designation) shall ensure that the funds of the schemes are invested to achieve the objectives of the scheme(s) and in the interest of the unit holders.

The Fund Managers including Chief Investment Officer (whatever be the designation) shall abide by the Code of Conduct for Fund Managers and Dealers as specified in PART – B of the Fifth Schedule of the SEBI (MF) Regulations and submit a quarterly self-certification to the Trustees that they have complied with the said code of conduct or list exceptions, if any.

The Dealers (whatever be the designation) shall ensure that orders are executed on the best available terms, taking into account the relevant market at the time for transactions of the kind and size concerned to achieve the objectives of the scheme(s) and in the best interest of all the unit holders.

The Dealers (whatever be the designation) shall abide by the Code of Conduct for Fund Managers and Dealers as specified in PART – B of the Fifth Schedule of the SEBI (MF) Regulations and submit a quarterly self-certification to the Trustees that they have complied with the said code of conduct or list exceptions, if any.

The Board of directors of the AMC shall ensure that all the activities of the AMC are in accordance with the provisions of these regulations.

11. The AMC shall not through any broker associated with the Sponsors, purchase or sell securities, which is average of 5% or more of the aggregate purchases and sale of securities made by the Mutual Fund in all its schemes

Provided that for the purpose of this clause, aggregate purchase and sale of securities shall exclude sale and distribution of Units issued by the Mutual Fund;

Provided further that the aforesaid limit of 5% shall apply for a block of any three months.

12. The AMC shall not purchase or sell securities through any broker (other than a broker referred to in clause above) which is average of 5% or more of the aggregate purchases and sale of securities made by

the Mutual Fund in all its schemes or as may be prescribed under SEBI (MF) Regulations unless the AMC has recorded in writing the justification for exceeding the limit of 5% or as may be prescribed under SEBI (MF) Regulations and reports of all such investments are sent to the Trustee on a quarterly basis;

Provided that the aforesaid limit shall apply for a block of any three months.

13. The AMC shall not utilise the services of the Sponsors or any of its associates, employees or their relatives, for the purpose of any securities transaction and distribution and sale of securities;

Provided that the AMC may utilise such services if disclosure to that effect is made to the Unitholders and the brokerage or commission paid is also disclosed in the half yearly and annual accounts of the Mutual Fund;

Provided further that the Mutual Fund shall disclose at the time of declaring half yearly and yearly results:

- i. any underwriting obligations undertaken by the schemes for the Mutual Fund with respect to issue of securities of associate companies;
- ii. devolvement, if any;
- iii. subscription by the schemes in the issues lead managed by associate companies;
- iv. subscription to any issue of equity or debt on private placement basis where the Sponsors or its associate companies have acted as arranger or manager.

14. The AMC shall file with the Trustee the details of transactions in securities by the key personnel of the AMC in their own names or on behalf of the AMC, and shall report to SEBI, as and when required by SEBI.

15. In case the AMC enters into any securities transactions with any of its associates a report to that effect shall be sent to the Trustee at its next meeting.

16. In case any company has invested more than 5 per cent of the Net Asset Value of a scheme or as may be prescribed under SEBI (MF) Regulations, the investment made by that scheme or by any other scheme in that company or its subsidiaries shall be brought to the notice of the Trustee by the AMC and be disclosed in the half yearly and annual accounts of the respective schemes with justification for such investment. The said disclosure will be made provided the latter investment has been made within one year of the date of the former investment, calculated on either side.

17. The AMC shall file with the Trustee and SEBI:-

- i. detailed bio-data of all its directors along with their interest in other companies within fifteen days of their appointment;
- ii. any change in the interest of directors every six months; and
- iii. quarterly report to the Trustee giving details and adequate justification about the purchase and sale of the securities of the group companies of the Sponsors or the AMC as the case may be by the Mutual Fund during the said quarter.

18. Each director of the AMC shall file with the Trustee details of his transactions or dealings in securities of such value on a quarterly basis.

19. The AMC shall not appoint any person as key personnel who has been found guilty of moral turpitude or convicted of any economic offence or involved in violation of securities laws.

20. The AMC shall appoint registrars and share transfer agents (RTA) who are registered with SEBI. Provided if the work relating to the transfer of Units is processed in-house, the charge at competitive

market rates may be debited to the scheme(s) and for rates higher than the competitive market rates, prior approval of the Trustee shall be obtained and reasons for charging higher rates shall be disclosed in the annual accounts.

21. The AMC shall abide by the Code of Conduct as specified in PART-A of the Fifth Schedule of the SEBI (MF) Regulations.
22. The AMC shall invest such amounts in such schemes of the Fund, based on the risks associated with the schemes, as may be specified by SEBI from time to time.
23. The AMC shall invest a percentage of the remuneration of such employees as specified by SEBI in units of mutual fund schemes based on the designation or roles of the designated employees in the manner as may be specified by the Board.
24. The AMC shall also conduct a quarterly review to ensure compliance with the requirement of investment of minimum amount in the scheme(s) of the Fund which may change either due to change in value of the Asset under Management ('AUM') or in the risk value assigned to the scheme(s). Further, based on review of quarterly average AUM, shortfall in value of the investment in scheme(s), if any, shall be made good within 7 days of such review. Such details of investment shall be disclosed on the website of the AMC and AMFI.
25. The AMC shall –
  - a. not act as a Trustee of any mutual fund;
  - b. not undertake any business activities other than in the nature of management and advisory services provided to pooled assets including offshore funds, insurance funds, pension funds, provident funds or such categories of foreign portfolio investor subject to such conditions, as maybe specified by SEBI from time to time, if any of such activities are not in conflict with the activities of the Mutual Fund.

Provided that the AMC may itself or through its subsidiaries undertake any such activities, if it satisfies SEBI and ensures that the conditions as laid under the applicable Regulations are met.

Provided further that the AMC may, itself or through its subsidiaries, undertake portfolio management services and advisory services for other than broad based fund subject to complying with the additional conditions viz. (i) that the key personnel of the AMC, the systems, back office, bank and securities accounts are segregated activity wise and there exist systems to prohibit access to inside information of various activities; (ii) that the capital adequacy requirements, if any, separately for each such activity are met and that separate approval, if necessary under the relevant regulations is obtained; and other directions, as may be specified by the SEBI from time to time are adhered to.

Provided further that the AMC may become a proprietary trading member for carrying out trades in the debt segment of a recognised stock exchange, on behalf of the schemes of Mutual Fund and may also become a self-clearing member of the recognised clearing corporations to clear and settle trades in the debt segment on behalf of its schemes.

26. The AMC shall not invest in any of its schemes unless full disclosure of its intention to invest has been made in the Scheme Information Document(s) (SID); provided that the AMC shall not be entitled to charge any fees on its investment in that scheme(s);
27. The AMC shall not carry out its operations including trading desk, unit holder servicing and investment operations outside the territory of India.



28. The AMC shall compute and carry out valuation of investments made by the scheme(s) of the Mutual Fund in accordance with the investment valuation norms specified in Eighth Schedule of SEBI (MF) Regulations, and shall publish the same.
29. The AMC and the Sponsors shall be liable to compensate the affected investors and/or the scheme(s) for any unfair treatment to any investor as a result of inappropriate valuation.
30. The AMC shall report and disclose all the transactions in debt and money market securities, including inter scheme transfers, as may be specified by SEBI from time to time.
31. The AMC shall not acquire any assets out of the Trust Fund which involves the assumption of any liability which is unlimited or which may result in encumbrance of the scheme(s) property in any way.
32. (a) The AMC shall keep and maintain proper books of account, records and documents, for each scheme so as to explain its transactions and to disclose at any point of time the financial position of each scheme and in particular give a true and fair view of the state of affairs of the Mutual Fund and intimate to SEBI the place where such books of account, records and documents are maintained.
- (b) The financial statements and accounts of the mutual fund schemes shall be prepared in accordance with Indian Accounting Standards (IND AS) and any addendum thereto, as notified by the Companies (Indian Accounting Standards) Rules, 2015, as amended from time to time. Provided that in case there is any conflict between the requirements of IND AS and these regulations and guidelines issued thereunder, the AMC's shall follow the requirements specified under these regulations.
- (c) The AMC shall maintain and preserve for a period of eight years its books of account, records and documents.
- (d) The AMC shall follow the accounting policies and standards as specified in Ninth Schedule and as specified by the Board from time to time, so as to provide appropriate details of the scheme wise disposition of the assets of the fund at the relevant accounting date and the performance during that period together with information regarding distribution or accumulation of income accruing to the unitholder in a fair and true manner.
33. The Board of Directors of the AMC shall ensure that all the activities of the AMC are in accordance with the provisions of SEBI (MF) Regulations.
34. The Board of Directors of the AMC shall exercise due diligence as follows:
- a) The Board of Directors of the AMC shall ensure before the launch of any scheme that the AMC has-
- (i) systems in place for its back office, dealing room and accounting;
  - (ii) appointed all key personnel including fund manager(s) for the scheme(s) and submitted their bio-data which shall contain the educational qualifications and past experience in the securities market with the Trustees, within fifteen days of their appointment;
  - (iii) appointed auditors to audit its accounts;
  - (iv) appointed a compliance officer who shall be responsible for monitoring the compliance of the Act, rules and regulations, notifications, guidelines, instructions, etc., issued by SEBI or the Central Government and for redressal of investors grievances;
  - (v) appointed a RTA registered under the Securities and Exchange Board of India (Registrars to an Issue and Share Transfer Agents) Regulations, 1993 and laid down parameters for their supervision;
  - (vi) prepared a compliance manual and designed internal control mechanisms including internal audit systems;
  - (vii) specified norms for empanelment of brokers and marketing agents;

(viii) obtained, wherever required under these regulations, prior in principle approval from the recognized stock exchange(s) where units are proposed to be listed.

b) The Board of Directors of the AMC shall ensure that –

- (i) the AMC has been diligent in empanelling the brokers, in monitoring securities transactions with brokers and avoiding undue concentration of business with specific brokers;
- (ii) AMC has not given any undue or unfair advantage to any Associate or dealt with any of the associate of the AMC in any manner detrimental to interest of the unit holders;
- (iii) the transactions entered into by the AMC are in accordance with the SEBI (MF) Regulations and the respective schemes;
- (iv) the transactions of the Fund are in accordance with the provisions of the Trust Deed;
- (v) the net worth of the AMC is reviewed on a quarterly basis to ensure compliance with the threshold provided in clause (f) of sub-regulation (1) of regulation 21 of SEBI (MF) Regulations on a continuous basis;
- (vi) all service contracts including custody arrangements of the assets and transfer agency of the securities are executed in the interest of the unit holders;
- (vii) there is no conflict of interest between the manner of deployment of the net worth of the AMC and the interest of the unit holders;
- (viii) the investor complaints received are periodically reviewed and redressed;
- (ix) all service providers are holding appropriate registrations with SEBI or with the concerned regulatory authority;
- (x) any special developments in the Fund are immediately reported to the trustees;
- (xi) there has been exercise of due diligence on the reports submitted by the AMC to the Trustee;
- (xii) there has been exercise of due diligence on such matters as may be specified by SEBI from time to time.

c) The Compliance Officer appointed shall independently and immediately report to SEBI any non-compliance observed by him.

d) The AMC shall constitute a Unit Holder Protection Committee in the form and manner and with a mandate as may be specified by SEBI.

e) The AMC shall be responsible for calculation of any income due to be paid to the Fund and also any income received in the Fund, for the unit holders of any scheme of the Fund, in accordance with SEBI (MF) Regulations and the Trust Deed.

f) The AMC shall ensure that no change in the fundamental attributes of any scheme or the trust, fees and expenses payable or any other change which would modify the scheme and affect the interest of unit holders, shall be carried out unless,—

- i. SEBI has reviewed and provided its comments on the proposal.
- ii. a written communication about the proposed change is sent to each unit holder and an advertisement is issued in one English daily newspaper having nationwide circulation as well as in a newspaper published in the language of region where the Head Office of the mutual fund is situated; and
- iii. The Unitholders are given an option for a period of 30 calendar days to exit at the prevailing Net Asset Value without any exit load.

35. The AMC shall put in place an institutional mechanism, as may be specified by SEBI, for the identification and deterrence of potential market abuse including front-running and fraudulent transactions in securities.

36. The Chief Executive Officer or Managing Director or such other person of equivalent or analogous rank and Chief Compliance Officer of the AMC shall be responsible and accountable for implementation of

such an institutional mechanism for deterrence of potential market abuse, including front-running and fraudulent transactions in securities.

37. The AMC shall establish, implement and maintain a documented whistle blower policy that shall — (a) provide for a confidential channel for employees, directors, trustees, and other stakeholders to raise concerns about suspected fraudulent, unfair or unethical practices, violations of regulatory or legal requirements or governance vulnerability, and (b) establish procedures to ensure adequate protection of the whistle blowers.

38. An AMC shall ensure compliance with the Investor Charter specified by SEBI from time to time.

39. The AMC shall conduct stress testing for such schemes as specified by SEBI and disclose the results of the stress testing in the form and manner, as may be specified by SEBI.

#### **D. Information on Key Personnel of the AMC:**

<b>Name</b>	<b>Age</b>	<b>Designation</b>	<b>Educational Qualification</b>	<b>Total no. of years of experience</b>	<b>Nature of past experience including assignments held during the last 10 years</b>
Mr. Anthony Heredia	53 years	Managing Director & Chief Executive Officer	B.Com; C.A	28 years	<p>Mahindra Manulife Investment Management Private Limited (“MMIMPL”) - Managing Director &amp; Chief Executive Officer (“MD &amp; CEO”) - April 1, 2022 – until date</p> <p>MMIMPL - MD &amp; CEO Designate - February 28, 2022 – March 31, 2022</p> <p>BOI Axa Investment Managers Pvt. Ltd.- Chief Executive Officer August 2021 – February 2022</p> <p>Baroda Asset Management India Limited - Chief Executive Officer &amp; Whole Time Director - August 2015 – August 2021</p>
Mr. Ashwani Wadhwa	46 years	Co - Head Distribution	Post Graduate (MBA-Marketing)	21 years	<p>MMIMPL - Co-Head – Distribution – December 2024 – Until date</p> <p>MMIMPL - Zonal &amp; Channel Head - October 2020 – December 2024</p> <p>MMIMPL - Zonal Head - April 2016 – October 2020</p> <p>Sujash Wealth Management - Vice President – Sales - June 2014 -April 2016</p>
Mr. Nitesh Chhabra	45 years	Co - Head Distribution	Post Graduate Diploma in Management (Business	21 years	<p>MMIMPL - Co-Head – Distribution – December, 2024 – Until date</p> <p>MMIMPL - Vice - President – Sales -</p>

Name	Age	Designation	Educational Qualification	Total no. of years of experience	Nature of past experience including assignments held during the last 10 years
			Management)		<p>April 2019 – December 2024</p> <p>MMIMPL - General Manager – Sales - January, 2016 – March 2019</p> <p>HDFC AMC Ltd - Senior Manager – Sales - July 2014 - January 2016</p>
Ms. Ashwini Sankhe	51 years	Chief Financial Officer	C.A, C.W.A , B.Com	20 years	<p>MMIMPL – Chief Financial Officer - December 16, 2020 - Until date</p> <p>MMIMPL - General Manager-Accounts &amp; Finance - January 30,2017 - December 15,2020</p> <p>Wealth Tree Advisors Pvt Ltd (My CFO)- Senior Manager- May 2, 2016 - January 22, 2017</p>
Mr. Ravi Dayma	42 years	Head – Compliance & Legal, Company Secretary	B.Com, Company Secretary, LLB	19 years	<p>MMIMPL – Head - Compliance &amp; legal, Company Secretary – April 01, 2022 – until date</p> <p>MMIMPL – Head - Compliance &amp; Risk, Company Secretary - March 28, 2018 – March 31, 2022</p> <p>MMIMPL – Head Compliance &amp; Risk – April 01, 2017 – March 27, 2018</p> <p>MMIMPL – Head – Compliance – September 01, 2015 – March 31, 2017</p> <p>MMFSL - Head -Compliance – AMC - March 18, 2015 – August 31, 2015</p>
Mr. Rahul Pal	49 years	Chief Investment Officer – Fixed Income	A.C.A., B.Com(H)	23 years	<p>MMIMPL - CIO – Fixed Income- June 1, 2022 - Until date</p> <p>MMIMPL -Head – Fixed Income - September 21, 2015 – May 31, 2022</p>
Mr. Krishna Sanghavi	52 years	Chief Investment Officer – Equity	B. Com, ICWA, MMS (Finance)	28 years	<p>MMIMPL - Chief Investment Officer – Equity - November 1, 2019 - Until date</p> <p>Canara Robeco Asset Management Co. Ltd – Head of equities – July 30, 2018 – October 11, 2019</p> <p>Aviva Life Insurance Company India Ltd. - Head of Equities – May 16, 2016 – July 25, 2018</p> <p>Canara Robeco Asset Management Co. Ltd.- Senior Fund Manager - September</p>

Name	Age	Designation	Educational Qualification	Total no. of years of experience	Nature of past experience including assignments held during the last 10 years
					05, 2012 - May 12, 2016
Mr. Sanjay D'Cunha	58 years	Head – Information Technology & Chief Information Security Officer	MBA(General Management), BA – Commerce & Economics, Diploma in Electronics & Radio Engineering and Executive Development Program from University Of Michigan-Stephen M. Ross School of Business	28 years	MMIMPL - Chief Information Security Officer and Head - IT – March 28,2019 – Until date  MMIMPL - Head - Information Technology – September 01, 2015 – March 27, 2019
Mr. Avinash Yogeshwar	44 years	Head – Human Resources	B.A, Masters in Human Resources Development	19 years	MMIMPL - Head – Human Resources - October 2022 - Until date  MMFSL - Country Group HR- October 2018 – September 2022  MMFSL - Sr Manager HR – CG1 & HR Business Partnering- October 2013 – September 2018
Mr. Amit Garg	44 years	Fund Manager – Fixed Income	B.Com, MMS Finance, CFA	20 years	MMIMPL - Assistant Fund Manager – Fixed Income - June 2020 -Until date  MMIMPL - Dealer – Fixed Income - September 2015 to June 2020  MMFSL- Dealer – Fixed Income – April 19, 2013 - September 2015
Ms. Pooja Vineet Deherkar	45 years	Investor Relations Officer	B.COM, PGCBM	21 years	MMIMPL – Investor Relations Officer - November 01, 2018 – Until date  MMIMPL – Manager – Investor Relations - June, 2016 – November 2018  Reliance Asset Management Company Limited – Manager-Branch Operations – February, 2016 – June, 2016
Ms. Fatema Pacha	44 years	Fund Manager – Equity	PGDM (Finance), BE (Computers)	19 years	MMIMPL – Fund Manager – Equity – September 30,2020 – Until date

Name	Age	Designation	Educational Qualification	Total no. of years of experience	Nature of past experience including assignments held during the last 10 years
					ICICI Prudential Life Insurance- Fund Manager Equities - November 2007 - September 2020
Mr. Manish Lodha	49 years	Fund Manager - Equity	B.Com (H), CS, CA	24 years	MMIMPL - Fund Manager - December 02, 2020 - Until date  Canara HSBC OBC Life Insurance Co Ltd - Asst. Fund Manager - October 06, 2016 - December 01, 2020  Kotak Mahindra Mutual Fund - Research Analyst - June 2005 - September 30, 2016
Mr. Chetan Pandit	39 years	Chief Risk Officer	PGDM Finance, B.E (Electronics)	14 years	MMIMPL- Chief Risk Officer - October 2022 – Until date  HSBC Asset Management India Private Limited - Vice President – Risk Management - February 2019 to October 2022  L&T Investment Management - Senior Manager – Risk Management - November 2015 to February 2019  Principal Asset Management Company Private Limited- Associate Manager – Risk Management - July 2013 to November 2015
Mr. Renjith Sivaram Radhakrishnan	45 years	Fund Manager & Research Analyst – Equity	MBA(Finance ) & , B-Tech (Mechanical Engineering)	15 years	MMIMPL - Fund Manager & Research Analyst -June 1, 2023 – Until date  MMIMPL - Research Analyst – Equity - December 6, 2021 – May 31, 2023  ICCI Securities - Analyst – Capital goods and engineering - June 23, 2017 - November 30, 2021  Antique Stock broking- Analyst – Capital goods and engineering, consumer durables – January 15, 2015 to June 23, 2017
Mr. Biren Shah	44 years	Vice President – Marketing, Products & Corporate Communicat	MBA (Finance) & PG–Marketing & Brand (MICA)	18 years	MMIMPL - Vice President – Marketing, Products & Corporate Communications- October 2023 – Until date  MMIMPL - Deputy General Manager –

Name	Age	Designation	Educational Qualification	Total no. of years of experience	Nature of past experience including assignments held during the last 10 years
		ions			Marketing, Product & Communications- April 2017 - September 2023  Self Employed- Consultant- June 2016 – April 2017  L&T Finance Holdings- Team Manager- September 2011 – June 2016
Mr. Amit Teckchandani	44 years	Vice President – Marketing & Digital	MBA (Marketing)	16 years	MMIMPL - Vice President – Marketing & Digital - October 2023 – Until date  MMIMPL - Deputy General Manager - Business Development- August 2021 – September 2023  DBS Bank India Limited- Vice President – Alliances & Partnerships- November 2011 – August 2021
Mr. Navin Matta	Age: 45	Fund Manager & Research Analyst - Equity	Qualification: PGDBA	20 years	MMIMPL – Fund Manager & Research Analyst – Equity – October 24, 2024 – Until date  MMIMPL - Research Analyst (Equity) and Investment Advisor – October 1, 2021 – October 23, 2024  MMIMPL- Research Analyst (Equity) - July 01, 2020 till October 1, 2021  BOB Capital – AVP – Research – August 19, 2019 to May 29, 2020  SAFE Enterprises – VP – Investments- March 27, 2019 to June 30, 2019  Bajaj Allianz Life Insurance - Research Analyst – June 27, 2016 to March 22, 2019  HDFC Securities- Senior Manager – August 14, 2014 to June 14, 2016
Ms. Kirti Dalvi	44 years	Fund Manager - Equity	CFA – Level II, Master’s in Management Studies and B.com	19 years	MMIMPL – Fund Manager – Equity - November 19, 2024 – Until date
Mr. Vishal Jajoo	45 years	Fund Manager -	Bachelor’s degree in	18 years	MMIMPL – Fund Manager – Equity - December 13, 2024 – until date.

Name	Age	Designation	Educational Qualification	Total no. of years of experience	Nature of past experience including assignments held during the last 10 years
		Equity	Commerce, MBA (Investments), PGDM (Finance), Chartered Accountancy from ICAI.		ITI Asset Management Company Limited - Fund Manager – Equity – January 19, 2023 – November 29, 2024.  Tata Investment Corporation Limited - Senior Investment Manager – December 09, 2014 - January 18, 2023.
Mr. Chetan Gindodia	32 years	Fund Manager & Research Analyst - Equity	CA, CFA and B. Com	9 years	MMIMPL – Research Analyst – Equity - February 2025 – Until date  PGIM India Asset Management Private Limited – Senior Analyst - January 2024 - February 2025  AlfAccurate Advisors Private Limited – Analyst - June 2019 - December 2023  Multiact Consulting Private Limited – Associate - September 2016 - June 2019

**Information on Investment Team Personnel of the Asset Management Company (in addition to the Chief Investment Officer – Equity, Chief Investment Officer – Fixed Income, Fund Manager(s) – Equity and Fund Manager – Fixed Income)**

Name	Designation	Age/ Qualification	Total no. of years of experience	Nature of past experience including assignments held during the last 10 years
Mr. Kush Sonigara	Senior Credit Analyst	Age: 35 years Qualification: B.Com(FM), FRM	13years	MMIMPL- Senior Credit Analyst - February 9, 2021 – until date  MMIMPL- Manager - Research Analyst (Fixed Income) -June 16, 2016 – February 8,2021  Taurus Asset Management Co. Ltd. - Fixed Income Dealer – June 2014 – June 2016
Mr. Amit Hiremath	Research Analyst – Equity and Investment Advisor	Age: 45 years Qualification: M.B.A., B. Pharm.	19 years	MMIMPL – Research Analyst – Equity and Investment Advisor – October 24, 2024 – Until date.  MMIMPL- Research Analyst – Equity- June 12, 2017- October 23, 2024 Anand Rathi Advisors Ltd.- Assistant Vice President – December 2015 – June 2017  B&K Securities- Research Analyst- February 2014 – December 2015



Name	Designation	Age/ Qualification	Total no. of years of experience	Nature of past experience including assignments held during the last 10 years
Ms. Alpha Negi	Investment Associate	Age: 42 years Qualification: M.Com, PGDMB – Finance	16 years	MMIMPL - Investment associate - May 15, 2018 - until date  MMIMPL - Deputy Manager – Investments – September 30, 2016 – May 14, 2018  DSP Blackrock Investment manager Pvt. Ltd - Asst. Manager – Sales MIS – March 1, 2007- September 27, 2016
Mr. Pranav Nishith Patel	Research Analyst – Equity	Age: 41 years Qualification: B.E.(I.T) & M.Sc	15 years	MMIMPL - Research Analyst - Equity - April 18, 2022 - until date  MSCI Services Pvt. Ltd - Vice President - May 2014 - April 2022
Mr. Priyesh Babariya	Research Analyst – Equity	Age: 33 years Qualification: MBA - Finance	9 years	Mahindra Manulife Investment Management Private Limited - Research Analyst – Equity - October 2024 – Until date  Max Life Insurance - Research Analyst – Equity - May 2023 – October 2024  Anand Rathi - Research Analyst – Equity – April 2023 – May 2023  Axis Capital - Research Analyst – Equity – December 2022 – April 2023  Batlivala & Karani Securities India Pvt. Ltd - Research Analyst – Equity – July 2021 – December 2022  Kotak Securities Ltd. – Research Analyst – Equity – February 2019 – July 2021
Mr. Shrenik Bachhawat	Research Analyst - Equity	Age: 31 years Qualification: B.Com, CA and CFA (USA)	8 years	MMIMPL – Research Analyst – Equity - December 2024 – Until date  PGIM India Mutual Fund –Research Analyst – Equity – July 2023 – December 2024  LIC Mutual Fund – Research Analyst – Equity - February 2022 - July 2023  JM Financial Limited – Research Analyst – Equity – June 2018 – February 2022  SBI Capital Markets Limited - Associate at PASF Investment Banking Group - March 2017 - June 2018  Ambit Capital Pvt. Ltd - Research Analyst -

Name	Designation	Age/ Qualification	Total no. of years of experience	Nature of past experience including assignments held during the last 10 years
				Equity - January 2016 - February 2017
Mr. Mitul Doshi	Dealer and Fund Manager – Equity	Age: 41 years Qualification: Diploma in Electronics & Communication	21 years	MMIMPL – Fund Manager & Dealer – Equity – May 2, 2025 – Until date  MMIMPL - Equity Dealer - May 2, 2023 – May 1, 2025  Edelweiss Asset Management Ltd. - Manager- Equity Trader - September 18, 2018 - April 27, 2023  Way2wealth Brokers Pvt Ltd - Manager- Institutional Sales Trader - December 10, 2010 - September 7, 2018
Mr. Nihar Desai	Dealer – Fixed Income	Age: 36 years Qualification: MMS in Finance & B.B.I	11 years	MMIMPL - Fixed Income Dealer -May 2, 2023 - until date  LKP Securities Ltd - Fixed Income Dealer - November 2016 - April 2023  Almondz Global securities Ltd - Assistant Manager - Fixed Income - March 2013 - October 2016

Presently, the AMC has Eleven Fund Managers\*, six Equity Research Analysts, one Fixed Income Credit Analyst and two Dealers. All the Key Personnel/Investment Team are based at the Corporate Office of the AMC in Mumbai.

\* Includes Fund Managers who are also designated as Research Analyst and/or Dealer.

#### **Procedure and Recording of Investment Decisions**

All investment decisions, relating to the schemes, will be undertaken by the AMC in accordance with the Regulations, the investment objectives specified in the SID and the Investment Policy of the AMC. All investment making decisions taken by the AMC in relation to the corpus of the schemes will be recorded.

A detailed report will be made before taking any decision to invest in a company/issuer for the first time. Individual scrip wise reasons will be recorded by the fund manager at the time of placing individual orders.

Performance of the schemes will be periodically tabled before the boards of the AMC and the Trustee respectively. Performance of the schemes vis-à-vis their respective benchmark indices will be periodically monitored by the Boards of the Trustee and the AMC. Further, the Boards of the Trustee and the AMC will also review the performance of the schemes in the light of performance of the mutual fund industry.

The AMC has constituted an investment committee comprising of the Chief Executive Officer (CEO), Chief Investment Officer – Equity (CIO – Equity), Chief Investment Officer – (CIO -Fixed Income), Fund Manager(s) (Equity and Fixed Income), Head – Equity Research (if appointed), Head – Compliance and Chief Risk Officer. The Committee would lay down the broad investment policy for the schemes, review the policy and to review the portfolio and performance of the schemes periodically. However, the day-to-day investment management decision will solely be of the fund manager of the respective schemes.

All investment decisions shall be recorded in terms of clause 12.23 of SEBI Master Circular no. SEBI/HO/IMD/IMD-PoD-1/P/CIR/2024/90 dated June 27, 2024 (“SEBI Master Circular” or “Master Circular”). The Managing Director and Chief Executive Officer of the AMC shall inter-alia ensure that the investments made by the fund managers are in the interest of the Unit holders. The Fund Manager shall ensure that the funds of the scheme(s) are invested in line with the investment objective of the scheme(s) and in the interest of the Unit holders.

### **III. SERVICE PROVIDERS**

#### **1. Custodian**

##### **Deutsche Bank AG**

Address: Deutsche Bank House, Hazarimal Somani Marg, Fort, Mumbai – 400 001

SEBI Registration No.: IN/CUS/003

#### **2. Registrar and Transfer agent**

##### **Computer Age Management Services Limited**

Address: 'C' Block, 2<sup>nd</sup> Floor, Hanudev Info Park P Ltd, Sf No 558/2, Udayampalayam Road, Nava India, Coimbatore – 641028.

SEBI Registration No.: INR000002813

The Board of the Trustees and the AMC have ensured that the Registrar has adequate capacity to discharge responsibilities with regard to processing of applications within the time limit prescribed in the Regulations and also has sufficient capacity to handle investor complaints.

#### **3. Statutory auditor**

##### **S.R. Batliboi & Co. LLP**

Address: 14<sup>th</sup> Floor, The Ruby, 29 Senapati Bapat Marg, Dadar (West) Mumbai 400028

#### **4. Legal counsel**

There are no retained legal counsels to the Mutual Fund or AMC. The AMC uses the services of renowned legal counsel, if need arises.

#### **5. Fund Accountant**

##### **Deutsche Bank AG**

Address: Deutsche Bank House, Hazarimal Somani Marg, Fort, Mumbai – 400 001.

#### **6. Collecting Bankers**

HDFC Bank Limited and / or such other banks registered with SEBI may be appointed as the collecting banker(s)/paying banker(s) under the schemes on such terms and conditions as may be decided by the AMC from time to time. The name(s) of collecting bankers, if appointed, during the NFO will be disclosed in the SID of new scheme as and when launched.

##### **HDFC Bank Limited**

Registered Address: HDFC Bank House, Senapati Bapat Marg, Lower Parel(W), Mumbai - 400 013  
SEBI Registration No. – INBI 00000063

#### IV. CONDENSED FINANCIAL INFORMATION (CFI)

Given below are the condensed financial information (CFI) for the schemes launched by the Fund during last three fiscal years (excluding redeemed schemes):

HISTORICAL PER UNIT STATISTICS		SCHEME NAME					
		Mahindra Manulife Small Cap Fund					
Date of inception^		12-Dec-22					
Period		12-Dec-22 to 31-Mar-23		01-April-23 to 31-Mar-24		01-April-24 to 31-Mar-25	
Plans		Regular	Direct	Regular	Direct	Regular	Direct
NAV at the beginning of the year (as on April 1)	Growth	N.A	N.A	9.8063	9.8063	16.6094	17.0005
	IDCW	N.A	N.A	9.8650	9.8650	16.6094	17.0005
IDCW#	IDCW	N.A.	N.A.	N.A.	N.A.	N.A.	N.A.
NAV at the end of the year (as on March 31)	Growth	9.8063	9.8063	16.2606	16.6427	17.1312	17.7953
	IDCW	9.8650	9.8650	16.2606	16.6427	17.1312	17.7952
Annualised return of the scheme <sup>##</sup>	(%)	-1.94	-1.35	65.84	68.7	5.34	6.93
Scheme Benchmark Returns	(%)	-8.96		59.31		5.04	
Name of Scheme Benchmark		BSE 250 Small Cap TRI					
Additional Benchmark Returns	(%)	-6.06		30.27		6.65	
Name of Additional Benchmark	(%)	Nifty 50 TRI					
INR Returns on investment of Rs. 10,000 @							
Scheme / Plan	(in Rs.)	9,806	9,865	16,584	16,870	10,534	10,693
Scheme Benchmark	(in Rs.)	9,140		15,931		10,504	
Additional Benchmark	(in Rs.)	9,394		13,008		10,665	
Net Assets end of period	(Rs. Crs.)	573.55	17.38	2011.21	1545.85	2890.22	573.51
Ratio of Recurring Expenses to average daily net assets^^ (Annualized)	(%)	2.39%		1.33%		1.82%	
HISTORICAL PER UNIT STATISTICS		SCHEME NAME					
		Mahindra Manulife Business Cycle Fund**					
Date of inception^		11-Sept-23					

Period		11-Sept-23 to 31-Mar-24		01-April-24 to 31-Mar-25	
Plans		Regular	Direct	Regular	Direct
NAV at the beginning of the year (as on April 1)	Growth	N.A	N.A	12.8209	12.9562
	IDCW	N.A	N.A	12.8209	12.9562
IDCW#	IDCW	N.A.	N.A.	1.00	1.00
NAV at the end of the year (as on March 31)	Growth	12.6030	12.7355	13.4195	13.7928
	IDCW	12.6030	12.7355	12.3678	12.7398
Annualised return of the scheme <sup>##</sup>	(%)	26.05	27.36	4.67	6.46
Scheme Benchmark Returns	(%)	15.11		6.37	
Name of Scheme Benchmark		Nifty 500 TRI			
Additional Benchmark Returns	(%)	12.05%		6.65%	
Name of Additional Benchmark	(%)	Nifty 50 TRI			
<b>INR Returns on investment of Rs. 10,000 @</b>					
Scheme / Plan	(in Rs.)	12,605	12,736	10,467	10,646
Scheme Benchmark	(in Rs.)	11,511		10,637	
Additional Benchmark	(in Rs.)	11,205		10,665	
Net Assets end of period	(Rs. Crs.)	708.69	25.08	1087.91	40.61
Ratio of Recurring Expenses to average daily net assets <sup>^^</sup> (Annualized)	(%)	2.24%		2.15%	
<b>HISTORICAL PER UNIT STATISTICS</b>		<b>SCHEME NAME</b>			
		<b>Mahindra Manulife Multi Asset Allocation Fund</b>			
Date of inception <sup>^</sup>		13-Mar-24			
Period		13-Mar-24 to 31-Mar-24		01-April-24 to 31-Mar-25	
Plans		Regular	Direct	Regular	Direct
NAV at the beginning of the year (as on April 1)	Growth	N.A	N.A	10.1729	10.1821
	IDCW	N.A	N.A	10.1729	10.1821
IDCW#	IDCW	N.A.	N.A.	0.25	0.25
NAV at the end of the year (as on March 31)	Growth	10.1170	10.1257	11.2297	11.4239
	IDCW	10.1170	10.1257	10.9709	11.165
Annualised return of the scheme <sup>##</sup>	(%)	1.16	1.24	11.00	12.84

HISTORICAL PER UNIT STATISTICS		SCHEME NAME						
		Mahindra Manulife Small Cap Fund						
Date of inception^		12-Dec-22						
Period		12-Dec-22 to 31-Mar-23		01-April-23 to 31-Mar-24		01-April-24 to 31-Mar-25		
Plans		Regular		Direct	Regular	Direct	Regular	Direct
Scheme Benchmark Returns	(%)	1.93		11.60				
Name of Scheme Benchmark		45% NIFTY 500 TRI Index + 40% CRISIL Composite Bond Index + 10% Domestic Price of Physical Gold + 5% Domestic Price of Silver						
Additional Benchmark Returns	(%)	1.50		6.65				
Name of Additional Benchmark	(%)	Nifty 50 TRI						
INR Returns on investment of Rs. 10,000 @								
Scheme / Plan	(in Rs.)	10,117	10,124		11,100		11,284	
Scheme Benchmark	(in Rs.)	10,193		11,160				
Additional Benchmark	(in Rs.)	10,641.54		10,665				
Net Assets end of period	(Rs. Crs.)	248.29	12.69		546.99		19.12	
Ratio of Recurring Expenses to average daily net assets^^ (Annualized)	(%)	1.98%		2.04%				
HISTORICAL PER UNIT STATISTICS		SCHEME NAME						
		Mahindra Manulife Manufacturing Fund**			Mahindra Manulife Value Fund**			
Date of inception^		24-June-24			03-March-2025			
Period		24-June-24 to 31-Mar-25			03-March-2025 to 31-Mar-25			
Plans		Regular	Direct		Regular		Direct	
NAV at the beginning of the year (as on April 1)	Growth	N.A	N.A		N.A		N.A	
	IDCW	N.A	N.A		N.A		N.A	
IDCW#	IDCW	N.A.	N.A.		N.A.		N.A.	
NAV at the end of the year (as on March 31)	Growth	8.8109	8.9203		10.4924		10.5068	
	IDCW	8.8109	8.9203		10.4924		10.5068	
Annualised return of the scheme^^	(%)	-11.891	-10.797		4.92		5.07	

HISTORICAL PER UNIT STATISTICS			SCHEME NAME					
			Mahindra Manulife Small Cap Fund					
Date of inception^			12-Dec-22					
Period			12-Dec-22 to 31-Mar-23		01-April-23 to 31-Mar-24		01-April-24 to 31-Mar-25	
Plans			Regular	Direct	Regular	Direct	Regular	Direct
Scheme Benchmark Returns		(%)	-5.38			7.26		
Name of Scheme Benchmark			BSE Manufacturing TRI			Nifty 500 TRI		
Additional Benchmark Returns		(%)	0.63			6.33		
Name of Additional Benchmark		(%)	Nifty 50 TRI			Nifty 50 TRI		
INR Returns on investment of Rs. 10,000 @								
Scheme / Plan		(in Rs.)	8,811	8,920	10,492		10,507	
Scheme Benchmark		(in Rs.)	9,462			10,726		
Additional Benchmark		(in Rs.)	10,063			10,633		
Net Assets end of period		(Rs. Crs.)	770.78	35.71	269.29		11.56	
Ratio of Recurring Expenses to average daily net assets^^ (Annualized)		(%)	2.24%			2.33%		

NA – Not Applicable/Not Available

^ Date of inception is deemed to be the date of allotment of respective schemes.

\*\* Scheme/Plans were launched during the financial year, hence there are no NAVs at the beginning of the financial year.

# Income Distribution cum Capital Withdrawal (IDCW) per unit disclosed above is the gross IDCW (inclusive of applicable taxes and statutory levies) for all the record dates during the period.

## Returns calculated for the period less one year is shown are in absolute terms and returns greater than one year are compounded annualized (CAGR). Returns are calculated for the Growth Options of the respective Scheme(s)/Plan(s) considering the movement of the NAV during the period. Past performance may or may not be sustained in the future.

@ shows the current value of Rs. 10,000/- invested at the beginning of a given period.

^^ Ratio of recurring expenses include management fees, goods & services tax on management fees, other fees.

Note: As March 29, 2025, March 30, 2025, and March 31, 2025, were non business days, the schemes return disclosed above are as on March 28, 2025..



## **V. RISK FACTORS**

### **1. Standard Risk Factors**

#### **a. Standard Risk Factors for investments in Mutual Fund**

- i. Investment in Mutual Fund Units involves investment risks such as trading volumes, settlement risk, liquidity risk, default risk including the possible loss of principal.
- ii. As the price / value / interest rates of the securities in which the Scheme(s) invests fluctuates, the value of your investment in the Scheme(s) may go up or down.
- iii. Past performance of the Sponsors/AMC/Mutual Fund does not guarantee future performance of the Scheme(s).
- iv. The scheme(s) does not in any manner indicate either the quality of the Scheme(s) or its future prospects and returns.
- v. The Sponsors is not responsible or liable for any loss resulting from the operation of the Scheme(s) beyond the initial contribution of Rs. 1 lakh made by it towards setting up the Fund.
- vi. The present scheme(s) is not a guaranteed or assured return scheme(s).

#### **b. Risk factors of not maintaining average AUM of Rs. 20 crore on half yearly rolling basis (Applicable only for open ended debt oriented schemes)**

As per para 6.12 of SEBI Master Circular, in the interest of investors it is important that debt oriented schemes have an adequate corpus to ensure adherence to the investment objectives and compliance with investment restrictions specified under SEBI (MF) Regulations. The Scheme(s) shall maintain an average AUM of Rs. 20 crores on half-yearly rolling basis. In case, the average AUM falls below Rs. 20 crores, the AMC shall scale up the AUM of such Scheme(s) within a period of six months so as to maintain the average AUM of Rs. 20 crore on half-yearly rolling basis, failing which the Scheme(s) shall be wound up in accordance with the provisions of Regulation 39 (2) (c) of SEBI (Mutual Funds) Regulations, 1996 as amended from time to time.

#### **c. Risks associated with different derivative strategies**

Derivative products are specialized instruments that require investment techniques and risk analysis different from those associated with the underlying like stocks and bonds. It not only requires understanding of the underlying stocks and bonds but also of the derivatives as a whole. Derivatives require the ability to assess the risk that a derivative adds to the portfolio and the ability to forecast price or interest rate movements correctly. Other risks include, the risk of mispricing or improper valuation and the inability of derivatives to correlate perfectly with underlying assets, rates and indices.

Derivative products are leveraged instruments and can provide disproportionate gains as well as disproportionate losses to the investor. Execution of such strategies depends upon the ability of the fund manager to identify such opportunities. Identification and execution of the strategies to be pursued by the fund manager involve uncertainty and decision of fund manager may be in the best interest of the investors but not always turn out to be profitable. No assurance can be given that the fund manager will be able to identify or execute such strategies.

The risks associated with the use of derivatives are different from or possibly greater than, the risks associated with investing directly in securities and other traditional investments.

Even a small price movement in the underlying security could have an impact on the value of their derivatives and consequently, on the NAV of the Units of the Scheme(s).

For detailed risk factors relating to use of Derivatives, the investors are advised to refer to Scheme Specific Risk Factors disclosed in SIDs of respective scheme(s) of the Fund.

**d. Other risk factors (viz. Swing pricing, investment in CDMDF, LRM etc.)**

This section must be read in conjunction with the relevant sections/disclosures made in the SID(s) of the respective Scheme(s) of the Fund.

▪ **Risk related to Swing Pricing**

‘Swing pricing’ refers to a process for adjusting a scheme’s NAV to effectively pass on transaction costs stemming from net capital activity to the investors associated with that activity during the life of a scheme, excluding ramp-up period or termination. In a liquidity-challenged environment, quoted bid/ask spreads and overall trading costs can widen and may not be representative of the executed prices that can be achieved in the market. Whenever swing pricing is invoked in accordance with the applicable regulatory requirements, the redeeming investors beyond consideration of Rs. 2 lakhs at PAN level may be subject to NAV adjusted by the swing factor which will be lower than the unswung NAV. Further, the declaration of market dislocation is a scenario that could necessitate significantly quicker action than what may occur under the current architecture. This may lead to further liquidity distress in the market.

▪ **Risk related to Backstop facility in form of investment in Corporate Debt Market Development Fund (‘CDMDF’)**

CDMDF is set up as a scheme of the Trust registered as an Alternative Investment Fund (‘AIF’) in accordance with the SEBI (Alternative Investment Funds) Regulations, 2012 (“AIF Regulations”). The objective of the CDMDF is to help to develop the corporate debt market by providing backstop facility to instill confidence amongst the market participants in the corporate debt/bond market during times of market dislocation and to enhance the secondary market liquidity. In times of market dislocation, CDMDF shall purchase and hold eligible corporate debt securities from the participating investors (i.e., specified debt-oriented MF schemes to begin with) and sell as markets recover. The CDMDF will thus act as a key enabler for facilitating liquidity in the corporate debt market and to respond quickly in times of market dislocation. The trigger and period for which the backstop facility will be open shall be as decided by SEBI. Thus, this backstop facility will help Fund Manager(s) of the Scheme(s) to better generate liquidity during market dislocation to help the Scheme(s) fulfill liquidity obligations under stress situation.

In accordance with the requirement of regulation 43A of SEBI (MF) Regulations read with clause 16A.2 of SEBI Master circular on ‘Investment by Mutual Fund Schemes in units of Corporate Debt Market Development Fund’, the Scheme shall invest 25 bps of its AUM as on December 31, 2022, in the units of the Corporate Debt Market Development Fund (‘CDMDF’). An incremental contribution to CDMDF shall be made every six months to ensure 25 bps of the Scheme(s) AUM is invested in units of CDMDF. However, if AUM decreases, there shall be no return or redemption from CDMDF. Contribution made to CDMDF, including the appreciations on the same, if any, shall be locked-in till winding up of the CDMDF.

## ▪ Risk Management framework to mitigate liquidity risk.

Liquidity is a measure of ease with which an asset can be converted to cash without experiencing material exit barriers or considerable loss of value. Further, Liquidity Risk or mismatch for the fund could be defined as a situation where meeting its financial obligations could be uncertain. The AMC has adopted a comprehensive liquidity risk management framework to mitigate potential mismatches between the fund's assets and liabilities in order to protect the interest of entering, exiting and residual investors of the fund.

Some of the liquidity management tools which also encompass regulatory requirements implemented by the AMC are listed below:

**(a) Liquidity Ratios** – One of the factors determining the liquidity of the fund is the composition of its portfolio in terms of its assets as different types of instruments exhibit different market depths. The AMC ensures that the fund is invested in securities with sufficient liquidity by maintaining prescribed liquidity ratios. The fund size, potential heightened redemptions evolving from historical redemption statistics and concentrations of investors and distributors determine these liquidity ratios thus looking at the asset side liquidity in conjunction with the liability side. The ratios are reset and monitored on a timely basis by the AMC in line with the regulations.

Calculating and monitoring the Liquidity Ratios defines Liquidity Risk arising from the liability side and covers all potential liquidity risk scenarios upto 99% confidence interval. It also has remedial measures both for managing this risk on an ongoing basis (LR-RaR & LR-CRaR) as well as an action plan in case there is a difference between actual outcome and projected outcome. The AMC has deployed remedial courses to address exceptions and a back-testing process to validate and reinforce effectiveness of the ratios.

**(b) Potential Risk Class (PRC) Matrix and Risk-o-meter** – The liquidity of the fund is also impacted by its duration and credit profile. The fund is classified in terms of the PRC matrix and risk-o-meters for the fund and its benchmark. This is done considering the allowable thresholds of interest rate risk and credit risk as per regulations. The PRC matrix and risk-o-meter of the fund are monitored on a timely basis to ensure that the fund is operating within its interest rate and credit risk appetite. Remedial measures to treat exceptions have been put in place by the AMC.

**(c) Stress Testing** – The ability of the fund to generate liquidity is impacted by the dynamic liquidity conditions in the market. Hence it is not prudent to assume that a normal stress-free environment shall always prevail in the market. The AMC monitors the impact of adverse events in terms of interest rate risk, liquidity risk and credit risk on the NAV of the fund. The portfolio of the fund is subjected to stress defined by the above and the impact on the fund NAV is compared against dynamic thresholds on a timely basis. Deviations if any are addressed according to the regulations to ensure the portfolio is sufficiently prepared to better handle such unprecedented shocks.

**(d) Bucketing of Assets and Liabilities** – Liquidity of the fund is subject to test if there is a mismatch between the residual maturity of its assets and the redemptions faced by the fund. Therefore, the assets of the fund are segregated into maturity buckets and compared against the thresholds determined in accordance with maximum drawdown experienced by the fund.

**(e) Concentration Monitoring** – Higher concentration of investors or distributors in a fund could culminate into sizable redemptions which may be difficult to manage if the fund portfolio is not prepared.

The AMC monitors the concentration at investor and distributor level and its trend over a period of time to detect potential concerns of large redemptions.

**(f) Swing Pricing** – Since the nature of the market is dynamic and sensitive to macroeconomics there could be phases of extreme liquidity stress in the market. In such situations the bid-ask spreads of any of the assets could widen beyond expectations which may impact the indicative prices in the market. In such scenarios subject to the applicable regulatory requirements, swing pricing framework could be invoked to adjust the NAVs of the Scheme(s) for fair treatment to all investors of the Scheme(s).

With all the above-mentioned tools and processes in place which aim to protect the interest of the investors of the fund, the AMC has incorporated a robust liquidity risk management framework.

#### ▪ **Risks associated with segregated portfolio**

The unitholders may note that no redemption and subscription shall be allowed in segregated portfolio. However, in order to facilitate exit to unitholders in segregated portfolio, the AMC shall enable listing of units of segregated portfolio on the recognized stock exchange. The risks associated in regard to the segregated portfolio are as follows:

- The investors holding units of the segregated portfolio may not be able to liquidate their holdings till the time of recovery of money from the issuer.
- The security comprising the segregated portfolio may not realize any value.
- Listing of units of the segregated portfolio on a recognized stock exchange does not necessarily guarantee their liquidity. There may not be active trading of units of the segregated portfolio on the stock exchange.
- The trading price of units on the stock exchange may be significantly lower than the prevailing Net Assets Value (NAV) of the segregated portfolio.

#### ▪ **Risk associated with Securities Lending**

As with other modes of extensions of credit, there are risks inherent to securities lending. During the period when the security is lent, the Scheme(s) may not be able to sell such security and in turn cannot protect from the falling market price of the said security. Under the current securities lending and borrowing mechanism, the Scheme(s) can call back the securities lent any time before the maturity date of securities lending contract. However, this will be again the function of liquidity in the market and if there are no lenders in the specified security, the Scheme(s) may not be able to call back the security and in the process, the Scheme(s) will be exposed to price volatility. Moreover, the fees paid for calling back the security may be more than the lending fees earned by Scheme(s) at the time of lending the said security and this could result in loss to the Scheme.

## **2. Requirement Of Minimum Unitholders in the Scheme**

**For Open Ended Scheme(s):** The Scheme shall have a minimum of 20 Unitholders and no single Unitholder shall account for more than 25% of the corpus of the Scheme. However, if such limit is breached during the NFO of the Scheme, the Fund will endeavor to ensure that within a period of three months or the end of the succeeding calendar quarter from the close of the NFO of the Scheme, whichever is earlier, the Scheme complies with these two conditions. In case the Scheme does not have a minimum of 20 Unitholders in the stipulated period, the provisions of Regulation 39(2)(c) of the SEBI (MF)

Regulations would become applicable automatically without any reference from SEBI and accordingly the Scheme shall be wound up and the units would be redeemed at Applicable NAV. The aforesaid conditions should be complied with in each subsequent calendar quarter on an average basis. In case the Scheme does not have a minimum of 20 Unitholders on an ongoing basis for each calendar quarter, the provisions of Regulation 39(2)(c) of the SEBI (MF) Regulations would become applicable automatically without any reference from SEBI and accordingly the Scheme shall be wound up and the units would be redeemed at Applicable NAV. If there is a breach of the 25% limit by any Unitholder over the quarter, a rebalancing period of one month would be allowed and thereafter the Unitholder who is in breach of the rule shall be given 15 days notice to redeem his exposure over the 25 % limit. Failure on the part of the said Unitholder to redeem his exposure over the 25 % limit within the aforesaid 15 days would lead to automatic Redemption by the Mutual Fund on the Applicable NAV on the 15<sup>th</sup> day of the notice period. The Fund shall adhere to the requirements prescribed by SEBI from time to time in this regard.

### **3. Special Considerations**

- The Sponsors is not responsible for any loss resulting from the operation of the Scheme beyond the initial contribution of an amount of Rs.1,00,000 (Rupees One Lakh) collectively made by them towards setting up the Mutual Fund or such other accretions and additions to the initial corpus set up by the Sponsors.
- Prospective investors should study the SID(s) of the schemes of the fund and SAI carefully in its entirety and should not construe the contents hereof as advise relating to legal, taxation, financial, investment or any other matters and are advised to consult their legal, tax, financial and other professional advisors to determine possible legal, tax, financial or other considerations of subscribing to or redeeming units, before making a decision to invest / redeem / hold Units.
- The AMC, Trustee or the Mutual Fund have not authorized any person to issue any advertisement or to give any information or to make any representations, either oral or written, other than that contained in the SID(s) or the SAI or as provided by the AMC in connection with this offering. Prospective Investors are advised not to rely upon any information or representation not incorporated in the SID(s) or SAI or as provided by the AMC as having been authorized by the Mutual Fund, the AMC or the Trustee.
- The AMC will provide non-binding investment advisory services to such clients/categories of investors as permitted under Regulation 24(b) of SEBI (MF) Regulations, as amended from time to time and as specified by SEBI. SEBI has vide its email dated May 15, 2020, accorded it's no objection to the AMC for providing non-binding investment advisory services under Regulation 24(b) of the Regulations. The AMC has proper systems and controls in place to ensure that (a) there is no material conflict of interest between the activities of managing the schemes of the Fund and other activities of the AMC; (b) interest of the unit holders of the schemes of the Fund are protected at all times; In case of an unavoidable conflict of interest situation, the AMC shall make appropriate disclosures in an appropriate manner, which shall include the source of conflict, potential 'material risk or damage' to the Fund's investors' interests and detailed parameters of the same.
- Neither the SID(s) or SAI nor the Mutual Fund has been registered in any jurisdiction outside India. The distribution of the SID(s) of the scheme(s) of the Fund in certain jurisdictions may be restricted or totally prohibited and accordingly, persons who come into possession of the SID of the scheme(s) of the Fund are required to inform themselves about, and to observe, any such restrictions and or legal compliance requirements. No persons receiving a copy of the SID or Key Information Document ("KIM") of the scheme(s) of the Fund and any accompanying application form in such jurisdiction may treat the SID(s) of the scheme(s)

of the Fund or such application form as constituting an invitation to them to subscribe for Units, nor should they in any event use any such application form, unless such an invitation could lawfully be made to them in the relevant jurisdiction and such application form could lawfully be used without compliance of any registration or other legal requirements.

- Redemption due to change in the fundamental attributes of the Scheme(s) or due to any other reasons may entail tax consequences. The Trustee, AMC, Mutual Fund, their directors or their employees shall not be liable for any such tax consequences that may arise due to such Redemptions.
- The tax benefits described in the SID(s) of the scheme(s) and SAI are as available under the present taxation laws and are available subject to relevant conditions. The Unitholders/ investors should be aware that the relevant fiscal rules or their interpretation may change. As is the case with any investment, there can be no guarantee that the tax position or the proposed tax position prevailing at the time of an investment in the Scheme will endure indefinitely. In view of the individual nature of tax consequences, each Unitholder / investor is advised to consult his / her own professional tax advisor.
- In the event of substantial investments made by the AMC or the Sponsors or its Shareholders or their associates or group companies, either directly or indirectly in the Scheme, Redemption of units by these entities may have an adverse impact on the performance of the Scheme. This may also affect the ability of the other Unitholders/ investors to redeem their units.
- Pursuant to the provisions of Prevention of Money Laundering Act, 2002, if after due diligence, the AMC believes that any transaction is suspicious in nature as regards money laundering, on failure to provide required documentation, information, etc. by the Unitholder/ investor, the AMC shall have absolute discretion to report such suspicious transactions to FIU-IND and / or to freeze the folios of the Unitholder/ investor(s), reject any application(s) / redemptions / allotment of units and effect mandatory redemption of unit holdings of the investor(s) at the applicable NAV subject to payment of exit load, if any.
- The Mutual Fund may disclose details of the investor 's/ Unitholder's account and transactions there under to those intermediaries whose stamp appears on the application form or who have been designated as such by the investor. In addition, the Mutual Fund may disclose such details to the bankers, as may be necessary for the purpose of effecting payments to the Unitholder. The Fund may also disclose such details to regulatory and statutory authorities/bodies as may be required or necessary.

## VI. HOW TO APPLY?

This section must be read in conjunction with the section II of the SID(s) of the respective Scheme(s) of the Fund:

1. New investors can purchase units of the respective Scheme(s)/ Plans by using an application form, whereas, existing Unit holders may use transaction slip or application form. Application forms or transaction slips will be available at the Investor Service Centres (ISCs)/ Official Points of Acceptance of transactions during business hours on business days. The same can also be downloaded from the website of the Mutual Fund viz. [www.mahindramanulife.com](http://www.mahindramanulife.com) For details on updated list of ISCs / Official Points of Acceptance investors may log on to 'Contact Us' section on our website [www.mahindramanulife.com](http://www.mahindramanulife.com).
2. Applications must be completed in Block Letters in English.
3. Signatures should be in English or in any Indian Language. In case of joint holdings, all joint holders are required to sign. Applications on behalf of minors should be signed by their Guardian. In case of a HUF, the Karta should sign the application form on behalf of the HUF. Investor who wish to transact using a thumb impression need to provide a notarized document/copy of thumb impression.

For investments through Constituted Attorney, the Power of Attorney must be signed by the Applicant and Constituted Attorney. The signature in the Application Form needs to clearly indicate that the signature is on behalf of the applicant by the Constituted Attorney. The copy of the Power of Attorney has to be notarized and provided along with the application.

4. The duly completed application form/transaction slip as the case maybe, can be submitted at the designated ISCs / official points of acceptance. The personnel at the official point of acceptance of transaction will time stamp, and return the acknowledgement slip in the application form. The application shall be subject to verification.
5. Investors are required to ensure that Employee Unique Identification Number (EUID) is correctly filled up in the application form for investments routed through the distributor (ARN holder). EUID, particularly in advisory transactions, would assist in addressing any instance of mis-selling even if the employee/relationship manager/ sales person later leaves the employment of the distributor. In case, the distributor has not given any advice to investor pertaining to the investment made, the EUID box may be left blank wherein the investor will be required to provide a duly signed declaration to this effect, as given in the application form.

**SEBI has made it compulsory for every employee/ relationship manager/ sales person of the distributor of mutual fund products to obtain EUID from AMFI.**

6. Investors may undertake transactions viz. purchase / redemption / switch through the online/electronic modes/ sources as communicated by the AMC from time to time and may also submit transactions in electronic mode offered by specified banks, financial institutions, distributors etc., with whom AMC has entered or may enter into specific arrangements including through secured internet sites operated by CAMS. Accordingly, the servers (maintained at various locations) of the AMC and CAMS will be the official point of acceptance for all such online / electronic transaction facilities offered by the AMC and the server time will be taken as electronic time stamping for the purpose of determining NAV applicability. For the purpose of determining the applicability of

NAV, time of transaction would be the time when request for purchase / sale / switch of units is received in the servers of AMC/ RTA.

7. Investors transacting through NSE NMF II/ BSE StAR MF Platform under the electronic order collection system for schemes which are unlisted and Stock Exchange(s) for the listed schemes will have to comply with norms/ rules as prescribed by Stock Exchange(s).

#### **8. Two Factor Authentication for transactions in units of Mutual Funds:**

As per clause 16.5.1.4 of the SEBI Master Circular, Two Factor Authentication for subscription & redemption in units of Mutual Funds has been implemented for online transactions, to safeguard the interests of unitholders.

For offline transactions submitted by Unitholders, signature method will be followed to authenticate transactions. Following Two-Factor Authentication procedure shall be followed for online transactions received from Unitholders through various electronic platforms:

- For non-demat transactions submitted directly to the AMC/RTA- in electronic mode, the Two-factor Authentication shall be undertaken by sending One-Time Password to the unitholder at his/her email/phone number registered with the AMC.
  - For non-demat transactions submitted on other electronic platforms (including but not limited to MF Utility, MF Central, Stock Exchange Platforms, RTA Platform) provided by various intermediaries. Two-factor Authentication shall be undertaken by sending One-Time Password to the unitholder at his/her email/phone number registered with the AMC / RTA.
  - The RTA shall reject financial transactions if the contact details provided by the platforms do not match with the registered contact details in the investor folio of the AMC.
  - For demat transactions – Process of authentication as laid down by the Depositories shall be followed.
  - In case of systematic transactions, the requirement of Two-Factor Authentication shall be applicable only at the time of registration of systematic transactions request.
  - Redemption triggered by the AMC (on account of maturity, scheme merger, winding up of a scheme) will not require Two-factor Authentication.
9. In respect of New Fund Offer (NFO) of schemes/plan(s) an investor can subscribe to the NFO through Applications Supported by Blocked Amount (ASBA) facility by applying for the Units offered under the Option(s)/Plan(s) of the Scheme(s) in the ASBA Application Form and following the procedure as prescribed in the form. For details please refer to the Section “Applications Supported by Blocked Amount (ASBA) facility”.
  10. All cheques and bank drafts should be drawn in favour of respective Scheme(s) A/c Permanent Account Number or Investor Name e.g. “Mahindra Manulife Liquid Fund A/c PAN” or “Mahindra Manulife Liquid Fund A/c Investor Name” and crossed “A/c Payee only”. A separate cheque or bank draft must accompany each application/ each scheme/plan.

Returned cheque(s) are liable not to be presented again for collection, and the accompanying Application Form is liable to be rejected. In case the returned cheque(s) are presented again, the necessary charges are liable to be debited to the Investor

11. In order to protect the interest of Investors from fraudulent encashment of cheques, the current SEBI (MF) Regulations, has made it mandatory for Investors to mention in their Application / Redemption request, their bank name and account number.



12. In order to comply with AMFI best practice guidelines on ‘risk mitigation process against third party instruments and other payment modes for mutual fund subscriptions’ issued from time to time and also to enhance compliance with Know Your Customer (KYC) norms under the Prevention of Money Laundering Act, 2002 (PMLA), the acceptance of Third Party Payments is restricted. For details, please refer to the Section “Restriction on Acceptance of Third Party Payment Instruments for Subscription of Units”.

13. Investors should note that it is mandatory for all applicants (in the case of application in joint names, each of the applicants) to mention his/her Permanent Account Number (PAN)/PAN Exempt KYC Reference Number (PEKRN) irrespective of the amount of purchase\* in the Application Form. Where the applicant is a minor, and does not possess his / her own PAN/PEKRN, he / she shall quote the PAN/PEKRN of his/her father or mother or the guardian as the case may be. For details, please refer to the Section “Permanent Account Number”.

\*includes fresh/additional purchase, switch, Systematic Investment/Transfer and IDCW Reinvestment / IDCW Transfer.

14. Investors should note that it is mandatory for all unit holders, including all joint holders and the guardian in case of folio of a minor investor, to have a valid KYC Compliance Status for carrying out all types of Financial and certain type of Non-Financial transactions (for ex. Updation of Bank details, Nomination details etc.) For details, please refer sections ‘How to apply for KYC/CKYC’ and ‘Who are required to be KYC/CKYC compliant’.

15. Applicants must satisfy the minimum Application Amount requirements mentioned in the SIDs of the respective scheme(s) of the Fund.

16. In case of non-individual applicants/investors, it will be mandatory to provide the details on ‘Ultimate Beneficial Owner(s) (UBO(s))’ by filling up the declaration form for ‘Ultimate Beneficial Ownership’. Please contact the nearest Investor Service Centre (ISC) of the Fund or visit our website [www.mahindramanulife.com](http://www.mahindramanulife.com) for the Declaration Form. For more details, please refer paragraph “Ultimate Beneficial Owner(s) (UBO(s))” appearing in this document.

17. Applications not completed in any respect are liable to be rejected.

18. Any decision of the AMC about the eligibility or otherwise of a person to transact in the schemes of Mahindra Manulife Mutual Fund shall be final and binding on the applicant.

## 19. MODE OF PAYMENT

### ❖ Resident Investors

- i. Payment may be made by cheque or bank draft drawn on any bank, which is situated at and is a member of the Bankers’ Clearing House, located at the place where the application is submitted. No money orders, postdated cheques and postal orders will be accepted.
- ii. Outstation cheques will not be accepted and applications accompanied by Non-CTS cheques shall be liable for rejection. Bank charges for outstation demand drafts will be borne by the AMC and will be limited to the bank charges stipulated by the State Bank of India. Outstation Demand Draft has been defined as a demand draft issued by a bank where there is no ISC / CAMS Service Centre available for Investors. The AMC will not accept any request for refund of demand draft charges, in such cases.

#### ❖ NRI, PIO, Fis, OCIs, FPIs Repatriation Basis

**Repatriation Basis:** In the case of NRIs/PIOs/OCIs, payment may be made either by inward remittance through normal banking channels or out of funds held in his Non – Resident (External) Rupee Account (NRE) / Foreign Currency (Non-Resident) Account (FCNR) and other similar accounts as permitted by RBI from time to time. In case Indian rupee drafts are purchased abroad or from Foreign Currency Accounts or Non-resident Rupee Accounts, an account debit certificate from the Bank issuing the draft confirming the debit shall also be enclosed. FPIs shall pay their subscription either by inward remittance through normal banking channels or out of funds held in Foreign Currency Account or Special Non-Resident Rupee Account maintained by the FPI with a designated branch of an Authorized dealer.

**Non-repatriation Basis:** In the case of NRIs/PIOs/OCIs, payment may be made either by inward remittance through normal banking channels or out of funds held in his Non-Resident Ordinary Rupee Account (NRO) and other similar accounts as permitted by RBI from time to time.

NRI/PIOs/OCIs/ FPIs may also be requested to furnish such other documents as may be necessary and as desired by the AMC/Mutual Fund/Registrar, in connection with the investment in the scheme(s) of the Fund.

Note: Each Investor is advised to consult his or her own legal advisors/authorized dealers to understand any legal implications and other implications arising out of his or her participation in the schemes. The Fund / the AMC / the Trustee shall not be liable for any loss / legal implications on account of such transactions.

#### ❖ Subscriptions through RTGS/ NEFT/UPI

Subscription through RTGS/NEFT/UPI can be done ONLY into the account(s) maintained with such banks as specified from time to time. Please contact the nearest ISC for bank details. The investor has to place a RTGS / NEFT/ UPI request with his bank from where the funds are to be paid and submit the bank acknowledged copy of request letter with the application form and mention on the application form the UTR (Unique Transaction Reference) Number/ Reference Number, which is generated for their request by the bank. RTGS/NEFT/UPI request is subject to the RBI regulations and guidelines governing the same. The AMC/Fund shall not be liable for any loss arising or resulting from delay in credit of funds in the Fund/Scheme collection account.

#### ❖ Multiple Scheme Investments through Single Payment Instrument

Where the investor is desirous of investing in multiple schemes of the Fund within the same folio through a single payment instruction / instrument, the payment instruction/instrument must be drawn in favour of the “Mahindra Manulife MF Multiple Schemes A/c” followed by Name / PAN of the primary holder and crossed “Account Payee only”. Upon credit receipt, the funds will be moved into the respective scheme account, basis the amount of subscription mentioned against each scheme in the application form. This facility shall not be available for the applications to be made during the New Fund Offer period(s).

Kindly note, if the total amount of investments mentioned on the application form is different from the amount mentioned on the accompanying Cheque / DD / payment instruction, then the application is liable to be rejected. Investments will be accepted subject to minimum investment criteria applicable for each scheme opted for investment. Even if one of the schemes specified for investment does not satisfy the minimum investment criteria, the application will be liable to be rejected for all the schemes.

For detailed terms and conditions, the investors are requested to refer the Common Application Form available at the ISCs of the AMC and Computer Age Management Services Limited or may also visit [www.mahindramanulife.com](http://www.mahindramanulife.com).

#### ❖ Cash Investments in Mutual Funds

In order to help enhance the reach of mutual fund products amongst small investors, who may not be tax payers and may not have PAN/bank accounts, such as farmers, small traders/businessmen/workers, SEBI has permitted receipt of cash transactions for fresh purchases/ additional purchases to the extent of Rs.50,000/- per investor, per mutual fund, per financial year shall be allowed subject to:

- i. compliance with Prevention of Money Laundering Act, 2002 and Rules framed there under; the SEBI Circular(s) on Anti Money Laundering (AML) and other applicable Anti Money Laundering Rules, Regulations and Guidelines; and
- ii. sufficient systems and procedures in place.

However, payment towards redemptions, IDCW, etc. with respect to aforementioned investments shall be paid only through banking channel.

The Fund/ AMC is currently in the process of setting up appropriate systems and procedures for the said purpose. Appropriate notice shall be displayed on its website viz. as well as at the Investor Service Centres, once the facility is made available to the investors.

Note: For transactions via online platforms using various electronic modes of payment, please refer point 22 of this section i.e. “Additional facilities for transaction of Units”.

## **20. Foreign Portfolio Investors (FPIs)**

SEBI vide Notification No. SEBI/LAD-NRO/GN/2019/36 dated September 23, 2019 has notified SEBI (Foreign Portfolio Investors) Regulations, 2019 (“the Regulations”). The FPI is required to obtain certificate of registration from the Designated Depository Participant (‘DDPs’) instead of SEBI. The registration granted to FPIs by the DDPs shall be permanent unless suspended or cancelled by SEBI or surrendered by the FPIs. The intermediaries are advised vide SEBI circular no. CIR/MIRSD/07/2013 dated September 12, 2013 read with the guidance on KYC requirements issued by SEBI to follow a risk based approach towards KYC requirements for FPIs by classifying them into Category I, II and III. Further, SEBI vide circular dated April 10, 2018 read with circular(s) dated September 21, 2018 reviewed, the requirements for Identification and verification of Beneficial Owners and the KYC requirements for FPIs wherein FPIs are requested to comply with the same.

### **Investment Route:**

RBI vide its Notification No. FEMA. 297/2014-RB dated March 13, 2014 and A.P. (DIR Series) Circular No.112 dated March 25, 2014 has amended the Foreign Exchange Management (Transfer or Issue of Security by a Person Resident outside India) Regulations, 2000 by putting in place a framework for investments under a new scheme called ‘Foreign Portfolio Investment’ scheme.

The Department of Revenue vide its publication in Official Gazette dated January 22, 2014 specified FPIs registered under the Regulations as FII for the purposes of Income Tax Act.

## 21. Additional facilities for transaction of Units:

- i. Transactions through Channel Distributors and SEBI Registered Investment Advisors (RIA's): Investors shall enter into an agreement with certain distributors and SEBI Registered Investment Advisors (with whom AMC also has a tie up) referred to as "Channel Distributors" and RIAs respectively, who provide the facility to investors to transact in units of mutual funds through various modes such as their website / other electronic means or through Power of Attorney in favour of the Channel Distributor/RIA, as the case may be. Under such arrangement, the Channel Distributors/RIA will aggregate the details of transactions (viz. subscriptions/redemptions/switches) of their various investors and forward the same electronically to the AMC / RTA for processing on daily basis as per the cut-off timings applicable to the relevant schemes. Applicable NAV for such transactions will be determined basis time of receipt of applications at AMC/RTA from respective Channel Distributors and time of credit of funds for subscription in the collection account of the fund. Investors may note that the Channel Distributors may have an earlier cut-off time for submission of transactions to AMC/RTA.
- ii. Subscription of Units through Electronic Mode: Subject to an investor fulfilling applicable terms and conditions as may be stipulated by the AMC from time to time, the AMC/ Mutual Fund/ Registrar/ or any other agent or representative of the AMC/ Mutual Fund/ Registrar ("Recipient") may accept instructions/ transaction requests transmitted through fax /web / any other electronic mode as may be permitted by the AMC from time to time (hereinafter referred to as "electronic transactions") by such investor (hereinafter referred to as "transmitter").
- iii. Facility to purchase / switch/ redeem units of the Scheme(s) through Stock Exchange(s): Existing/ New Investors may transact units of the Scheme(s)/ Plan(s) through the Stock Exchange infrastructure. Investors have an option to hold the units in physical or dematerialized form. In order to facilitate transactions in mutual fund units through the stock exchange infrastructure, BSE has introduced BSE StAR MF Platform and NSE has introduced NMF II. All trading members of BSE & NSE who are registered with AMFI as Mutual Fund Distributors OR SEBI-Registered Investment Advisors (RIAs)/ SEBI-Registered Portfolio Managers and who have signed up with Mahindra Manulife Investment Management Private Limited and registered with BSE & NSE as Participants ("AMFI certified stock exchange brokers" or "Brokers") are eligible to offer this facility to investors.

Additionally, the units of the specified Schemes / plan / options are permitted to be transacted through Clearing Members of the registered Stock Exchanges. Further, the Depository Participants of registered Depositories are permitted to process only redemption request of units held in demat form.

The eligible AMFI certified stock exchange Brokers/Clearing Members/Depository Participants who have complied with the conditions stipulated in clause 16.2 of SEBI Master Circular, brokers viz. AMFI / NISM certification, code of conduct prescribed by SEBI for Intermediaries of Mutual Fund will be considered as Official Points of Acceptance (OPA) of the Mutual Fund. Distributors registered with AMFI and permitted by the concerned recognized stock exchanges shall be eligible to use recognized stock exchanges' infrastructure to purchase and redeem mutual fund units (Demat / Non Demat) on behalf of their clients, directly from Mutual Fund. Further, it is hereby clarified that the stockbrokers advising on Direct Plan with Stock broker code, must place the mutual fund trades only via Stock Exchange Infrastructure.

The investors are allowed to directly access infrastructure of recognized stock exchange to purchase and redeem mutual fund units from Mutual Fund/ Asset Management Companies. The KYC compliant investors can register themselves on stock exchange by providing their PAN and creating their profile on the platform. The stock exchange will allot the identification number upon receipt of signed and scanned registration form. Further upon receipt of authorisation by the stock exchange platform the investor can commence the transaction.

The facility to transact units through the stock exchange infrastructure shall be in accordance with guidelines issued by SEBI and operating guidelines issued by the respective Stock Exchanges and the Depositories from time to time.

Please contact any of the Investor Service Centers of the Mutual Fund to understand the detailed process of transacting through this facility.

iv. Transactions through Online Transaction Facility:

An online transaction facility (“the Facility”) is available on the Fund’s website [www.mahindramanulife.com](http://www.mahindramanulife.com). Pursuant to the Facility, all the existing/prospective investors of the Fund shall be able to execute transactions online which shall include purchase, redemption, switch transactions and such other facilities as may be introduced by the Fund from time to time. Investors / unitholders will also be able to view their account details and portfolio valuation online, download account statements, besides other options. The investors / unitholders may kindly note that the purchase/subscription facility will be available with select banks, the list of which will be available on the Online portal of the Fund.

Further, the investors / unitholders are also requested to note that the transactions submitted using the Facility will be accepted / executed in accordance with and subject to the terms as contained in the SAI, SID and KIM of the respective scheme(s) and the terms and conditions of the Facility. The uniform cut-off time as prescribed under SEBI (MF) Regulations and as mentioned in the SID(s) / KIM(s) of respective scheme(s) of the Fund shall be applicable for the transactions received through the above referred electronic platform of the Fund and the time of receipt transaction recorded on the server of the AMC, will be reckoned as the time of receipt of transaction for the purpose of determining applicability of NAV, subject to credit of funds to bank account of scheme(s), wherever applicable.

v. Transactions through “MF Utility” Platform:

Investors can submit all financial and non-financial transactions pertaining to the schemes of the Fund through the MF Utility platform (“MFU”) either electronically on [www.mfuonline.com](http://www.mfuonline.com) or physically through the authorized Points of Service (“POS”) of MFU. The list of POS of MFU is published on the website of MF Utilities India Private Limited (“MFUI”) at [www.mfuindia.com](http://www.mfuindia.com) and may be updated from time to time. The online transaction platform of MFU i.e. [www.mfuonline.com](http://www.mfuonline.com) and the POS locations of MFU shall be official points of acceptance for transactions in the schemes of the Fund.

The uniform cut-off time as prescribed by SEBI and as mentioned in the SID / KIM of respective schemes of the Fund shall be applicable for applications received at MFU POS / MFU online platform. However, investors should note that transactions on the MFU platform shall be subject to the eligibility of the investors, any terms & conditions as stipulated by MFUI / the Fund / the AMC from time to time and any law for the time being in force.

Investors are requested to note that, MFUI shall allot a Common Account Number (“CAN”), a single reference number for all investments in the Mutual Fund industry, for transacting in multiple schemes of various Mutual Funds through MFU and to map existing folios, if any. Investors can create a CAN by submitting the CAN Registration Form (CRF) and necessary documents at the MFUI POS. Investors are requested to visit the websites of MFUI ([www.mfuindia.com](http://www.mfuindia.com)) or the Fund ([www.mahindramanulife.com](http://www.mahindramanulife.com)) to download the relevant forms.

For any queries or clarifications related to MFU, investors are requested to contact the Customer Care of MFUI on +91 22 7179 1111 or their Board Line number +91 22 6290 6363 (during the business hours on all days except Sunday and Public Holidays) or send an email to [clientservices@mfiindia.com](mailto:clientservices@mfiindia.com).

The Trustee/AMC reserves the right to change/modify the provisions mentioned in the above facility from time to time.

vi. **Official Point of Acceptance through MF Central:**

Pursuant to the clause 16.6 of SEBI Master Circular, on RTA inter-operable Platform for enhancing investors' experience in Mutual Fund transactions / service requests, the Qualified RTAs (QRTA's), Kfin Technologies Limited (Kfintech) and CAMS have jointly developed MFCentral – A digital platform for Mutual Fund investors.

MFCentral is created with an intent to be a one stop portal / mobile app for all Mutual fund investments and service-related needs that significantly reduces the need for submission of physical documents by enabling various digital / physical services to Mutual fund investors across fund houses subject to applicable Terms & Conditions of the Platform. MFCentral has enabled execution of various types of Financial and Non-financial transactions on their platform. For more details, investors may access the MFCentral website using <https://mfcentral.com/> and / or access the MFCentral Mobile App.

With a view to comply with all provisions of the aforesaid circular and to increase digital penetration of Mutual funds, the Fund has designated MFCentral as its Official point of acceptance.

## **22.How to Apply for KYC/CKYC?**

### **For non-individual investors:**

To avoid duplication of KYC process across SEBI registered intermediaries, a mechanism for centralization of the KYC records in the securities market has been developed. Accordingly, an intermediary shall perform the initial KYC of its clients and upload the details on the system of the KYC Registration Agency (KRA).

- i. Investors who wish to be KYC Compliant should submit a completed common CKYC KRA Application Form ('CKYC Form') along with all the prescribed documents listed in the CKYC Form to any of the SEBI registered intermediaries viz. Mutual Funds, Portfolio Managers, Depository Participants, Stock Brokers, Venture Capital Funds, Collective Investment Schemes, etc. The CKYC KRA Application Form(s) are available at our website – [www.mahindramanulife.com](http://www.mahindramanulife.com). Investors may call at 1800-419-6244 (toll-free number) or contact distributors or visit any of the ISC of the Fund for further information on KYC process.
- ii. It is mandatory for intermediaries including mutual funds to carry out In-Person Verification (IPV) of its investors. The IPV carried out by any SEBI registered intermediary can be relied upon by the Fund. The officials of Mahindra Manulife Investment Management Private Limited and NISM/AMFI certified distributors who are Know Your Distributors (KYD) compliant are authorized to undertake the IPV for Fund investors. Further, in case of any applications received directly (i.e. without being routed through the distributors) from the investors, the Fund may rely upon the IPV (on the KYC Application Form) performed by the Scheduled Commercial Banks.

- iii. Once the investor has completed KYC with a SEBI registered intermediary and the KYC status is “KYC Validated”, the investor need not undergo the same process again with another intermediary including mutual funds. However, the Fund reserves the right to carry out fresh KYC/ seek KYC documents of the investor wherever the KYC status is “KYC On-Hold” for existing and new investors and KYC status is “KYC Registered” for new investors to the Fund. The Fund may undertake enhanced KYC measures commensurate with the risk profile of its investors. Investors may refer to the FAQ section on KYC published on the website of the fund viz., [www.mahindramanulife.com](http://www.mahindramanulife.com).
- iv. For all Non Individual investors, SEBI-registered Intermediaries (SRIs) are required to collect UBO declaration and upload the same to KRA system for maintenance and use as part of KYC record. It is clarified that in case of Companies, the SRIs can accept details of the Significant Beneficial Owner as defined under the Companies (Significant Beneficial Owners) Rules, 2018 – Rule 2(h) and already filed with MCA under BEN-2 Form. Latest filed Form i.e. BEN 2 can also be uploaded to KRA system and will be accepted by KRA. Pursuant to Clauses 31 (f) and 31 (g) of SEBI Master Circular on KYC norms SRIs are required to upload copy of the audited balance sheet for last financial year. Further, share holding pattern including list of all those holding control, either directly or indirectly, in the company in terms of SEBI takeover Regulations, duly certified by the company secretary/whole time director/ MD for Non-Individual KYC records are required to be submitted every year. SRIs are requested to ensure that the Balance sheet and shareholding pattern as required, are uploaded on KRA by **December 31st every year** by raising a modification request. SRIs fetching/downloading the Non Individual KYC records from KRAs are required to ensure that the latest financial statements and share holding pattern are available and if not available they need to collect the same and upload on KRA using facility of KYC modification request/s. Hence, the Non Individual investors are required to submit the latest financial statements and share holding pattern, whenever requested for by the AMC.

**For individual investors:**

Pursuant to SEBI Master Circular no. SEBI/HO/MIRSD/SECFATF/P/CIR/2023/169 dated October 12, 2023’ read along with the AMFI Best Practices Guidelines Circular No.68 / 2016-17 dated December 22, 2016 on ‘Implementation of Central KYC (CKYC) norms’, investors shall take note of the following:

- i. Any prospective individual investors, who have never done ‘Know Your Customer (KYC)’ formalities under KYC Registration Agency (KRA) regime and whose KYC status is not “KYC Validated” in the KRA system (**“new investors”**), shall use the new ‘CKYC & KRA KYC Form’ to complete their KYC formalities for universal portability of their KYC records. Investors may refer to the FAQ section on KYC published on the website of the fund viz., [www.mahindramanulife.com](http://www.mahindramanulife.com).
- ii. If new investors uses the old KRA KYC form, which does not have all information needed for registration with CKYC, such investor should either fill the new ‘CKYC & KRA KYC Form’ or provide additional/missing information using the ‘Supplementary CKYC Form’.
- iii. If new investors have already completed CKYC using their PAN and have a KYC Identification Number (KIN) issued from CKYCR, can invest in the schemes of the Fund by quoting their 14 digits KIN along with the PAN/PEKRN in the scheme application form(s). The AMC / Fund shall use the KIN provided by the investor to download the KYC information from CKYCR system and update its records. In case the KIN provided by the investor is obtained by him/her using a form other than the new CKYC & KRA KYC Form (applicable for mutual fund investors), the investor shall provide a fresh CKYC & KRA KYC Form.

The relevant forms are available on the website of the Fund viz., [www.mahindramanulife.com](http://www.mahindramanulife.com)

Further, the investors can also apply for KYC using the e-KYC authentication facility offered by our Registrar and Transfer Agent, CAMS in terms of SEBI Master Circular no. SEBI/HO/MIRSD/SECFATF/P/CIR/2023/169 dated October 12, 2023 who is registered as KYC user agency ('KUA') with UIDAI. For more details, please refer to their website viz [www.camsonline.com](http://www.camsonline.com).

Existing investors can also modify/update their PAN based KRA-KYC details through the 'KYC Modification' link provided on the website of the Fund viz [www.mahindramanulife.com](http://www.mahindramanulife.com).

### **Validation of KYC records by KRAs:**

As per the guidelines issued by SEBI in relation to SEBI KYC (Know your client) Registration Agency (KRA) Regulations, 2011 (including amendments thereto), the KRAs shall independently validate the records of the investors (existing and new clients) whose KYC has been completed using Aadhaar as an Officially Valid Document (OVD). Further, the records of investors who have completed KYC using non-Aadhaar OVD shall be validated upon receiving the Aadhaar number.

During the process of validation, KRAs shall validate the following details:

- a. Aadhaar through Unique Identification Authority of India (UIDAI) authentication/verification mechanism.
- b. Mobile number and e-mail ID using OTP validation (only in cases where mobile number and e-mail ID provided by client are not seeded with Aadhaar)
- c. PAN using the Income Tax Database.

Investors whose KYC records are not found to be valid by KRA after the validation process, shall be allowed to transact in securities market only after their KYC is validated. In case of KYC based on non-Aadhaar OVD, the KRA shall only store such records and the same would be validated by KRAs as per the abovementioned process only on receipt of Aadhaar number from the client for updation in KRA records.

### **Who are required to be KYC/CKYC Compliant?**

- All investors (both individual and non-individual) should be KYC compliant.
- Any investment in the name of minors should be through a Guardian, who should be KYC compliant for the purpose of investing with a Mutual Fund. The Minor, upon attaining majority, should immediately apply for KYC compliance in order to be able to transact in his/her own capacity.
- Also, applicants / unit holders intending to apply for units/ currently holding units and operating their Mutual Fund folios through a Power of Attorney (PoA) must ensure that the issuer of the PoA (i.e. the investor) and the holder of the POA (i.e the Attorney) must be KYC compliant. POA holders are not permitted to apply for KYC compliance on behalf of the issue of the POA. .
- An individual becoming an investor on account of an operation of law, e.g., transmission of units upon death of a unit holder, the claimant eligible for entering into the register of Unit holders of the Mutual Fund will be required to be KYC compliant before such transfer can take place.
- Existing KYC compliant investors of the Fund can continue to invest. However, existing investors are also urged to comply with the new CKYC requirements including IPV as mandated by SEBI In case of non-individuals, each declared Ultimate Beneficial Owner (UBO) has to be KYC compliant.



For more details, please refer paragraph “Know Your Customer (KYC) compliance” of this document.

### **Foreign Account Tax Compliance Act (FATCA) and Common Reporting Standards (CRS) on Automatic Exchange of Information (AEOI)**

The Foreign Accounts Tax Compliance Act is a United States (“US”) law aimed at prevention of tax evasion by US citizen and residents (“US Persons”) through use of offshore accounts. The FATCA provisions were included in the Hiring Incentive to Restore Employment (HIRE) Act, enacted by the US legislature. FATCA is designed to increase compliance by US taxpayers and is intended to bolster efforts to prevent tax evasion by the US taxpayers with offshore investments.

The Government of India and the United States of America (US) have reached an agreement in substance on the terms of an Inter- Governmental Agreement (IGA) to implement FATCA and India is now treated as having an IGA in effect from April 11, 2014. On similar lines the Organization of Economic Development (OECD) along with G-20 countries has released a ‘Standard for Automatic Exchange of Financial Account Information in Tax Matters’ commonly known as Common Reporting Standard (‘CRS’). India is signatory to the Multilateral Competent Authority Agreement (MCAA) for the purposes of CRS. Under FATCA/CRS provisions, Financial Institutions are obligated to obtain information about the financial accounts maintained by investors and report to the local Government/ notified tax authorities. In accordance with FATCA and CRS provisions, the AMC / Mutual Fund is required to undertake due diligence process and identify foreign reportable accounts and collect such information / documentary evidences of the FATCA/CRS status of its investors/ Unit holders and disclose such information (through its agents or service providers) as far as may be legally permitted about the holdings/investment returns to US Internal Revenue Service (IRS)/ any other foreign government or the Indian Tax Authorities, as the case maybe for the purpose of onward transmission to the IRS/ any other foreign government pursuant to the new reporting regime under FATCA/CRS.

FATCA/CRS due diligence will be directed at each investor / Unit holder (including joint investor/Unitholder) and on being identified as a reportable person, all the folios will be reported. In case of folios with joint holders, the entire account value of the investment portfolio will be attributable under each such reportable person. An investor / Unit holder will therefore be required to comply with the request of the AMC / Mutual Fund to furnish such information as and when sought by the AMC for the AMC

/ Mutual Fund to comply with the information reporting requirements stated in IGA/MCAA and circulars issued by SEBI / AMFI in this regard. The information disclosed may include (but is not limited to) the identity of the investors/Unitholder(s) and their direct or indirect beneficiaries, beneficial owners and controlling persons. Investors / Unitholders should consult their own tax advisors regarding FATCA/CRS requirements with respect to their own situation.

Further if the investor is a citizen or resident or green card holder or tax resident other than India, investor(s) shall include all such countries in the tax resident country information field along with the valid Tax Identification Number (TIN) or any other relevant reference ID/ Number in the prescribed application forms. If no TIN is yet available or has not yet been issued, investors are requested to select the appropriate option in the application form. If there is any change in the information provided, investor(s) shall promptly intimate the same to the Fund / AMC within 30 days. FATCA/CRS due diligence will be directed at each investor / Unit holder (including joint investor/Unitholder) and on being identified as a reportable person, all the folios will be reported.

The AMC/Mutual Fund reserves the right to reject any application/freeze any folio(s) held directly or beneficially for transactions in the event the applicant/Unitholder(s) fail to furnish the relevant information and/or documentation in accordance with FATCA/CRS provisions and as requested by the AMC/Mutual Fund.

## **RESTRICTION ON ACCEPTANCE OF THIRD PARTY PAYMENT INSTRUMENTS FOR SUBSCRIPTION OF UNITS**

1. MMIMPL/ the Fund shall not accept applications for subscriptions of units accompanied with Third Party Payment instruments except in cases as enumerated in para 2A below.
2. “Third Party Payment Instrument” means payment made through an instrument issued from a bank account other than that of the first named applicant/ investor mentioned in the application form. In case of payment instruments issued from a joint bank account, the first named applicant/ investor must be one of the joint holders of the bank account from which the payment instrument is issued to consider the payment as a non-Third Party Payment.

### **Illustrations:**

*Illustration 1:* An Application submitted in joint names of A, B & C alongwith cheque issued from a bank account in names of C, A & B. This is a valid application and will not be considered as third party payment.

*Illustration 2:* An Application submitted in joint names of A, B & C alongwith cheque issued from a bank account in name of A. This is a valid application and will not be considered as third party payment.

*Illustration 3:* An Application submitted in joint names of A & B & C alongwith cheque issued from a bank account in names of B, C & Y. This is an invalid application and will be considered as third party payment.

- 2A. As referred to in para 1 above, following are the exceptional cases where third party payment instruments will be accepted subject to submission of requisite documentation/ declarations.
  - a. Payment by an Employer on behalf of employees under Systematic Investment Plans (SIP) or lump sum / one-time subscription, through Payroll deductions or deductions out of expense reimbursements;
  - b. Custodian on behalf of an FPI or a Client;
  - c. Payment by a Corporate to its Agent/ Distributor/ Dealer (similar arrangement with Principal agent relationship), on account of commission or incentive payable for sale of its goods/services, in the form of the Mutual Fund Units through SIP or lump sum / one-time subscription subject to compliance with SEBI Regulations and guidelines issued by AMFI from time to time.
- 2B. Investors submitting their applications through the above mentioned ‘exceptional cases’ are required to comply with the following, without which applications for subscriptions for units will be rejected/ not processed/ refunded.
  - a. Mandatory KYC for all investors and the person making the payment i.e. third party. In order for an application to be considered as valid, investors and the person making the payment should attach their valid KYC Acknowledgement Letter to the application form.

- b. Submission of a separate, complete and valid 'Third Party Payment Declaration Form' from the investors and the person making the payment i.e. third party. The said Declaration Form shall, inter-alia, contain the details of the bank account from which the payment is made and the relationship with the investor(s). Please contact the nearest Investor Service Centre (ISC) of the Fund or visit our website [www.mahindramanulife.com](http://www.mahindramanulife.com) for the said Declaration Form.
  - c. Verifying the source of funds to ensure that funds have come from the drawer's account only.
3. Investors are required to adhere to the requirements specified hereinbelow.
- a. ***Source of funds - if paid by cheque***

An investor at the time of his/her purchase of units must provide in the application form the details of his pay-in bank account (i.e. account from which a subscription payment is made) and his pay-out bank account (i.e. account into which redemption / IDCW proceeds are to be paid).

Identification of third party cheques by the AMC/ Mutual Fund/ (RTA) will be on the basis of matching the name/ signature on the investment cheque with the name/ signature of the first named applicant available on the application or in our records for the said folio. If the name of the bank account holder is not pre-printed on the investment cheque or signature on the said cheque does not match with that of the first named applicant mentioned on the application/available in our records for the said folio, then the investor should submit any one of the following documents at the time of investments:

- i. a copy# of the bank passbook or a statement of bank account having the name and address of the account holder and account number.
- ii. a letter\* (in original) from the bank on its letterhead certifying that the investor maintains an account with the bank, along with information like bank account number, bank branch, account type, the MICR code of the branch & IFSC Code (where available).

# Investors should also bring the original documents along with the documents mentioned in (i) above to the ISCs/Official Points of Acceptance of the Fund. The copy of such documents will be verified with the original documents to the satisfaction of the AMC/ Mutual Fund/RTA. The original documents will be returned across the counter to the investor after due verification.

\*In respect of (ii) above, it should be certified by the bank manager with his / her full signature, name, employee code, bank seal and contact number.

Investors should note that where the bank account numbers have changed on account of the implementation of core banking system at their banks, any related communication from the bank towards a change in bank account number should accompany the application form for subscription of units. However, for updation of the changed bank details in the folio, the investor should follow the change of bank details process.

The Mutual Fund has also provided a facility to the investors to register multiple bank accounts. By registering multiple bank accounts, the investors can use any of the registered bank accounts to receive redemption / IDCW proceeds. These account details will be used by the AMC/ Mutual Fund /RTA for verification of instrument used for subscription to ensure that a third party payment instrument is not used for mutual fund subscription, except where permitted in (2) above.

Investors are requested to avail the facility of registering multiple bank accounts by filling in the Application Form for Registration of Multiple Bank Accounts available at our Investor Service Centres (ISCs) or on our website [www.mahindramanulife.com](http://www.mahindramanulife.com).

**b. *Source of funds* - if funded by pre-funded investments such as Pay Order, Demand Draft, Banker 's cheque etc.**

Investors should attach any one of the following supporting documents with the purchase application where subscription for units is vide a pre – funded instrument issued by way of debit to his / her bank account:

- i. a Certificate (in original) from the issuing banker duly certified by the employee signing the pre-funded instrument with his / her full signature, name, employee code, bank seal and contact number, stating the Account holder's name, the Bank Account Number which has been debited for issue of the instrument (mandatory) and PAN as per bank records, if available;
- ii. a copy of the acknowledgement from the bank, wherein the instructions to debit carry the bank account details and name of the investor as an account holder are available;
- iii. a copy of the passbook/bank statement evidencing the debit for issuance of the instrument.

The account number mentioned in the above supporting documents should be the same as / one of the registered bank account or the bank details mentioned in the application form.

**c. *Source of funds* - if paid by RTGS, Bank Account to-Account Transfer, NEFT, ECS, etc.**

Investors should attach to the purchase application form, an acknowledged copy of the instruction to the bank also stating the account number debited. The account number mentioned on the transfer instruction copy should be a registered bank account or the first named applicant/ investor should be one of the account holders to the bank account debited for such electronic transfer of funds.

**d. *Source of funds* – if paid by a pre-funded instrument issued by the Bank against Cash.**

The AMC/Mutual Fund/RTA will not accept any purchase applications from investors if accompanied by a pre-funded instrument issued by a bank against cash for investments of Rs. 50,000 or more. The investor should submit a Certificate (in original) obtained from the bank giving name, bank account number (mandatory) and PAN as per Bank records (if available) of the person who has requested for the payment instrument. The said Certificate should be duly certified by the employee signing the prefunded instrument with his / her full signature, name, employee code, bank seal and contact number. The AMC / Mutual Fund /RTA will check that the name mentioned in the Certificate matches with the first named investor.

The account number mentioned in the Certificate should be the same as / one of the registered bank account or the bank details mentioned in the application form.

The above broadly covers the various modes of payment for mutual fund subscriptions. The above list is not a complete list and is only indicative in nature and not exhaustive. Any other method of payment, as introduced by the Mutual Fund, will also be covered under these provisions.

## **SUSPENSION OF SUBSCRIPTION/REDEMPTION/SWITCHING OPTIONS OF THE UNITS**

The Mutual Fund reserves the right to suspend temporarily or indefinitely, determination of NAV of the units of a scheme and consequently of the subscription, redemption or switching of Units of the scheme (including Plan / Option of the scheme) if in the opinion of the AMC the general market conditions are not favourable and / or suitable investment opportunities are not available for deployment of funds.

Further, the indicative list of circumstances under which subscription, redemption or switching of units may temporarily be suspended is as follows:

1. When one or more stock exchanges or markets, which provide basis for valuation for a substantial portion of the assets of the Scheme are closed otherwise than for ordinary holidays.
2. When, as a result of political, economic or monetary events or any circumstances outside the control of the Trustee and the AMC, the disposal of the assets of the scheme are not reasonable, or would not reasonably be practicable without being detrimental to the interests of the Unit holders.
3. In the event of breakdown in the means of communication used for the valuation of investments of the scheme, without which the value of the securities of the scheme cannot be accurately calculated.
4. During periods of extreme volatility of markets, which in the opinion of the AMC are prejudicial to the interests of the Unit holders of the scheme(s).
5. In case of natural calamities, war, strikes, riots and bandhs.
6. In the event of any force majeure or disaster that affects the normal functioning of the AMC or the Registrar.
7. During the period of Book Closure.
8. In the event of any unforeseen situation that affects the normal functioning of the stock exchange(s).
9. In case of fund of fund schemes, if the underlying schemes suspend sale and / or redemption / switch-out of units.
10. If so directed by SEBI.

In any of the above eventualities, the time limits indicated above, for processing of requests for Subscription / Redemption of Units will not be applicable. Further Subscription / Redemption request for Units is not binding on and may be rejected by Trustee, the AMC or their respective agents until it has been confirmed in writing by the AMC or its agents. All types of transactions will be processed at the next Applicable NAV after the resumption of subscription/redemption of Units in the scheme.

Suspension or restriction of repurchase / redemption facility shall be made applicable only after the approval of the Board of Directors of the AMC and the Trustee. The approval from the AMC Board and the Trustee giving details of circumstances and justification for the proposed action shall also be informed to SEBI in advance.

## **ULTIMATE BENEFICIAL OWNER(S) (UBO(S))**

As a part of Client Due Diligence (CDD) Process under PMLA 2002 read with PMLA Rules, 2005, including any amendments thereto from time to time, each of the SEBI registered entity, which inter-alia includes Mutual Funds, is required to obtain sufficient information from their clients in order to identify and verify the identity of persons who beneficially own or control the securities account.

Further, pursuant to SEBI Master Circular no. SEBI/HO/MIRSD/MIRSDSECFATF/P/CIR/2024/78 dated June 06, 2024 on Guidelines on Anti-Money Laundering Standards and Combating the Financing of Terrorism

/Obligations of Securities Market Intermediaries under the Prevention of Money Laundering Act, 2002 and Rules framed there under, investors (other than Individuals) are required to provide details of Ultimate Beneficial Owner(s) (“UBO(s)”) and submit proof of identity (viz. PAN with photograph or any other acceptable proof of identity prescribed in common KYC form) of UBO(s).

In order to comply with the above Act/Rules/Regulations & Guidelines, the following CDD process is being implemented by the Fund.

#### **I. Applicability:**

1. Providing information about beneficial ownership will be applicable to the subscriptions received from all categories of investors except Individuals and a Company listed on a stock exchange in India, or it is an entity resident in jurisdictions notified by the Central Government and listed on stock exchanges in such jurisdictions notified by the Central Government, or is a subsidiary of such a Company.
2. Proof of Identity of the UBO such as Name/s, Address & PAN/Passport together with self attested copy\* alongwith the ‘Ultimate Beneficial Ownership’ declaration form is required
3. to be submitted to MMIMPL/its RTA.  
(\* Original to be shown for verification and immediate return.)
4. In case of any change in the beneficial ownership, the investor should immediately intimate the AMC / its Registrar / KRA, as may be applicable, about such changes.

#### **II. Identification Process:**

The beneficial owner shall be determined as under –

##### **A. Where the client is a company:**

The beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation: - For the purpose of this sub-clause: -

- i. "Controlling ownership interest" means ownership of or entitlement to more than ten per cent of shares or capital or profits of the company,
- ii. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders' agreements or voting agreements.

##### **B. Where the client is a partnership firm:**

The beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of/ entitlement to more than ten percent of capital or profits of the partnership or who exercises control through other means.

Explanation: - For the purpose of this clause: - “Control” shall include the right to control the management or policy decision.

**C. Where the client is an unincorporated association or body of individuals:**

The beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen per cent. of the property or capital or profits of such association or body of individuals.

**D. Where no natural person is identified under (a) or (b) or (c) above:**

The beneficial owner is the relevant natural person who holds the position of senior managing official.

**E. Where the client is a trust:**

The identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with ten per cent or more interest in the trust, settlor, protector and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership; and

Where the client or the owner of the controlling interest is an entity listed on a stock exchange in India, or it is an entity resident in jurisdictions notified by the Central Government and listed on stock exchanges in such jurisdictions notified by the Central Government, or it is a subsidiary of such listed entities, it is not necessary to identify and verify the identity of any shareholder or beneficial owner of such entities.

**F. For Foreign Portfolio Investors:**

In case of Foreign Portfolio Investors (FPIs) and Sub accounts, the KYC requirements as applicable to FPIs as notified by SEBI from time to time shall be considered for the purpose of identification of beneficial ownership of the FPIs.

For collection of information/documentation from investors/ Unitholders, SEBI has prescribed uniform Know Your Client (KYC) requirements vide Circular No(s). CIR/MIRSD/16/2011 dated August 22, 2011, MIRSD/SE/Cir-21/2011 dated October 5, 2011, and SEBI/HO/MIRSD/SECFATF/P/CIR/2023/169 dated October 12, 2023 to be used by the concerned registered intermediaries.

SEBI has also notified the SEBI KYC Registration Agency (KRA) Regulations, 2011 and have issued guidelines under these regulations from time to time.

**B. SPECIAL PRODUCTS / FACILITIES OFFERED BY THE AMC / SCHEMES**

**For applicability of the special product / facilities offered by the AMC / Scheme(s) as outlined below in this section, investors/unitholders are advised to refer the respective SID(s) of the Scheme(s) of the Fund.**

**For specific terms and conditions and more information, investors/unitholders are requested to read Terms and Conditions provided in respective forms available at the Investor Service Centres (ISCs) of the Fund and also available on [www.mahindramanulife.com](http://www.mahindramanulife.com).**

➤ **SPECIAL PRODUCTS/FACILITIES AVAILABLE ON ONGOING BASIS:**

**I. SYSTEMATIC INVESTMENT PLAN (SIP)**

This facility enables the investors to save and invest at regular intervals over a longer period of time. It is convenient way to start investing, regular investment not only helps to reduce average unit acquisition cost (this concept is called 'Rupee Cost Averaging.') but also helps to inculcate discipline when it comes to investing. This facility gives the investor an opportunity to invest regularly thereby averaging the acquisition cost of units. Investors may register for SIP using a prescribed enrollment form. SIP facility is offered by the Scheme subject to following terms and conditions:

Particulars	Frequency available		
	Weekly	Monthly	Quarterly
SIP Transaction Dates	Any day of the Week (except Saturday & Sunday)*	Any date*	
Minimum no. of installments and Minimum amount per installment	For Mahindra Manulife ELSS Tax Saver Fund - 6 installments of Rs. 500/- each and in multiples of Rs. 500/- thereafter;  For Mahindra Manulife Asia Pacific REITs FOF- 6 installments of Rs. 1,000/- each and in multiples of Re. 1/- thereafter;  For schemes other than above mentioned schemes- 6 installments of Rs. 500/- each and in multiples of Re. 1/- thereafter.	For Mahindra Manulife ELSS Tax Saver Fund - 4 installments of Rs. 1500/- each and in multiples of Rs. 500/- thereafter;  For schemes other than above mentioned scheme - 4 installments of Rs. 1500/- each and in multiples of Re. 1/- thereafter	
Mode of Payment	a. Direct Debit mandate through select banks with whom AMC has an arrangement. b. National Automated Clearing House (NACH) Facility		

Note:

1. Anyone or more SIP transaction dates from the available dates can be selected by the Unit Holders under the Monthly and Quarterly frequencies.
2. Any day of the week or more day(s) can be selected by the Unit Holders under the Weekly frequency.

\* In case the chosen date falls on a Non-Business Day, the SIP will be processed on the immediate next Business Day.



However, in case the chosen date is not available in a particular month, the SIP will be processed on the last day of that month. E.g., if selected date is 31<sup>st</sup> SIP installment for the month of September will be processed on 30<sup>th</sup> September. However, if 30<sup>th</sup> September happens to be a Non-Business Day, the SIP will be processed on the immediate next Business Day

Default Options:

Default Frequency – Monthly

Default Date (for both monthly and quarterly frequency) – 10<sup>th</sup>

Default day for Weekly frequency – Wednesday

- i. SIP in a folio of a minor will be registered only upto the date of minor attaining the majority even though the instruction may be for the period beyond that date.
- ii. The Load structure prevailing at the time of submission of the SIP application (whether fresh or extension) will apply for all the Installments indicated in such application.
- iii. SIP registered for more than one date or all dates of the month under the Monthly / Quarterly frequency and (ii) more than one day of the week or all days of the week under the Weekly frequency, will be considered as separate SIP instruction for the purpose of fulfilling the “Minimum no. of installments” criteria.
- iv. For all schemes the SIP enrollment will be discontinued if:
  - a) 3 consecutive SIP installments in case of Weekly and Monthly frequency are not honoured; and
  - b) 2 consecutive SIP installments in case of Quarterly frequency are not honoured.
- v. SIPs shall be cancelled based on the investor’s request within 2 working days from the date of submission of the online request or a physical request to any of the Official Point(s) of Acceptance.

The AMC reserves the right to introduce SIP facility at any other frequencies or on any specific dates as the AMC may feel appropriate from time to time.

### **SIP through Direct Debit / NACH**

Investors may also enroll for SIP facility through NACH (Debit Clearing) of the RBI or for SIP Direct Debit Facility available with specified Banks / Branches. In order to enroll for SIP NACH or Direct Debit Facility, an Investor must fill-up the Application Form for SIP NACH/ Direct Debit facility.

In case of SIP with payment mode as NACH/Direct Debit, Investors shall be required to submit a cancelled cheque or a photocopy of a cheque of the bank account for which the NACH/Direct Debit Mandate is provided.

All SIP cheques / payment instructions should be of the same amount and same date (excluding first cheque). However, there should be a gap of at least 30 calendar days (for SIP registered through the physical mode)/15 calendar days (for SIP registered through the AMC’s online portal available on its website i.e. [www.mahindramanulife.com](http://www.mahindramanulife.com) or electronic platforms offered by MF Utility (MFU), specified banks, financial institutions, distributors, etc., with whom AMC has entered or may enter into specific arrangements including through secured internet sites operated by CAMS) between the first SIP installment and the second SIP installment / SIP Auto Debit “Start” date mentioned in the debit mandate form.

The SIP Auto Debit shall start from the selected “Start” date mentioned by the investor, subject to completion of successful SIP Auto Debit mandate registration formalities at least 10 calendar days prior to the “Start” date specified in the debit mandate form.

In case the SIP Auto Debit mandate registration is not successful within 45 calendar days (for SIP application(s) submitted through the physical mode) / 15 calendar days (for SIP application(s) submitted through the AMC’s online portal), from the SIP application submission date, the AMC/Trustee reserves the right to cancel/terminate the SIP registration request.

Units will be allotted as per the closing NAV of the day on which the funds are available for utilisation by the Scheme(s) irrespective of amount and installment date as per SIP mandate. In case the SIP transaction date falls on a non-business day or falls during a Book Closure period, the immediate next Business Day will be considered for this purpose.

An extension of an existing SIP mandate will be treated as a fresh SIP mandate on the date of such application, and all the above conditions need to be met with.

The AMC has the authority to make available SIP by way of a salary savings scheme for a group of employees through an arrangement with their employers.

For applicable Load on Purchases through SIP, please refer paragraph “Load Structure” in the SID(s) of the respective scheme(s).

The AMC / Trustee reserve the right to change / modify the terms and conditions under the SIP prospectively at a future date.

### **SIP Top-up Facility**

SIP Top-up Facility is a facility which provides flexibility to the investors to increase the amount of the SIP installment by a fixed amount or by a fixed percentage at pre-defined intervals during the tenure of the SIP. The SIP Top-up Facility offered by the Scheme(s) is subject to the following terms and conditions:

- 1) SIP Top-up Facility would be available to all existing and new SIP enrolments. Existing investors who have enrolled for SIP are also eligible to avail Top-up facility and will be required to submit the request for enrolment under this facility at least 10 calendar days prior to the SIP date.
- 2) The Top up facility shall be available for SIP Investments only through NACH Debit Mandate
- 3) This facility is being offered through two modes:
  - (i) Top-up by Amount and (ii) Top-up by Percentage. Minimum Top-up instalment and Top-up Frequency are as under:

Particulars	Minimum Top-up instalment		Top-Up Frequency	
	For schemes other than Mahindra Manulife ELSS Tax Saver Fund*	For Mahindra Manulife ELSS Tax Saver Fund*	For SIP	For Monthly SIP
<b>Top-up Amount</b> by	Rs. 100 and in multiples of Rs 100 thereafter	Rs. 500 and in multiples of Rs 500 thereafter	<ul style="list-style-type: none"> <li>• Yearly</li> <li>• Half Yearly</li> </ul>	Yearly
<b>Top-up Percentage</b> by	10% and in multiples of 1% thereafter. Rounded off to nearest next multiple of Rs. 10.	Not available	Yearly	

Default Options:

Default Mode – Top-up by amount

Default Top-up frequency – Yearly

- 4) Investors who have enrolled for SIP with monthly frequency will be able to choose from two frequencies for Top-Up: Half Yearly and Yearly. In case the investor has chosen half-yearly frequency, the SIP amount will increase after every 6 SIP monthly cycle dates by the amount indicated and in case if the investor has chosen yearly frequency, the SIP amount will increase after every 12 SIP monthly cycle dates by the amount / percentage, as indicated.
- 5) Investors who have enrolled for SIP with Quarterly Frequency will be able to choose only “Yearly” frequency for Top-Up and the SIP amount will increase after every 4 SIP quarterly cycle dates by the amount/percentage, as indicated.
- 6) If the Investor does not specify either the Top-up amount/percentage or specifies both, the SIP application will be processed by default with the minimum Top –up installment amount, as applicable.
- 7) In case the SIP installment amount(s) (including Top-ups applied at periodic intervals) exceeds the maximum amount mentioned by the Investor in the NACH debit mandate, the said SIP Top-up request will stand rejected and the SIP will continue to be processed with the last topped up SIP instalment amount.
- 8) The Top-up details cannot be modified once enrolled. In order to make any changes, the Investor must cancel the existing SIP and enroll for a fresh SIP with revised Top up details.
- 9) All other terms & conditions applicable for regular SIP Facility will also be applicable to SIP Top-up Facility.
- 10) SIP Top-up Facility shall not be available to SIPs registered under weekly SIP frequency.
- 11) SIP Top-up will be allowed in case of Micro Investments subject to the condition that total investments including SIP Top-up by the investor does not exceed 50,000/- in a rolling 12 months period or in a financial year i.e. April to March i.e. the limit on Micro Investments.
- 12) Investors/Unitholders are also requested to note that, in case of cancellation/discontinuation of SIP enrolment, any SIP Top-Up enrolment linked with the underlying SIP (whether existing OR future Top-Ups) shall also stand cancelled.

The illustrations to explain the concept of SIP Top-up Facility are provided below:

**Illustration 1: Calculation of SIP along-with Top-up by amount**

SIP Details	Top Up Details
Amount: Rs 5000	Amount : Rs 500
Frequency: Monthly	Frequency: Yearly
Period: 1 <sup>st</sup> April 2018 to 31 <sup>st</sup> March 2021	

Installment Number(s)	Monthly SIP (A) (in Rs)	Top-Up Amount (B) (in Rs)	Monthly SIP Installment including Top-Up (A+B) (in Rs)
1-12	5000	0	5000
13-24	5000	500	5500
25-36	5500	500	6000
No More SIP installments	--	--	--

**Illustration 2: Calculation of SIP along-with Top-up by percentage**

SIP Details	Top Up Details
Amount: Rs 5000	Percentage: 15%
Frequency: Monthly	Frequency: Yearly
Period: 1 <sup>st</sup> April 2018 to 31 <sup>st</sup> March 2021	

Installment Number(s)	Monthly SIP (A) (in Rs)	Top-Up Amount (B) (in Rs)	Monthly SIP Installment including Top-Up (A+B) (in Rs)
1-12	5000	0	5000
13-24	5000	750	5750
25-36	5750	862.50	6612.50 rounded off to 6620
No More SIP installments	--	--	--

**SIP Cap Amount:** Investor shall have an option to freeze the SIP installment amount (including Top-ups applied at periodic intervals) by specifying a SIP Cap amount. The SIP Cap amount shall be less than or equal to the amount mentioned by the Investor in the NACH Debit Mandate. In case the SIP Cap amount specified by the Investor is higher than the NACH Debit Mandate amount, then the amount mentioned in the NACH Debit Mandate shall be considered for applying Top-ups and processing of SIP installments until the end of SIP tenure.

**SIP Cap Month-Year:** Investor shall have an option to freeze the SIP installment amount (including Top-ups applied at periodic intervals) from a prespecified month and year. From this prespecified month and year onwards, the SIP Top-Ups will be discontinued and the last topped up SIP installment will remain constant until the end of SIP tenure.

Investor shall have a flexibility to choose either SIP Cap Amount or SIP Cap Month-Year. In case of multiple selections, SIP Cap amount will be considered as default selection.

## **Pause SIP facility**

Pause SIP Facility is a facility under which the investor has an option to temporarily pause their registered SIP by submitting the prescribed form at any of the Official Points of Acceptance (OPATs) of the Fund or by submitting an application through the online transaction portal available on the Fund's website viz., [www.mahindramanulife.com](http://www.mahindramanulife.com). The Pause SIP Facility offered by the Scheme(s) is subject to the following terms and conditions:

1. Pause SIP Facility request should be submitted at least 15 calendar days prior to the next SIP installment date.
2. Investors availing this facility can pause their SIPs for a fixed 3 (three) consecutive instalments for SIPs registered with Monthly frequency and 1 (one) instalment for SIPs registered with Quarterly frequency.
3. In case a Pause SIP request is received for a SIP registered with multiple dates, then the Pause SIP Facility will be applicable to the succeeding 3 installments (in case of monthly frequency) / 1 installment (in case of quarterly frequency), subject to compliance with the other terms & conditions of this facility. Please refer the illustration below.

Illustration: If a SIP (with monthly frequency) is registered through single SIP registration form with 4 multiple dates viz., 1<sup>st</sup>, 10<sup>th</sup>, 15<sup>th</sup> & 20<sup>th</sup> of every month and a Pause SIP request is received by 10<sup>th</sup> of May then the Pause SIP will be applied for the 3 installments falling after 15 days from the Pause SIP request date viz., 1<sup>st</sup> June, 10<sup>th</sup> June & 15<sup>th</sup> June.

4. If the SIP Pause period coincides with the trigger period of the SIP Top-Up facility, the SIP installment amount post completion of the SIP Pause period would be inclusive of the Top-Up amount. For e.g. SIP installment amount prior to Pause period is Rs. 5,000/- and Top-Up amount is Rs. 1,000/- and if the Pause period is completed after the Top-Up trigger date, then the SIP installment amount post completion of Pause period shall be Rs. 6,000/-.
5. Pause SIP facility will not be available for the SIPs sourced, MF Utilities India Pvt. Ltd. ("MFUI"), Stock Exchange Platforms of NSE & BSE and Channel partner platforms.
6. Pause SIP facility once registered cannot be cancelled.
7. Pause SIP Facility shall not be available for SIPs registered under weekly SIP frequency.
8. In case of discrepancies in the details provided in the form and the details registered with the AMC or in case of ambiguity, the AMC has the right to reject the application.

## **MICRO SYSTEMATIC INVESTMENT PLAN ("MICRO SIP")**

Investment in mutual fund schemes including through Systematic Investment Plan (SIP)] upto Rs. 50,000 per year per investor, are exempt from the requirement of PAN. Such PAN exempt SIPs are referred to as Micro SIP.

Investors may make PAN exempt investments subject to the following provisions:

1. The limit of Rs. 50,000/- is applicable at an aggregate level (SIP plus lumpsum investments) across all the schemes of the Fund in a rolling 12 months period or in a financial year i.e. April to March.

2. This exemption is applicable only to investments by "Eligible Investors" i.e. individuals [including Joint Holders who are individuals, NRIs but not PIOs], Minors and Sole proprietary firms, who do not possess a PAN\*. Hindu Undivided Family (HUF) and other categories are not eligible for PAN exemption.

\*In case of joint holders, first holder must not possess a PAN.

3. Eligible Investors are required to undergo Know Your Customer (KYC) procedure with any of the SEBI registered KYC Registration Agency (KRA).
4. Eligible Investors must attach a copy of the KYC acknowledgement letter containing the PAN Exempt KYC Reference No (PEKRN) issued by the KRA along with the application form. Eligible investors must hold only one PEKRN.

Eligible Investors who wish to enroll for Micro SIP are required to fill in the Micro SIP Enrolment Form available with the ISCs, distributors/agents and also displayed on the website [www.mahindramanulife.com](http://www.mahindramanulife.com).

All terms and conditions (including load structure) of Systematic Investment Plan facility shall apply to Micro SIP.

The detailed procedures / requirements for accepting PAN exempt investments, including Micro SIPs, shall be as specified by the AMC/Trustee from time to time and their decision in this behalf will be final and binding.

Please refer to the Micro SIP Enrolment Form for terms & conditions before enrolment.

### **Power SIP facility ("the Facility")**

The Facility allows an investor to register an SIP (Systematic Investment Plan) cum SWP (Systematic Withdrawal Plan) in the eligible scheme(s) of the Fund for a specified duration. SWP instalments would commence on completion of the SIP tenure. The investor has the option to register the SIP and SWP in the same scheme or different scheme.

### **How does the Facility Work?**

1. **Option A (SIP and SWP are to be registered in the same scheme):** In case the investor chooses same scheme for SIP and SWP under the Facility, the entire accumulated units via this Facility will be available for SWP, on completion of the SIP tenure.
2. **Option B (SIP and SWP are to be registered in different schemes):** Under this option, transaction(s) under the Facility shall go through following 4 different stages:

First Stage	Investor will register for an SIP in the eligible scheme(s) available for the Facility (hereinafter referred to as ' <b>Source Scheme</b> ') for a pre – defined period of 8 years, 10 years, 12 years, 15 years, 20 years, 25 years or 30 years under monthly frequency.
Second Stage	Upon completion of the specified SIP tenure, 80% of the available units accumulated through the Facility shall be switched to the scheme chosen for SWP (hereinafter referred to as ' <b>Target Scheme</b> '), at Applicable NAV at the end of 15 calendar days from the date of last SIP instalment ('Switch Day') OR next business day, if Switch Day is a non-business day. The remaining 20% of the available units shall remain invested in the

	Source Scheme.
Third Stage	SWP instalments will be commenced from the Target Scheme from the month following the month of completion of SIP tenure. SWP date will be same as the SIP date.
Fourth Stage	Upon completion of 3 years after the initial switch transaction (refer Second Stage above), the remaining 20% of the available units accumulated through the Facility shall be switched to the Target Scheme at Applicable NAV on the date of switch ('Second Switch') or next business day, if the Second Switch day is a non-business day. This residual unit balance switched to the Target Scheme in this stage will also be considered for processing monthly SWP instalments under the Facility.

### **Illustration**

#### **Option A (When Source Scheme and Target Scheme is same):**

First Stage	SIP Start Date (1 <sup>st</sup> SIP Purchase)	01-May-2023
	SIP Tenure (Years)	10
	Last SIP Installment Date	01-Apr-2033
	Total Units Accumulated in Source Scheme through Power SIP during SIP Tenure	10000
Second Stage	Not Applicable	
Third Stage	SWP Start Date (based on the value of all (100%) accumulated units in the Source Scheme)	01-May-2033
Fourth Stage	Not Applicable	

#### **Option B (When Source Scheme and Target Scheme is different):**

First Stage	SIP Start Date (1 <sup>st</sup> SIP Purchase)	01-May-23
	SIP Tenure (Years)	10
	Last SIP Installment Date	01-Apr-33
	Total Units Accumulated in Source Scheme through Power SIP during SIP Tenure	10000
Second Stage	Date of processing First Switch Transaction in Target Scheme ('First Switch Date') – 15 calendar days from the date of last SIP instalment	16-Apr-33
	Number of Units Switched-Out from Source Scheme to Target Scheme on the First Switch Date (80% of the total accumulated units)	8000
Third Stage	SWP Start Date (based on the value of 80% units switched into the Target Scheme on the First Switch Date)	01-May-33
-	Date of processing of Second Switch Transaction in Target Scheme ('Second Switch Date') – 3 years from the initial switch transaction	16-Apr-36
Fourth Stage	Number of Units Switched-Out from Source Scheme to Target Scheme on the Second Switch Date (remaining 20% of the total accumulated units) which will be considered for processing of SWP instalments from the Target Scheme	2000

**Terms and conditions for the Facility are as follows:**

1. **Eligible Investors:** This facility is available for all investors except minors and to the list of persons appearing under heading “who cannot invest” under section “Other Scheme Specific Disclosures” of the Scheme Information Document(s) of eligible scheme(s).

Note: The Power SIP facility will not be available to investors desirous of receiving the allotment of units in dematerialized (“demat”) form.

2. **Eligible Plan and Options:** This Facility is available only for the Growth option (Direct and Regular Plan) of the respective eligible scheme(s).
3. **Frequency:** The Facility is currently available only under “Monthly” Frequency.
4. **Eligible scheme(s) under the Facility\*:** The facility will be allowed only under the Growth Option of the below mentioned Schemes.

- a. **Option A (Where SIP and SWP are to be registered in the same scheme):** Mahindra Manulife Multi Cap Fund, Mahindra Manulife Flexi Cap Fund, Mahindra Manulife Large Cap Fund, Mahindra Manulife Mid Cap Fund, Mahindra Manulife Large & Mid Cap Fund, Mahindra Manulife Small Cap Fund, Mahindra Manulife Focused Fund, Mahindra Manulife Consumption Fund, Mahindra Manulife Aggressive Hybrid Fund, Mahindra Manulife Balanced Advantage Fund, Mahindra Manulife Business Cycle Fund, Mahindra Manulife Multi Asset Allocation Fund, Mahindra Manulife Manufacturing Fund, Mahindra Manulife Value Fund and Mahindra Manulife Banking & Financial Services Fund.

- b. **Option B (Where SIP and SWP are to be registered in different schemes):**

Eligible Source Scheme: Mahindra Manulife Multi Cap Fund, Mahindra Manulife Flexi Cap Fund, Mahindra Manulife Large Cap Fund, Mahindra Manulife Mid Cap Fund, Mahindra Manulife Large & Mid Cap Fund, Mahindra Manulife Small Cap Fund, Mahindra Manulife Focused Fund, Mahindra Manulife Consumption Fund, Mahindra Manulife Aggressive Hybrid Fund, Mahindra Manulife Balanced Advantage Fund, Mahindra Manulife Business Cycle Fund, Mahindra Manulife Multi Asset Allocation Fund, Mahindra Manulife Manufacturing Fund, Mahindra Manulife Value Fund and Mahindra Manulife Banking & Financial Services Fund.

Eligible Target Schemes: Mahindra Manulife Large Cap Fund, Mahindra Manulife Aggressive Hybrid Fund, Mahindra Manulife Balanced Advantage Fund, Mahindra Manulife Equity Savings Fund, Mahindra Manulife Dynamic Bond Fund, Mahindra Manulife Low Duration Fund and Mahindra Manulife Multi Asset Allocation Fund.

\* Investor(s) are requested to note that:

- a. Investor can select the same scheme as source and target scheme under the Facility.
- b. The AMC reserves the right to make changes in the list of eligible scheme(s) from time to time.
- c. Any new scheme(s) to be launched in future may be considered for the Facility, subject to inclusion of relevant disclosure(s) in the SIDs of respective scheme(s).



1. **Minimum SIP Installment:** The minimum SIP installment amount under the Facility shall be same as minimum amount prescribed for SIP under monthly frequencies in the respective scheme(s) of the Fund.
2. **Minimum SWP Installment:** The investor can specify any SWP amount of his / her choice. However, the SWP amount shall not exceed the instalment amount(s) derived as per the matrix below and shall also be subject to the minimum SWP amount specified in the SIDs of the respective scheme(s) of the Fund.

In case the SWP amount specified by an investor is higher than the amount derived as per the matrix OR if an investor doesn't state the SWP amount while registering the Facility, SWP will be activated for an amount derived as per the matrix below. Any additional investment through SIP (including SIP Top-up, if any) / lumpsum/ switch-in in the Source Scheme will not be considered for computation of SWP instalment amount as per SWP matrix provided below, for such investors.

Registered SIP Tenure	Monthly SWP Installment Amount
8 Years	1.0 times of monthly SIP instalment amount
10 Years	1.5 times of monthly SIP instalment amount
12 Years	2.0 times of monthly SIP instalment amount
15 Years	3.0 times of monthly SIP instalment amount
20 Years	6.0 times of monthly SIP instalment amount
25 Years	9.0 times of monthly SIP instalment amount
30 Years	15.0 times of monthly SIP instalment amount

3. **Existing holding(s) / Additional Purchase (s) / Switch ins in Target Scheme:** Any existing Unit holding(s) or additional purchase(s)/switch-ins in the Target Scheme will be considered for processing of SWP transaction(s) from the Target Scheme.
4. **Selection of date:** An Investor can choose any date# of the month for enrolling the Facility. The SWP date will be same as the registered Power SIP facility date. On completion of the selected SIP tenure and post processing of initial switch transaction in the Target Scheme (if applicable), SWP instalments will start from the Target Scheme from the following month on the same day as the SIP instalment date.  
  
# In case the SIP / SWP installment due date falls on a Non-Business day, then the respective transactions will be processed on the next Business Day. However, in case the chosen date is not available in a particular month, the SIP / SWP will be processed on the last day of that month. E.g., if selected date is 31st, SIP / SWP installment for the month of September will be processed on 30th September. However, if 30th September happens to be a Non-Business Day, the SIP will be processed on the immediate next Business Day.
5. While additional purchase(s)/switch-ins/SIP registrations/SIP Top-up are allowed in the Source Scheme, the total clear units accumulated through the Power SIP facility only will be considered for the switch to the Target Scheme and subsequent SWP processing from the Target Scheme.

6. **Registration of multiple Power SIPs:** Investors may submit more than one application to register/enroll under the Facility in the same/different schemes under a folio and can also select different SIP cycle date(s) for the multiple application(s) under one folio.
7. **SIP Top-up and SIP pause:** SIP Top-up and SIP pause would be allowed under the Facility. However, the SWP instalment would get registered only based on the initial SIP amount (for investors who have not stated any SWP amount or wherever applicable).
8. **Exit Load:** Exit load shall be applicable as follows:
  - a. Exit load prevailing as on the date of registration of Power SIP will be applicable on any redemptions / switch-out from Source Scheme during the tenure of SIP.
  - b. In case of selection of same scheme for SIP and SWP under the Facility, exit load prevailing as on the date of registration of Power SIP will be applicable on SWP units.
  - c. In case of selection of different schemes for SIP and SWP (i.e. Source and Target Scheme(s)) under the Facility, the prevailing exit load in the Source Scheme, as on the date of registration of Power SIP will be applicable on the switch from Source Scheme to Target Scheme. For subsequent SWP/redemptions/Switch-outs from the Target Scheme, the exit load prevalent in the Target Scheme as on the date of the switch from Source to Target Scheme will be applicable.
9. **Redemption / Switch out:** Investors can redeem / switch out units from the Source and Target scheme(s) other than this facility also. Redemption /Switch-Out of Units would be done on First in First out Basis (FIFO). Thus, the impact of redemptions / switch-out on the Power SIP facility registration shall be as under:
  - a. Processing of redemption / switch-out in Source Scheme during the Power SIP tenure: If the initial Switch is not triggered due to Nil unit balance\* in the Source Scheme (\*applicable for units accumulated by way of Power SIP facility only), the subsequent Switch and SWP registration under the Facility shall stand cancelled.
  - b. Processing of redemption/switch out from the Target Scheme: (i) In case of partial redemption/ switch out from the Target Scheme, SWP will continue till units are available in the Target Scheme. (ii) In case full redemption/switch-out from the Target Scheme before the 2nd switch is triggered resulting into non-processing of SWP instalment from the Target Scheme under the Facility, the SWP feature of the Facility will get ceased immediately. However, 2nd switch transaction will get processed in the Target Scheme, in accordance with the prescribed features of the Facility (refer Fourth stage above).
10. **Winding up / Merger of the Target Scheme(s):**
  - a. In case of winding up of the Target Scheme chosen by an investor before initial switch trigger date, the default Target Scheme (refer point no. 17 below) shall be considered for processing switch and SWP transaction(s) under the Facility.
  - b. In case of merger of the Target Scheme chosen by an investor before initial switch trigger date, the transferee scheme (i.e. the scheme in which the Target Scheme will be merged consequent to the merger) shall be considered for processing switch and SWP transaction(s) under the Facility subject to such transferee scheme being a part of list of eligible Target Scheme(s) available under the Facility as on the date of processing the initial switch transaction. In case the transferee scheme is not a part of the eligible Target Scheme(s), the default Target Scheme (refer point no. 17 below) shall be considered for processing switch and SWP transaction(s) under the Facility.

### 11. Cancellation/discontinuation of Power SIP:

- a. The SIP enrolment under Power SIP facility will be discontinued if 3 consecutive SIP instalments are not honoured.
- b. In the event of death of the investor during the tenure of the Power SIP, the Power SIP facility shall be ceased.

12. **Modification in Power SIP Mandate / Target Scheme:** Post registration, the investor cannot change/modify the Power SIP mandate during the tenure of the Facility such as the SIP tenure, the SIP Scheme (Source Scheme) or the SIP Amount. However, Investors can change the Target Scheme (including the option to select Target Scheme same as the Source Scheme) anytime before completion of the SIP tenure, provided such a change is communicated at least 30 days before the last SIP instalment date.

### 13. Default options:

- Source Scheme – It is a mandatory field and cannot be left blank. If left blank, it will lead to rejection of the Power SIP application.
- Target Scheme – Mahindra Manulife Balanced Advantage Fund
- Power SIP Cycle Date – 10th of the Month
- Tenure – 20 years
- SWP Amount – In case the investor does not provide any SWP amount, the default amount shall be as per the amount mentioned in the matrix provided above. In case SWP amount mentioned is higher than the matrix amount, the default option will apply.

All other terms and conditions applicable to Systematic Investment Plan and Systematic Withdrawal Plan facilities shall apply mutatis mutandis to this facility.

The AMC/Trustee reserves the right to change / modify the terms and conditions of the Facility or withdraw the Facility.

Investors are requested to refer to the Enrolment Form available on our website viz. [www.mahindramanulife.com](http://www.mahindramanulife.com) or with ISCs, for the latest terms and conditions, before enrolling.

## II. SYSTEMATIC TRANSFER PLAN (STP)

This facility enables the Unit holder to transfer fixed amount periodically from one scheme of the Mutual Fund (“Transferor Scheme”) to another (“Transferee Scheme”) by redeeming units of the Transferor Scheme at the Applicable NAV, subject to Exit Load, if any and investing the same amount in Transferee Scheme at the Applicable NAV, on a recurrent basis for a specified period at specified frequency as per the investor’s STP mandate. Investors may register for STP using a prescribed enrolment form. STP facility is offered by the Scheme(s) subject to following terms and conditions:

Particulars	Frequency available			
	Daily	Weekly	Monthly	Quarterly
STP Transaction Dates	Every Business Day	Any day of the Week (except	Any Date*	

		<b>Saturday &amp; Sunday)</b>		
Minimum no. of installments and Minimum amount per installment	<p>For Mahindra Manulife ELSS Tax Saver Fund - 6 installments of Rs. 500/- each and in multiples of Rs. 500/- thereafter;</p> <p>For Mahindra Manulife Asia Pacific REITs FOF 6 installments of Rs. 1000/- each and in multiples of Re.0.01/- thereafter</p> <p>For schemes other than above mentioned schemes 6 installments of Rs. 500/- each and in multiples of Re.0.01/- thereafter</p>	<p>For Mahindra Manulife ELSS Tax Saver Fund - 6 installments of Rs. 500/- each and in multiples of Rs. 500/- thereafter;</p> <p>For Mahindra Manulife Asia Pacific REITs FOF 6 installments of Rs. 1000/- each and in multiples of Re.0.01/- thereafter</p> <p>For schemes other than above mentioned schemes 6 installments of Rs. 500/- each and in multiples of Re.0.01/- thereafter</p>	<p>For Mahindra Manulife ELSS Tax Saver Fund - 6 installments of Rs. 500/- each and in multiples of Rs. 500/- thereafter;</p> <p>For Mahindra Manulife Asia Pacific REITs FOF 6 installments of Rs. 1000/- each and in multiples of Re.0.01/- thereafter</p> <p>For schemes other than above mentioned schemes 6 installments of Rs. 500/- each and in multiples of Re.0.01/- thereafter</p>	<p>For Mahindra Manulife ELSS Tax Saver Fund - 4 installments of Rs. 1500/- each and in multiples of Rs. 500/- thereafter;</p> <p>For schemes other than above mentioned scheme 4 installments of Rs.1500/- each and in multiples of Re.0.01/- thereafter</p>

\* In case the chosen STP transaction date falls on a non-Business Day, the respective transaction(s) will be processed on the next Business Day. However, in case the chosen transaction date is not available in a particular month, the transaction will be processed on the last day of that month. E.g., if selected date is 31<sup>st</sup>, STP transaction for the month of September will be processed on 30<sup>th</sup> September. However, if 30<sup>th</sup> September happens to be a Non-Business Day, the STP transaction will be processed on the next Business Day.

**Note:** Anyone or more STP transaction dates can be selected by the Unit Holders under the Monthly and Quarterly frequencies. Any day of the week or more day(s) can be selected by the Unit Holders under the Weekly frequency.

**Default options**

Default Frequency – Monthly

Default Date (for both monthly and quarterly frequency) – 10<sup>th</sup>

Default day for weekly frequency – Wednesday

1. If any STP transaction due date falls on a non-Business Day, then the respective transactions will be processed on the immediately succeeding Business Day.
2. If the STP installment date falls on a non-Business Day for the Transferee scheme and if such date is a Business Day for the Transferor scheme, then the STP out transaction will be processed by redeeming units of the Transferor scheme on that Business Day and the STP – In transaction will be processed by investing the amount in the Transferee scheme on its immediate next Business Day.
3. The provision of “Minimum Redemption Amount” of the designated Transferor Scheme(s) and “Minimum Application Amount” of the designated Transferee Scheme(s) shall not be applicable to STP.
4. For scheme(s) other than Mahindra Manulife ELSS Tax Saver Fund, the provision of “Minimum Application Amount” of the designated Transferee Scheme(s) shall not be applicable to STP transactions. In instance(s), where Mahindra Manulife ELSS Tax Saver Fund is chosen by the investor(s) as the Transferee Scheme, the “Minimum Application Amount” provisions as applicable to Mahindra Manulife ELSS Tax Saver Fund shall be applicable for all STP instalments.
5. In case of Mahindra Manulife ELSS Tax Saver Fund, all STP-out transactions shall be processed subject to completion of lock-in period of 3 years from the date of allotment of units. In cases, where Mahindra Manulife ELSS Tax Saver Fund is chosen by the investor(s) as Transferee Scheme, the units allotted through STP-in shall be subject to a lock-in period of 3 years and redemption of such units can be made only after a period of 3 years from the date of allotment of units.
6. If the STP period or no. of installments is not specified in the transaction Form, the STP transactions will be processed until the balance of units in the unit holder’s folio in the Transferor Scheme becomes zero.
7. STP registered for more than one day or all days in a week under Weekly option and for more than one date or all dates of the month under the Monthly/Quarterly frequency will be considered as separate STP instruction for the purpose of fulfilling the criteria under “Minimum no. of installments” section above.
8. The AMC reserves the right to introduce STP facility at any other frequencies or on any other dates as the AMC may feel appropriate from time to time.
9. The load structure in the Transferee Scheme prevailing at time of submission of STP application (whether for fresh enrollment or extension) will be applicable for all the investment through STP specified in such application.

10. The STP mandate may be discontinued by a Unit holder by giving a written notice of 7 working days to any of the Official Point(s) of Acceptance. STP mandate will terminate automatically if there is no Unit balance in the Transferor Scheme on the STP transaction date or upon the Mutual Fund receiving a written intimation of death of the sole / 1<sup>st</sup> Unit holder.
11. Units marked under lien or pledge in the Transferor Scheme will not be eligible for STP.
12. In case the unit balance in the Transferor Scheme is lesser than amount specified by the unit holders for STP, the AMC will transfer remaining unit balance to the Transferee Scheme.
13. STP facility will be available to unit holder(s) holding units in non-demat form of the Transferor Scheme(s).
14. STP in a folio of minor will be registered only upto the date of minor attaining majority even though the instruction may be for the period beyond that date.

The AMC / Trustee reserve the right to change / modify the terms and conditions under the STP prospectively at a future date.

### **III. CAPITAL APPRECIATION SYSTEMATIC TRANSFER PLAN (CASTP)**

“Capital Appreciation Systematic Transfer Plan (CASTP)” is a facility wherein unit holder(s) of “Transferor Scheme(s)” and in “Growth Option” of the Fund can opt to automatically invest regularly the capital appreciation amount, subject to a minimum capital appreciation amount of Rs 500 into the “Transferee Scheme(s)” of the Fund which is/are available for investment at that time. CASTP facility will be available to unit holder(s) holding units in non-demat form of the Transferor Scheme(s). Investors may register for CASTP using a prescribed authorize form. CASTP facility is offered by the Scheme subject to following terms and conditions:

Minimum number of installments under CASTP facility: 6

CASTP Frequency: Only Monthly frequency is available.

CASTP Date: 10<sup>th</sup> of every month

#### **Calculation of CASTP:**

Transferor Scheme	Mahindra Manulife “ABC” Fund – Growth option
Transferee Scheme	Mahindra Manulife “XYZ” Fund – Growth Option
Date and Frequency of CASTP	10 <sup>th</sup> – Monthly Interval
Amount of Transfer per installment	Amount of Capital Appreciation
Enrollment Period	January – December

Calculation of CASTP Installment amount on the date of the First installment i.e. 10th February:

- Total Amount Invested on 15th January is assumed as Rs 10,00,000 at a NAV of Rs. 10.5123; the number of units allotted were 95,126.661
- The NAV of Mahindra Manulife “ABC” Fund – Growth Option on 10th February is assumed as Rs 10.5897;

- Hence the market value of the investment in the Transferor Scheme on 10th February, the date of transfer is Rs 1,007,362.80 [95,126.661 x Rs 10.5897]
  - The Amount transferred to Mahindra Manulife “XYZ” Fund (transferee Scheme) is Rs. 7,362.80 (1,007,362.80-10,00,000.00).
  - Because of the above mentioned transaction, the unit balance in the Transferor scheme will be reduced by 695.279 (7,362.80/10.5897) leaving the units balance in the transferor scheme to 94,431.382 (95,126.661-695.279).
1. If any CASTP transaction due date falls on a non-Business Day, then the respective transaction will be processed on the immediately succeeding Business Day.
  2. If the CASTP installment date falls on a non-Business Day for the Transferee scheme and if such date is a Business Day for the Transferor scheme, then the CASTP out transaction will be processed by redeeming units of the Transferor scheme on that Business Day and the CASTP In transaction will be processed by investing the amount in the Transferee scheme on its immediate next Business Day.
  3. In case of Mahindra Manulife ELSS Tax Saver Fund, all CASTP-out transactions shall be processed subject to completion of lock-in period of 3 years from the date of allotment of units. CASTP facility will not be available to enrol in Mahindra Manulife ELSS Tax Saver Fund as a ‘Transferee Scheme’
  4. The provision of “Minimum Redemption Amount” of the designated Transferor Scheme(s) and “Minimum Application Amount” of the designated Transferee Scheme(s) shall not be applicable to CASTP.
  5. If the CASTP period or no. of installments is not specified in the transaction form, the CASTP transactions will be processed until the balance of units in the unit holder’s folio in the Transferor Scheme(s) becomes zero.
  6. The AMC reserves the right to introduce CASTP facility at any other frequencies or on any other dates as the AMC may feel appropriate from time to time.
  7. The load structure in the Transferee Scheme(s) prevailing at time of submission of CASTP application (whether for fresh enrollment or extension) will be applicable for all the investment through CASTP specified in such application.
  8. The CASTP mandate may be discontinued by a Unit holder by giving a written notice of 7 working days to any of the Official Point(s) of Acceptance. CASTP mandate will terminate automatically if there is no Unit balance in the Transferor Scheme(s) on the CASTP transaction date or upon the Mutual Fund receiving a written intimation of death of the sole / 1st Unit holder.
  9. Units marked under lien or pledge in the Transferor Scheme(s) will not be eligible for CASTP.
  10. CASTP facility will be available to unit holder(s) holding units in non-demat form of the Transferor Scheme(s).
  11. CASTP in a folio of minor will be registered only upto the date of minor attaining majority even though the instruction may be for the period beyond that date.

The AMC / Trustee reserve the right to change / modify the terms and conditions under the CASTP prospectively at a future date.

#### IV. FLEX SYSTEMATIC TRANSFER PLAN (FLEX STP)

Flex Systematic Transfer Plan (Flex STP) is a facility wherein unit holder(s) of designated open-ended scheme(s) of the Fund can opt to transfer variable amount(s) linked to value of investments, at pre-determined intervals from designated open-ended Scheme(s) of the Fund (hereinafter referred to as “Transferor Scheme”) to the Growth Option of designated open-ended scheme(s) of the Fund (hereinafter referred to as “Transferee Scheme”). Investors may register for Flex STP using a prescribed form. Flex STP facility is offered by the Scheme subject to following terms and conditions:

Particulars	Frequency available			
	Daily	Weekly	Monthly	Quarterly
Flex STP Transaction Dates	Every Business Day	Any day of the Week (except Saturday & Sunday)	Any Date*	
Minimum no. of installments and Minimum amount per installment	For Mahindra Manulife Asia Pacific REITs FOF 6 installments of Rs. 1000/- each and in multiples of Re.0.01/- thereafter  For schemes other than above mentioned scheme 6 installments of Rs. 500/- each and in multiples of Re.0.01/- thereafter	For Mahindra Manulife Asia Pacific REITs FOF 6 installments of Rs. 1000/- each and in multiples of Re.0.01/- thereafter  For schemes other than above mentioned scheme 6 installments of Rs. 500/- each and in multiples of Re.0.01/- thereafter	For Mahindra Manulife Asia Pacific REITs FOF 6 installments of Rs. 1000/- each and in multiples of Re.0.01/- thereafter  For schemes other than above mentioned scheme 6 installments of Rs. 500/- each and in multiples of Re.0.01/- thereafter	4 installments of Rs.1500/- each and in multiples of Re.0.01/- thereafter

\* In case the chosen Flex STP transaction date falls on a non-Business Day, the respective transaction(s) will be processed on the next Business Day. However, in case the chosen transaction date is not available in a particular month, the transaction will be processed on the last day of that month. E.g., if selected date is 31<sup>st</sup>, STP transaction for the month of September will be processed on 30<sup>th</sup> September. However, if 30<sup>th</sup> September happens to be a Non-Business Day, the STP transaction will be processed on the next Business Day.



Note: Anyone or more Flex STP transaction dates can be selected by the Unit Holders under the Monthly and Quarterly frequencies. Any day of the week or more day(s) can be selected by the Unit Holders under the Weekly frequency.

**Default options:**

Default Frequency – Monthly

Default Date (for both monthly and quarterly frequency) – 10<sup>th</sup>

Default day for weekly frequency – Wednesday

**Calculation of Flex STP**

Under the Flex STP – (as per the Frequency) unit holders will be eligible to transfer fixed amount to be transferred per installment **OR** the amount as determined by the following formula, which is higher:

(Number of installments including the current installment x Fixed amount to be transferred per installment) – market value of the investments through Flex STP in the Transferee Scheme on the date of transfer.

In case of Flex STP, if the amount (as specified by the formula) to be transferred under Flex STP is not available in the Transferor Scheme in the unit holder's account, the residual amount will be transferred to the Transferee Scheme and Flex STP will be terminated.

**Illustration 1: How to calculate the transfer amount?**

**Flex STP Enrollment Details:**

Transferor Scheme	Mahindra Manulife “ABC” Fund – Growth option
Transferee Scheme	Mahindra Manulife “XYZ” Fund – Growth Option
Date and Frequency of Flex STP	15 <sup>th</sup> – Monthly Interval
Amount of Transfer per installment	Rs 5,000/-
Number of Installments	12
Enrollment Period	January – December

Calculation of Flex STP Installment amount on the date of the fourth installment i.e. 15th April:

- Total Units allotted upto the date of last installment i.e. 15th March is assumed as 1,363.636;
- The NAV of Mahindra Manulife XYZ Fund – Growth Option on 15th April is assumed as Rs 10.75 per unit;
- Hence the market value of the investment in the Transferee Scheme on the date of transfer is Rs 14,659.09 [1,363.636 x Rs 10.75]

The installment amount will be calculated as follows:

Fixed Amount specified at the time of enrollment	Rs 5,000/-
OR	
As determined by the formula	$(Rs\ 5,000 \times 4) - Rs\ 14,659.09 = Rs\ 5,340.91$
whichever is higher	

Hence, on 15<sup>th</sup> April, the installment amount transferred to the Transferee Scheme will be Rs 5,340.91

## Illustration 2: How to calculate the transfer amount?

### Flex STP Enrollment Details:

Transferor Scheme	Mahindra Manulife “ABC” Fund
Transferee Scheme	Mahindra Manulife “XYZ” Fund – Growth Option
Date and Frequency of Flex STP	15 <sup>th</sup> – Monthly Interval
Amount of Transfer per installment	Rs 5,000/-
Number of Installments	12
Enrollment Period	January – December

Calculation of Flex STP Installment amount on the date of the fourth installment i.e. 15th April:

- Total Units allotted upto the date of last installment i.e. 15th March is assumed as 1,276.981;
- The NAV of Mahindra Manulife ABC Fund – Growth Option on 15th April is assumed as Rs 12.50 per unit;
- Hence the market value of the investment in the Transferee Scheme on the date of transfer is Rs 15,962.26 [1,276.981 x Rs 12.50]

The installment amount will be calculated as follows:

Fixed Amount specified at the time of enrollment	Rs 5,000/-
OR	
As determined by the formula	$(Rs\ 5,000 \times 4) - Rs\ 15,962.26 = Rs\ 4,037.74$
whichever is higher	

Hence, on 15<sup>th</sup> April, the installment amount transferred to the Transferee scheme will be Rs 5,000/-

Note: The Flex STP installment dates in the illustrations above are assumed to be Business Days.

The total Flex STP amount invested in the Transferee Scheme shall not exceed the total enrollment amount i.e. amount per installment X number of installments.

The amount transferred under the Flex STP from the Transferor Scheme to the Transferee Scheme shall be effected by redeeming units of Transferor Scheme at Applicable NAV, after payment of Exit Load, if any, and subscribing to the units of the Transferee Scheme at Applicable NAV in respect of each Flex STP investment.

1. If any Flex STP transaction due date falls on a non-Business Day, then the respective transactions will be processed on the immediately succeeding Business Day.
2. If the Flex-STP installment date falls on a non-Business Day for the Transferee scheme and if such date is a Business Day for the Transferor scheme, then the Flex-STP-out transaction will be processed by redeeming units of the Transferor scheme on that Business Day and the Flex-STP -In transaction will be processed by investing the amount in the Transferee scheme on its immediate next Business Day.

3. In case of Mahindra Manulife ELSS Tax Saver Fund, all Flex STP-out transactions shall be processed subject to completion of lock-in period of 3 years from the date of allotment of units. Flex STP facility will not be available to enrol in Mahindra Manulife ELSS Tax Saver Fund as a 'Transferee Scheme'
4. The provision of "Minimum Redemption Amount" of the designated Transferor Scheme(s) and "Minimum Application Amount" of the designated Transferee Scheme(s) shall not be applicable to Flex STP.
5. If the Flex STP period or no. of installments is not specified in the transaction Form, the Flex STP transactions will be processed until the balance of units in the unit holder's folio in the Transferor Scheme becomes zero.
6. Flex STP registered for more than one day or all days in a week under Weekly option and for more than one date or all dates of the month under the Monthly/Quarterly frequency will be considered as separate Flex STP instruction for the purpose of fulfilling the criteria under "Minimum no. of installments" section above.
7. The AMC reserves the right to introduce Flex STP facility at any other frequencies or on any other dates as the AMC may feel appropriate from time to time.
8. The load structure in the Transferee Scheme prevailing at time of submission of Flex STP application (whether for fresh enrollment or extension) will be applicable for all the investment through Flex STP specified in such application.
9. The Flex STP mandate may be discontinued by a Unit holder by giving a written notice of 7 working days to any of the Official Point(s) of Acceptance. Flex STP mandate will terminate automatically if there is no Unit balance in the Transferor Scheme on the Flex STP transaction date or upon the Mutual Fund receiving a written intimation of death of the sole / 1st Unit holder.
10. Units marked under lien or pledge in the Transferor Scheme will not be eligible for Flex STP.
11. In case the unit balance in the Transferor Scheme is lesser than amount specified by the unit holders for Flex STP, the AMC will transfer remaining unit balance to the Transferee Scheme.
12. Flex-STP facility will be available to unit holder(s) holding units in non-demat form of the Transferor Scheme(s).
13. Flex STP in a folio of minor will be registered only upto the date of minor attaining majority even though the instruction may be for the period beyond that date.

The AMC / Trustee reserve the right to change / modify the terms and conditions under the Flex STP prospectively at a future date.

## **V. SYSTEMATIC WITHDRAWAL PLAN (SWP)**

SWP is a facility that enables Unitholders to withdraw specified amounts from the Scheme on a recurrent basis for a specified period at specified frequency by providing a single mandate/ standing instruction. The amount thus withdrawn by redemption will be converted into Units at Applicable NAV based prices and the number of

Units so arrived at will be subtracted from the Units balance to the credit of that Unitholder. Investors may register for SWP using a prescribed enrollment form. SWP facility is offered by the Scheme subject to the following terms and conditions:

Particulars	Frequency available			
	Monthly	Quarterly	Half-Yearly	Annual
SWP Transaction Dates	Any Date*			
Minimum no. of instalments and Minimum amount per instalment	2 instalments of Rs. 500/- each and in multiples of Re. 1/- thereafter  For Mahindra Manulife Asia Pacific REITs FOF 2 instalments of Rs. 1000/- each and in multiples of Re. 1/- thereafter			

\* In case the chosen SWP date falls on a non-Business Day, the respective transaction(s) will be processed on the next Business Day. However, in case the chosen transaction date is not available in a particular month, the transaction will be processed on the last day of that month. E.g., if selected date is 31st, SWP transaction for the month of September will be processed on 30th September. However, if 30th September happens to be a Non-Business Day, the SWP transaction will be processed on the next Business Day.

#### Default options

Default Frequency – Monthly

Default Date (for all frequencies) – 10<sup>th</sup>

1. If the SWP period or no. of instalments is not specified in the transaction Form, the SWP transactions will be processed until the balance of units in the unit holder's folio in the Scheme becomes zero.
2. The load structure applicable to the Scheme prevailing at the time of enrollment will be applicable for all SWP transactions under the mandate.
3. The SWP mandate may be discontinued by a Unit holder by giving a written notice of at least 7 working days prior to the next SWP transaction date. SWP mandate will terminate automatically if all Units held by the unitholder in the Scheme are redeemed or upon the Mutual Fund receiving a written intimation of death of the sole / 1st Unit holder.
4. The AMC reserves the right to introduce SWP facility at any other frequencies or on any other dates as the AMC may feel appropriate from time to time.
5. Units marked under lien or pledge in the Scheme will not be eligible for SWP.
6. SWP in a folio of minor will be registered only upto the date of minor attaining majority even though the instruction may be for the period beyond that date.
7. SWP registered for more than one date or all dates of the month under the Monthly/Quarterly/Half – Yearly/Annual frequency will be considered as separate SWP instructions for the purpose of fulfilling the “Minimum no. of installments” criteria.

The AMC / Trustee reserve the right to change / modify the terms and conditions under the SWP prospectively at a future date.

Please refer to SIP/ SWP Enrollment Form for terms and conditions before enrollment.

## **VI. Transfer of Income Distribution cum Capital Withdrawal / IDCW Transfer Plan (IDCWTP)**

IDCW Transfer Plan (IDCWTP) is a facility wherein unit holder(s) of "Transferor Scheme(s)" of the Fund can opt to automatically invest the IDCW subject to a minimum IDCW amount of Rs 500 (as reduced by the amount of applicable statutory levy) declared by the eligible Transferor Scheme(s) into the "Transferee Scheme(s)" of the Fund. IDCWTP facility will be available to unit holder(s) holding units in non-demat form under the IDCW Option of the Transferor Scheme(s). However, the IDCWTP facility will not be available to unit holder(s) under the Daily and Weekly IDCW Option in the Transferor Scheme(s). The IDCW amount to be invested under the IDCWTP from the Transferor Scheme to the Transferee Scheme shall automatically be invested by subscribing to the units of the Transferee Scheme on the immediate next Business Day after the Record Date at the applicable NAV of the Transferee Scheme. Investors may register for IDCWTP using a prescribed enrollment form. IDCWTP facility is offered by the Scheme subject to following terms and conditions:

1. The IDCWTP mandate will be processed for a minimum of 6 installments. If the IDCWTP period or no. of installments is not specified in the enrollment form, the IDCWTP transactions will be processed until the balance of IDCW reinvested units in the unit holder's folio in the Transferor Scheme becomes zero.
2. The AMC reserves the right to introduce IDCWTP facility in other IDCW options / sub-options, as the AMC may feel appropriate from time to time.
3. Mahindra Manulife ELSS Tax Saver Fund shall not be available as an eligible "Transferee Scheme" under the IDCWTP mandate.
4. The load structure in the Transferee Scheme prevailing at time of submission of IDCWTP application will be applicable for all the investment through IDCWTP specified in such application.
5. The IDCWTP mandate may be discontinued by a Unit holder by giving a written notice of 7 working days to any of the Official Point(s) of Acceptance. IDCWTP mandate will terminate automatically if there is no Unit balance in the Transferor Scheme or upon the Mutual Fund receiving a written intimation of death of the sole / 1st Unit holder.
6. Any IDCW declared on Units marked under lien or pledge in the Transferor Scheme will not be eligible for IDCWTP.
7. Unit holder(s)' enrollment under the IDCWTP facility will automatically override any previous instructions for 'IDCW Payout' or IDCW Reinvestment' facility in the Transferor Scheme.
8. IDCWTP in a folio of minor will be registered only upto the date of minor attaining majority even though the instruction may be for the period beyond that date.

The AMC / Trustee reserve the right to change / modify the terms and conditions under the IDCWTP prospectively at a future date.

For updated list of eligible Transferor Scheme(s) and Transferee Scheme(s), the Unit holders are advised to contact nearest Investor Service Centre (ISC) of Mahindra Manulife Mutual Fund or their distributors or visit our website [www.mahindramanulife.com](http://www.mahindramanulife.com).

Please refer to SIP/STP/CASTP/Flex STP/SWP/IDCWTP Enrollment Form for terms and conditions before enrollment.

## **VII. SWITCHING OPTIONS**

### **a) Inter - Scheme Switching option**

Unitholders under the Scheme have the option to Switch part or all of their Unitholdings in the Scheme to any other Scheme offered by the Mutual Fund from time to time. The Mutual Fund also provides the Unitholders the flexibility to Switch their investments from any other scheme(s) / plan (s) offered by the Mutual Fund to this Scheme. This option will be useful to Unitholders who wish to alter the allocation of their investment among the scheme(s) / plan(s) of the Mutual Fund in order to meet their changed investment needs.

The Switch will be effected by way of a Redemption of Units from the Scheme at Applicable NAV, subject to Exit Load, if any and reinvestment of the Redemption proceeds into another Scheme offered by the Mutual Fund at Applicable NAV and accordingly the Switch must comply with the Redemption rules of the Switch out Scheme and the Subscription rules of the Switch in Scheme.

### **b) Intra -Scheme Switching option**

Unitholders under the Scheme have the option to Switch their Unit holding from one plan/option to another plan/option (i.e. Regular Plan to Direct Plan and Growth option to IDCW option and vice-a-versa), of respective units. The Switches would be done at the Applicable NAV based prices and the difference between the NAVs of the two options will be reflected in the number of Unit allotted.

Switching shall be subject to the applicable “Cut off time and Applicable NAV” stated elsewhere in the SID of the scheme. In case of “Switch” transactions from one scheme to another, the allocation shall be in line with Redemption payouts.

## **VIII. Application / Transactions through Fax mode:**

Subject to the investor fulfilling certain terms and conditions as stipulated by the AMC from time to time, the AMC, Mutual Fund, or any other agent or representative of the AMC, Mutual Fund (“the Recipient”) may accept and process any application, supporting documents and / or instructions submitted by an investor / Unit holder by facsimile (“Fax Submission”) and the investor / Unit holder voluntarily and with full knowledge takes and assumes any and all risk associated therewith.

- The Recipient shall have no obligation to check or verify the authenticity or accuracy of Fax Submission purporting to have been sent by the investor and may act thereon as if same has been duly given by the investor. The investor shall also dispatch the original transaction instructions along with necessary relevant documents.
- The original of the transaction instructions shall clearly bear on every page the statement “Already Faxed. For Record Purpose”. Any failure to do so on part of the investor might result in duplication in processing of transaction and the AMC shall not be held liable as such.
- The investor acknowledges that the Fax Submission is not a secure means of giving instructions / transactions requests and that the investor is aware of the risks involved including those arising out of such

transmission being inaccurate, imperfect, ineffective, illegible, having a lack of quality or clarity, garbled, altered, distorted, not timely etc.

- The investor authorizes the Recipient to accept and act on any Fax Submission which the Recipient believes in good faith to be given by the investor and the Recipient may treat any such transaction as if the same was given to the Recipient under the investor's original signature. The investor accepts that the Fax Submission shall not be considered until time stamped as a valid transaction request in the Scheme in line with SEBI regulations.
- The Recipient will also not be liable in the case where the transaction sent or purported to be sent is not processed on account of the fact that it was not received by the Recipient. In case there is any difference between the particulars mentioned in the Fax Submission received as against the original document which may be received thereafter, the Recipient shall not be liable for any consequences arising therefrom.
- The investor agrees that the Recipient may adopt additional security measures including signature verification, telephone call backs or a combination of the same, which may be recorded and the investor consents to such recording and agrees to co-operate with the Recipient to enable confirmation of such transaction requests.
- The AMC reserves the right to modify the terms and conditions or to discontinue the facility at any point of time.

Please refer SID(s) of scheme(s) of the Fund to know about eligible debt scheme(s) offering the above facility.

## ➤ **SPECIAL PRODUCTS /FACILITIES AVAILABLE DURING NFO PERIOD**

### **I. Switching Option**

Switch request will be accepted upto 3.00 p.m. on the last day of the NFO. The investors will be able to invest in the NFO under the Scheme(s) by switching part or all of their Unit holdings, if any, held in the respective option(s) /plan(s) of the existing scheme(s) of the Mutual Fund (subject to completion of lock-in period, if any, of the Units of the scheme(s) from where the Units are being switched).

The Switch will be effected by way of a Redemption of Units from the Scheme/ Plan and a reinvestment of the Redemption proceeds in the Scheme and accordingly, to be effective, the Switch must comply with the Redemption rules of the Scheme/ Plan and the issue rules of the Scheme (e.g. as to the minimum number of Units that may be redeemed or issued, Exit Load etc). The price at which the units will be switched - out will be based on the redemption price of the Scheme from which switch - out is done and the proceeds will be invested into the Scheme at the NFO Price.

The Switch request can be made on a pre-printed form or by using the relevant tear off section of the Transaction Slip enclosed with the Account Statement, which should be submitted at any of the ISCs.

### **II. Applications Supported by Blocked Amount (ASBA) facility**

ASBA facility will be provided to the investors subscribing to NFO of the Scheme. It shall co-exist with the existing process, wherein cheques / demand drafts are used as a mode of payment. For details, please refer to the Section "Applications Supported by Blocked Amount (ASBA) facility.

### III. Auto Switch Facility

An Auto Switch Facility (**“the facility”**) is a facility using which the investors can opt to invest in select debt scheme(s) of the Fund (please refer SID(s) of scheme(s) of the Fund to know about eligible debt scheme(s) offering the facility) and schedule a switch out to transfer such investment to another newly launched scheme of the Fund (**“Target Scheme”**), during New Fund Offer (NFO) period of the Target Scheme.

The facility is offered by the eligible scheme(s) subject to following terms and conditions:

1. The facility shall be available only during the NFO period of the Target Scheme i.e., an Auto Switch Facility Enrolment Form (**“Enrolment Form”**) will only be accepted during the NFO period of the Target Scheme.
2. The facility shall be allowed only under the Growth Option of the eligible debt scheme(s) of the Fund.
3. The facility shall be available only for units held in physical mode under the eligible debt scheme(s) of the Fund.
4. New / First Time Investors and investors desirous of opening a new folio are required to fill the Common Application Form along with the Enrolment Form.
5. In case of existing investments in the eligible debt scheme(s) of the Fund. and additional purchase(s) through the facility, the switch will be effected on First In First Out (FIFO) basis and only to the extent of the additional units purchased through the facility.
6. The switch transaction under the facility will be processed on the last date of the NFO of the Target Scheme wherein units acquired under the facility will be switched out from the eligible debt scheme(s) of the Fund at the applicable NAV of that business day. Units in the Target Scheme will be allotted at the NFO price of the Target Scheme on the allotment date under the same folio number.
7. Units applied and allotted upto a cut-off NAV date through the Enrolment Form in the eligible debt scheme(s) of the Fund will only be considered for the facility. Any prior/subsequent units held by the unit holder(s) in the eligible debt scheme(s) of the Fund shall not be considered for the purpose of the facility. For the applicable cut-off NAV date, please refer the **“Terms and Conditions”** section in the Enrolment form.
8. The Enrolment Form once submitted cannot be cancelled.
9. Investors are required to maintain clear balance in accordance with amount specified in the Enrolment Form on the date of execution of switch transaction under the facility (**“execution date”**). In case of insufficient balance in the folio due to partial redemption from the eligible debt scheme(s) of the Fund before the execution date, the application for auto switch (to the Target Scheme) will be rejected and the balance units will be retained in the respective the eligible debt scheme(s).
10. The facility will not be available for the units which are under any lien, pledged or under any lock-in period or marked with other encumbrances
11. The applications which are not complete in all respects, are liable for rejection either at the collection center itself or subsequently after detailed scrutiny/ verification at the back office of the Registrar.
12. The auto switch request will be processed subject to fulfillment of the **“Minimum amount for purchase/redemption/switches”** criteria as mentioned in the Scheme Information Document of the respective eligible debt scheme(s) of the Fund and Target Scheme, as applicable. In case, the minimum application amount requirement is not met, the application will be rejected.
13. Investors are requested to clearly mention the Plan and the Option of the Target Scheme in which investment through switch-in route is to be made. In case of any ambiguity, the application will be liable



to be rejected. In the absence of clear indication as to the choice of Plan (Regular or Direct) / Option (Growth or Income Distribution cum Capital Withdrawal Payout/Reinvestment), by default, the units will be allotted under the Direct Plan and Growth Option of the Target Scheme.

14. Switch-out from the eligible debt scheme(s) of the Fund shall be subject to applicable taxes and exit load, if any.

The AMC / Fund reserves the right to amend/terminate the facility or extend or limit the facility on such terms and conditions as maybe decided from time to time subject to SEBI (MF) Regulations and circulars/guidelines issued by SEBI from time to time.

Investors are requested to refer to the Auto Switch Facility Enrolment Form available on the Fund's website viz. [www.mahindramanulife.com](http://www.mahindramanulife.com) or with ISCs, for the latest terms and conditions, before enrolling. Investors shall note that the said Auto Switch Facility Enrolment Form shall be available on the website of the Fund only during the NFO Period of Target Scheme(s) launched by the Fund from time to time.

## **B. DEFAULT SCENARIOS AVAILABLE TO THE INVESTORS UNDER PLANS/OPTIONS OF THE SCHEMES.**

### **Default Plan**

Investors subscribing under Direct Plan of the Scheme(s) will have to indicate "Direct Plan" against the Scheme name in the application form. However, if distributor code is mentioned in application form, but "Direct Plan" is mentioned against the Scheme name, the distributor code will be ignored and the application will be processed under "Direct Plan". Further, where application is received for regular Plan without Distributor code or "Direct" mentioned in the ARN Column, the application will be processed under Direct Plan.

The below table summarizes the procedures which would be adopted by the AMC for applicability of Direct Plan / Regular Plan, while processing application form/transaction request under different scenarios:

<b>Sr . No</b>	<b>AMFI Registration Number (ARN) Code mentioned in the application form / transaction request</b>	<b>Plan as selected in the application form / transaction request</b>	<b>Transaction shall be processed and Units shall be allotted under</b>
1	Not mentioned	Not mentioned	Direct Plan
2	Not mentioned	Direct	Direct Plan
3	Not mentioned	Regular	Direct Plan
4	Mentioned	Direct	Direct Plan
5	Direct	Not mentioned	Direct Plan
6	Direct	Regular	Direct Plan
7	Mentioned	Regular	Regular Plan
8	Mentioned	Not mentioned	Regular Plan

In case of invalid ARN code mentioned on the application form, the application shall be processed under Direct Plan. In case of transactions received from the stock exchange platforms in Demat mode or through any other online platforms with invalid ARN, then the transaction shall be rejected instead of processing under Direct Plan.

If the ARN is invalid as on the date of SIP & STP registration, such registration and future transactions thereunder shall be processed under Direct Plan. In case the EUIN is invalid/missing, the transaction shall be processed under Regular Plan. For such cases, the investor/distributor shall be given a period of 30 days from the date of transaction for remediation of EUIN and the investor shall either provide a different EUIN linked to the ARN or switch to Direct Plan.

Note: Invalid ARN has been defined to include following situations - ARN validity period expired, ARN cancelled /terminated, ARN suspended, ARN Holder deceased, Nomenclature change (as required pursuant to SEBI (Investment Advisers) Regulations, 2013) and not complied by the Mutual Fund Distributor ('MFD'), MFD is debarred by SEBI, ARN not present in AMFI ARN database, ARN not empanelled with the AMC.

**For Default Option / Facility under the Plan(s), please refer the SID(s) of respective Scheme(s) of the Fund.**

## **VII. RIGHTS OF UNITHOLDERS OF THE SCHEME**

1. Unit holders of the schemes have a proportionate right in the beneficial ownership of the assets of the schemes.
2. When the Mutual Fund declares an Income Distribution cum Capital Withdrawal (IDCW)/dividend under a scheme, the payment of IDCW proceeds shall be made within 7 working days from the record date.
3. On acceptance of the application for subscription, an allotment confirmation/account statement specifying the number of units allotted by way of e-mail and/or SMS within 5 business days from the date of receipt of transaction request will be sent to the Unitholders registered e-mail address and/or mobile number.
4. Where investors / Unitholders, have provided an email address, an account statement reflecting the units allotted to the Unitholder shall be sent by email on their registered email address. The Unitholder may request for a physical account statement by writing / calling the AMC / ISC / RTA. The AMC shall dispatch an account statement within 5 Business Days from the date of the receipt of request from the Unit holder.
5. For investors/ Unitholders having any security in dematerialized form and having Mutual Fund folios:
  - a. The depositories shall dispatch the Consolidated Account Statement (CAS) within 15 days from the month end where there are transactions either in MF or Demat account based on the data provided by MF Registrar & Transfer Agent (RTA) in respect of MF units.
  - b. In case of no transactions in either MF or Demat account, CAS shall be sent on a Half- yearly basis showing the holding details by the Depositories.
6. For investors/ Unitholders having no demat account, CAS for each calendar month shall be issued, on or before fifteenth day of succeeding month, detailing all the transactions and holding at the end of the month including the total purchase value / cost of investment in each scheme and transaction charges (if any) paid to the distributor, across all schemes of all mutual funds, to all the investors in whose folios transaction has taken place during that month. The AMC shall identify common investors across fund houses by their permanent account number (PAN) for the purposes of sending CAS. In the event the account has more than one registered holder, the first named Unitholder shall receive the CAS.

Pursuant to clause 14.3.3.4 of SEBI Master Circular, following additional disclosure(s) shall be provided in CAS issued for the half year (ended September / March):

- a. The amount of actual commission paid by the AMCs /Mutual Funds (MFs) to distributors (in absolute terms) during the half-year period against the concerned investor's total investments in each MF Scheme. The term 'commission' here refers to all direct monetary payments and other payments made in the form of gifts / rewards, trips, event sponsorships etc. by the AMCs /MFs to the distributors. Further, the commission disclosed in CAS shall be gross commission and shall not exclude costs incurred by distributors such as service tax/Goods and Service Tax (GST) (wherever applicable, as per existing rates), operating expenses, etc.

- b. The scheme's average total expense ratio (in percentage terms) along with the break up between Investment and Advisory fees, Commission paid to the distributor and Other expenses for the period for the scheme's applicable plan (regular or direct or both) where the concerned investor has actually invested in.

Such half-yearly CAS shall be issued to all MF investors, excluding those investors who do not have any holdings in MF schemes and where no commission against their investment has been paid to distributors, during the concerned half-year period.

A CAS detailing holding across all schemes at the end of every six months (i.e. September/ March), on or before 21<sup>st</sup> day of succeeding month, to all such Unitholders holding units in non- demat form in whose folios no transaction has taken place during that period shall be sent by email.

For more details, please refer point 1 under 'Disclosures and Reports by the Fund' of this document.

7. The Mutual Fund shall dispatch Redemption proceeds within 3 working Days of receiving the Redemption request. However, in the following exceptional scenarios, the timelines provided against each of these scenarios would be applicable:
- (i) For schemes investing at least 80% of total assets in permissible overseas investments (as prescribed under clause 12.19 of SEBI Master Circular), repurchase proceeds to the unitholders shall be made within 5 working days from the date of redemption or repurchase. Accordingly, the said timelines would apply for transfer of redemption proceeds under Mahindra Manulife Asia Pacific REITs FOF (An open-ended fund of fund scheme investing in Manulife Global Fund – Asia Pacific REIT Fund).
  - (ii) Pursuant to clause 14.1.3 of SEBI Master Circular, AMFI vide its communication no. AMFI/35P/MEM-COR/74/2022-23 dated January 16,2023 has provided certain exceptional circumstances wherein the additional timelines shall be applicable as follows:

S.No	Exceptional Situations	Additional Timelines allowed
1.	<p>Payment of redemption proceeds through physical instruments (cheque / DD) where electronic fund transfer is not possible (such as old / non-Core Banking account / IFSC non-available records / IMPS failed records for reasons like name mismatch*, technical error / Investor Bank not participating in Electronic Fund transfers or failure of electronic credit for any reason which are at the bank's end.</p> <p><i>* Name mismatch typically occurs where the bank account is held jointly, but the 1st holder in MF Folio may not be first holder in the bank account or the investor's name in MF folio and his/her bank account may not be exactly identical e.g., MF folio is held by A+B, but the bank account is in the</i></p>	Additional 2 working days

S.No	Exceptional Situations	Additional Timelines allowed
	<p><i>name of B +A; OR the name as per bank a/c &amp; MF folio are recorded a bit differently e.g.,</i></p> <p><i>(i) Given Name + Middle Name + Surname</i></p> <p><i>(ii) Given Name + Surname</i></p> <p><i>(iii) Surname + Given Name etc.</i></p>	
2.	Redemption in case of funds where payout schedule of underlying instruments/ funds is different e.g., Domestic Fund of Funds, Overseas funds, Overseas FOF scheme, wherein the redemption proceeds can be paid after 1 day of payout schedule	<p>Additional 1 working day after receiving proceeds from underlying instruments /schemes for electronic payouts.</p> <p>{For physical payouts, i.e., issuance and dispatch of cheque/ DD, additional days as per (i) above would also be allowed, after receiving proceeds from underlying instruments/ schemes}.</p> <p>For example, in case of Domestic FoFs, where funds are received on T+3 days, timeline applicable would be –</p> <p>a) T+4 days for Electronic payment; and</p> <p>b) T+6 days physical payout.</p>
3.	On such days, where it is a bank holiday in some or all the states, but a business day for the stock exchanges	Additional 1 working day following the bank holiday(s) in the State where the investor has bank account.
4	Exceptional circumstances such a sudden declaration of a business day as a holiday (as it happened on the day the famous singer Lata Mangeshkar passed away) or as a non-business day due to any unexpected reason / Force Majeure events.	In all such exceptional situations, the timelines prescribed in clause 14.1.1 and 14.1.2 of SEBI Master Circular shall be counted from the date the situation becomes normal.
5	In all such cases where a request for Change of Bank account has been received just prior to (upto 10 days prior) OR simultaneously with redemption request.	<p>In all such cases, the AMCs / RTAs can make the redemption payment after the cooling off period of 10 days from the date of receipt of COBM.</p> <p>The redemption transaction shall be processed as per the applicable NAV on the basis time stamp.</p> <p>The credit may either be given in the existing bank account or the new bank account post</p>

S.No	Exceptional Situations	Additional Timelines allowed
		due diligence within 1 working day after cooling off period.
6	Need for additional due diligence in instances such as Transmission reported in one fund, but not in the current fund, proceedings by Income Tax authorities, Folio under lock/bank lien etc.	Additional 3 working days

Note: AMC shall endeavor to make IDCW / Redemption payments vide electronic transfers into bank account of the investor. Physical dispatch of payment instruments shall be made due to lack of complete and correct bank details, where electronic transfer to bank account of investor is not possible and in any other exceptional circumstances for which reasons to be recorded

8. The Trustee is bound to make such disclosures to the Unit holders as are essential in order to keep the unitholders informed about any information known to the Trustee which may have a material adverse bearing on their investments.
9. The appointment of the AMC for the Mutual Fund can be terminated by majority of the Directors of the Trustee Board or by 75% of the Unit holders of the schemes.
10. 75% of the Unit holders of a scheme can pass a resolution to wind- up the scheme.
11. The Trustees shall obtain the consent of the Unit holders:
  - whenever required to do so by SEBI, in the interest of the Unit holders;
  - whenever required to do so if a requisition is made by three- fourths of the Unit holders of the Scheme(s);
  - when the majority of the trustees decide to wind up a scheme in terms of clause (a) of sub regulation (2) of regulation 39 or prematurely redeem the units of a close ended scheme .
12. The Trustees shall ensure that no change in the fundamental attributes of the Scheme and the Plan(s)/Option(s) thereunder or the trust or the fees and expenses payable or any other change which would modify the Scheme and the Plan(s)/Option(s) thereunder and affect the interest of the unit holders is carried out by the AMC, unless the AMC ensures compliance with requirements listed here under -
  - i. SEBI has reviewed and provided its comments on the proposal
  - ii. A written communication about the proposed change is sent to each Unit holder and an advertisement is given in one English daily newspaper having nationwide circulation as well as in a newspaper published in the language of the region where the Head Office of the Mutual Fund is situated; and
  - iii. The Unit holders are given an option for a period of 30 calendar days to exit at the prevailing Net Asset Value without any Exit Load.
13. In specific circumstances, where the approval of unit holders is sought on any matter, the same shall be obtained by way of a postal ballot or such other means as may be approved by SEBI.

## **VIII. INVESTMENT VALUATION NORMS FOR SECURITIES AND OTHER ASSETS**

### **I. Introduction**

SEBI vide Gazette Notification no. LAD-NRO/GN/2011-12/38/4290, dated February 21, 2012 amended Regulation 25, 47 and the Eighth Schedule titled **‘Investment Valuation Norms’** under SEBI (Mutual Funds) Regulations, 1996 (“the Regulations”) to introduce the overarching principles namely **‘Principles of Fair Valuation’ and subsequent amendments thereof** in order to ensure fair treatment to all investors (including existing as well as new investors) seeking to purchase or redeem the units of the scheme(s) at all points of time. In the event of a conflict between the principles of fair valuation and valuation guidelines prescribed by SEBI under the Regulations, the principles of fair valuation shall prevail.

In order to ensure transparency of valuation norms to be adopted by the asset management company for valuing the securities, it is mandated by SEBI for AMC to disclose their valuation policy and procedures as approved by the Board of AMC on the website of the AMC/Mutual Fund, etc. It is in this context that this Investment Valuation Policy & Procedures is prepared and disclosed by Mahindra Manulife Investment Management Private Limited (‘AMC’) for the benefit of investors of the Scheme(s) of Mahindra Manulife Mutual Fund (‘Fund’). This Investment Valuation Policy & Procedures is subject to review and change from time to time.

### **II. Purpose**

The purpose of the Valuation policy and procedures (‘the Policy’) adopted by the Investment Manager for valuation of investments made by the Scheme(s) is primarily to-

- Describe the methodologies used for valuing each type of securities/assets held by the Scheme(s);
- Ensure that the securities/assets are consistently valued as per the approved methodology/is.
- Ensure the appropriateness and accuracy of the methodologies used and its effective implementation in valuing the securities/assets;
- Describe the process to deal with the exceptional events;
- Seek to address the conflict of interest;
- Devise process to detect and prevent incorrect valuation;
- Ensure transparency by making appropriate disclosures.

Therefore, the main purpose of the Policy is to ensure fair treatment to all investors (including existing as well as new investors) seeking to purchase or redeem the units of the Scheme(s) of Mahindra Manulife Mutual Fund at all points of time.

### **III. Valuation Committee**

#### **(i) Valuation Committee shall comprise of the following personnel**

- a. Chief Executive Officer (CEO)
- b. Chief Investment Officer –Equity (CIO -Equity)
- c. Chief Financial Officer (CFO)
- d. Chief Investment Officer –Fixed Income (CIO -Fixed Income)
- e. Fund Managers (Equity and Fixed Income)
- f. Head -Fund Operations
- g. Head – Compliance
- h. Head – Chief Risk Officer

**(ii) Following is the scope of the Valuation Committee**

- a. Recommendation and drafting of valuation policy for the AMC / Trustees Board approval;
- b. Periodical review of existing valuation policy;
- c. Review the accuracy and appropriateness of methods used in arriving at the fair value of securities and recommend changes if any;
- d. Lay down procedures to detect and prevent incorrect valuation;
- e. Recommend valuation method during exceptional events;
- f. Recommend valuation methodology for new type of security;
- g. Report to the Boards of the AMC and Trustee regarding any deviations or incorrect valuations.

**(iii) Quorum**

3 members, provided that one among the CIO -Equity, CIO – Fixed Income and the senior most Fund Manager for Equity or Fixed Income, is present along with the CEO of the AMC to complete the quorum. Further provided that for all equity related matters the CIO – Equity / Senior Fund Manager - Equity is present and for all fixed income related matters, the CIO – Fixed Income / Senior Fund Manager -Fixed Income is present.

Resolution by circulation can be considered as approved upon receipt of approval by at least 50% of the Valuation Committee members including (i) the Chief Executive Officer and Managing Director; and (ii) CIO – Equity (for matters pertaining to equity segment) OR CIO – Fixed Income (for matters pertaining to fixed income segment).

**(iv) Frequency – As and when required**

**(v) Effective date - This Policy is applicable with effect from January 01, 2025**

**IV. Policy, Procedure & Methodology for valuation of securities/assets**

- (i) Detailed security / asset-wise valuation policy, procedure & methodology for each type of investment made by the scheme(s) of Mahindra Manulife Mutual Fund are described in **Annexure I**.
- (ii) The Boards of Mahindra Manulife Investment Management Private Limited ('AMC') and Mahindra Manulife Trustee Private Limited ('Trustee') shall approve the valuation methodologies for any investments in new securities/assets (other than those mentioned in **Annexure I**).
- (iii) Further, the investments held by schemes of Mahindra Manulife Mutual Fund would normally be valued according to the Valuation Guidelines specified by SEBI from time to time. In case of any conflict between the Principles of Fair Valuation as detailed above and valuation guidelines specified by SEBI, the Principles of Fair Valuation shall prevail.

**V. Exceptional events:**

The Boards of the AMC and Trustee authorize the Valuation Committee to determine the exceptional events and devise the process to deal with the exceptional events. Given the exceptional nature of the events, it is not possible to define a standard methodology to be adopted for fair valuation of securities/assets for such events.



The illustrative list of exceptional events is provided in **Annexure II**.

The Valuation Committee shall identify and monitor exceptional events and recommend appropriate procedures / methodologies with necessary guidance from the Boards of the AMC and Trustee, wherever required, and get the same ratified.

#### **VI. Inter scheme Transfers:**

Inter-scheme transfers will be done in line with regulatory requirements and applicable internal policies as determined by the Valuation Committee. The inter scheme transfers shall be priced as per the policy and procedures mentioned in **Annexure III**.

#### **VII. Conflict of Interest:**

The implementation of valuation policy and methodologies as adopted / authorized by the Boards of the AMC and Trustee shall be reviewed by the Valuation Committee. The Valuation Committee will be responsible for addressing areas of conflict of interest and therein recommend changes, if any, in policy/methodology. The same shall be ratified by the Boards of the AMC and Trustee.

#### **VIII. Deviation:**

##### Equity and Other Securities:

Deviation in the valuation policy and procedures in the case of equity and other securities shall be allowed only with the prior approval of the Valuation Committee followed by reporting to the Boards of the AMC and Trustee. Such deviations shall be appropriately disclosed to the investors as may be decided by the Valuation Committee.

##### Debt and Money Market Securities:

In case of debt and money market securities (including below investment grade or default securities), the AMC may deviate from the indicative haircuts and or the valuation price provided by the valuation agencies, subject to the following:

- a) Such deviation shall be allowed only with the prior approval of the Valuation Committee and the detailed rationale for each instance of deviation shall be recorded by the Valuation Committee.
- b) The rationale for deviation along-with details such as information about the security (ISIN, issuer name, rating etc.), price at which the security was valued vis-a-vis the price post haircuts or the average of the price provided by the valuation agencies (as applicable) and the impact of such deviation on scheme NAV (in amount and percentage terms) shall be reported to the Boards of the AMC and Trustee.
- c) The rationale for deviation along-with afore mentioned details shall also be disclosed to investors immediately and prominently, including instances of deviations under a separate head on the website of the AMC. Further, while disclosing the total number of instances of deviation in the monthly and half-yearly portfolio statements, the AMC shall also provide the exact link to their website for accessing the information.

## **IX. Record Maintenance:**

The AMC shall maintain and preserve documentation for valuation (including inter scheme transfers) either in electronic or physical form for a period of 8 years or such period as specified by SEBI from time to time.

## **X. Periodic Review:**

In order to ensure the appropriateness and accuracy of the methodologies as mentioned above and its effective implementation, the valuation policies and procedures will be reviewed at least once in a Financial Year by an Independent Auditor to ensure the same continue to be appropriate.

## **XI. Disclosure:**

In order to ensure transparency of valuation norms adopted by the AMC, the valuation policy and procedures shall be disclosed in the Statement of Additional Information (SAI), on the website and at any other place as may be specified by SEBI.

## **Annexure I:**

### **Detailed security/asset-wise valuation policy, procedure & methodology for Investments made by the Mahindra Manulife Mutual Fund:**

The valuation policy, procedure & methodology adopted by the Investment Manager for investments in securities/assets made by the Scheme(s) are as under:

#### **I. Equity & Equity Related Instruments**

<b>Security Type</b>	<b>Valuation Policy</b>
Listed Equity Shares / Preference Shares / Warrants / Rights	<p>On a particular valuation day, these securities will be valued at the last quoted closing price on the principal stock exchange i.e. National Stock Exchange (NSE). If a security is not traded on NSE, it will be valued at the last quoted closing price on the BSE Limited (BSE). If a security is not traded on NSE and BSE, it will be valued at the last quoted closing price on other recognised stock exchange where the security is traded. If the security is traded on more than one recognised stock exchanges (other than NSE and BSE), it will be valued at the last quoted closing price on the stock exchange as may be selected by the Valuation Committee, and the reasons for such selection will be recorded in writing.</p> <p>If a security is not traded on any stock exchange on a particular valuation day, the last quoted closing price on NSE or BSE or other recognized stock exchange (in the order of priority as decided by the valuation committee) on the earliest previous day would be used, provided such day is not more than thirty days prior to the valuation day.</p> <p>If the security is not traded even after 30 days, the same would be valued as per the norms prescribed by SEBI for valuation of non-traded (*) securities.</p>

<b>Security Type</b>	<b>Valuation Policy</b>
	The securities held under the portfolio of index scheme(s) will be valued at last quoted closing price on the stock exchange of the underlying index.
Initial Public Offering (IPO)	Valuation methodology to be followed would be same as in the case of traded securities from the date of listing of securities on the stock exchange. The securities shall be valued at the allotment/Bid price (i.e. at cost) for the interim period between allotment date and listing date.
Qualified Institutional Placement (QIP) /Follow on Public Offer	Valuation methodology to be followed would be same as in the case of Listed Equity Shares from the date of allotment.
Convertible Debentures and Bonds	In respect of convertible debentures and bonds, the non-convertible and convertible component shall be valued separately. The non-convertible component should be valued on the same basis as would be applicable to a debt instrument. The convertible component would be valued on the same basis as would be applicable to an equity instrument. If, after conversion the resultant equity instrument would be treated pari passu with an existing instrument which is traded, the value of the latter instrument can be adopted after an appropriate discount for the non-tradability of the instrument during the period preceding the conversion while valuing such instruments, the fact whether the conversion is optional, or compulsory should be factored in. The appropriate discount for the non-tradability of the instrument will be decided by the Valuation Committee and the decision of the same shall be recorded in writing.
Thinly traded Equity Shares (*)	Thinly traded securities will be valued at fair value as per procedures determined by the Valuation Committee. The definition of thinly traded securities is given as under: - An equity and / or equity related securities (such as preference shares, convertible debentures, equity warrants etc.) would be considered as thinly traded if in a previous calendar month: a) the aggregate value of trade in such security is less than Rs. 5,00,000; and b) the total volume of trade in such security is less than 50,000 shares, on recognised stock exchange(s) in India.
Unlisted Equity Shares / Preference Shares/ Warrants/ Rights/Demerger (*)	Securities will be valued at fair value in good faith by the AMC as per appropriate valuation method determined by the Valuation Committee.
Options	In case of Options, premium received / paid is marked to market based on the settlement prices on NSE.
Futures	Outstanding contracts in Futures will be valued at the last quoted settlement price on the NSE.
Valuation of Securities Lent under Securities Lending	The valuation of securities lent under Securities Lending Scheme shall be valued as per the valuation guideline of the respective security as mentioned in this document. The lending fees received for the securities lent out would be accrued in a proportionate

Security Type	Valuation Policy
Scheme	manner till maturity of the contract.

**\*Current ‘Procedure & Methodology’ for valuation of unlisted, non-traded or thinly traded equity / equity related securities is as under:**

**1. Unlisted / Non-traded/ Thinly Traded Equity Shares:**

**The methodology is given as under: -**

- a) Based on the latest available audited Balance Sheet, net worth shall be calculated as follows:

Net Worth per share = [Share Capital + Free Reserves (excluding Revaluation Reserves) – Miscellaneous Expenditure not written off, deferred revenue expenditure, intangible assets and accumulated losses] divided by Number of Paid up Shares.

- b) Average capitalization rate (P/E ratio) for the industry based upon either BSE or NSE data (which should be followed consistently and changes, if any noted with proper justification thereof) shall be taken and discounted by 75% i.e. only 25% of the Industry Average P/E shall be taken as capitalization rate (P/E ratio). Earnings per share of the latest audited annual accounts will be considered for this purpose.
- c) The average of the net worth per share and the capital earning value calculated as above shall be further discounted by 10%, in case of thinly traded and non- traded securities and 15% in case of unlisted securities for ill-liquidity, so as to arrive at the fair value per share.
- d) In case the EPS is negative, EPS value for that year shall be taken as zero for arriving at capitalised earning.
- e) In case where the latest balance sheet of the company is not available within nine months from the close of the year, unless the accounting year is changed, the shares of such companies shall be valued at zero.
- f) In case an individual security accounts for more than 5% of the total assets of the scheme, an independent valuer shall be appointed for the valuation of the said security. To determine if a security accounts for more than 5% of the total assets of the scheme, it should be valued by the procedure above and the proportion which it bears to the total net assets of the scheme to which it belongs would be compared on the date of valuation.
- g) An unlisted equity share may be valued at a price lower than the value derived using the aforesaid methodology, at the discretion of the AMC and with the prior approval of Trustees, the reasons of the same recorded in writing.

- 2. Valuation in case of Corporate Action** – The unlisted equity shares allotted as result of corporate action of demerger/amalgamation will be valued at the intrinsic value on the ex-date. The calculation of intrinsic value shall be reviewed by the Valuation Committee periodically is given as under: -

#### **A) Demerger of Shares: -**

**Scenario I:** In case of demerger, where both the demerged and resulting entities are listed and traded after demerger, the valuation methodology adopted would be the same as in the case of listed equity shares.

**Scenario II:** In case of demerger where the demerged company is continued to be listed and traded and the resulting entity is unlisted and gets listed at a later date, the valuation of both the entities shall be done as follows: -

**Demerged Entity:** Valuation methodology adopted would be the same as in the case of listed equity shares.

**Resulting Entity:** Intrinsic Value to be derived based on market value of the original traded shares on one trading day prior to the ex-date of demerger minus market value of demerged traded shares on the ex-date. However, in case pre trading / special session closing price is available on the ex-date, the same will be used to arrive at market value of demerged traded shares on the ex-date. In case value of the traded share of the Demerged Company is equal or in excess of the value of pre -demerger share, then the non-traded share is to be valued at zero.

**Scenario III:** Demerger where both the entities i.e. Demerged and Resulting Companies are unlisted and shall get listed at a later date, the valuation shall be done as follows:

Shares of these companies are to be valued equal to the pre demerger value (one trading day prior to the ex-date) up to the date of listing. The market value of the shares to be bifurcated in the ratio of cost of shares as may be obtained by prescribed demerger ratio.

**Example: Closing Pre Ex-date Market price\* Ratio of Allocation of Assets to Demerged and Resulting Entities**

The valuation of shares of these companies would be reviewed by the Valuation committee every thirty days if the security continues to remain unlisted.

#### **B) Amalgamation:-**

**Scenario I:** In case shares are traded on amalgamation, the valuation methodology adopted would be the same as in the case of listed equity shares.

**Scenario II:** In case where shares are not traded on merger, shares of merged company are to be valued equal to the pre merger value (one trading day prior to the ex-date) upto a period of thirty days from the date of merger. The valuation of shares of these companies would be reviewed by the Valuation committee every thirty days if the security continues to remain unlisted.

### **3. Preference Shares – Preference share can be convertible or non- convertible .**

The non-convertible preference share will be valued at the present value of all the future expected dividend payments and the maturity value, discounted at the expected return on preference share

The value of convertible preference share can be expressed as follows:

$$\text{Price of convertible Preference Share} = \frac{\text{Preference shares dividend}}{\text{Expected return on Preference Share}} \times \text{Face Value}$$

If preference shares are traded on the stock exchange, then the valuation methodology adopted for Listed Preference Shares shall be adopted.

- 4. Warrants** - Warrants will be valued at the value of the underlying equity share which would be obtained in exercise of the warrant as reduced by the amount which would be payable on the exercise of the warrant. The value arrived will be reduced by appropriate discount as decided by the Valuation Committee. If Warrants are traded on the stock exchange, then the valuation methodology adopted for listed equity shares shall be adopted

**5. Right entitlements & Right Shares-**

**a) Right Entitlements**

The right entitlements shall be valued using the below mentioned formulae.

Valuation Price = (Closing Ex-Rights Price- Right Offer Price) of Underlying Equity Share.

In case where the closing price falls below the right offer price, right entitlements value shall be considered as becomes zero. In case the right entitlement is traded on the stock exchanges then the traded price shall be considered for valuation of entitlements.

**b) Right Shares**

The listed right shares are to be valued as per methodology adopted for listed equity shares. The cost price considered for the right shares would be the offer price paid for the right shares

**6. Suspended Shares:**

If a listed security is suspended for a certain period, then up to thirty days the last traded price would be used for valuation and after thirty days the valuation methodology would be decided on a case to case basis and approved by the valuation committee

**II. Investment Grade - Money Market, Debt and Government Securities**

Security Type	Valuation Policy
<b>Government Securities (including State Government Securities, Treasury Bills and Cash Management Bills)</b>	<p>These securities will be valued at the average of security level prices provided by the AMFI approved agencies.</p> <p>If security level price for new security purchased is not available, then such security will be valued at weighted average purchase yield on the date of allotment / purchase.</p>

<b>Money Market and Debt Securities (Commercial Paper/ Certificate of Deposit / Bonds/Zero Coupon Bonds/ Bills purchased under rediscounting scheme (BRDS)/Floating rate securities/Securitization etc.)</b>	<p>These securities will be valued at average of the prices provided by AMFI approved agencies.</p> <p>In case security level prices given by valuation agencies are not available for a new security, then such security may be valued at weighted average purchase yield on the date of allotment / purchase. (Refer Note 3 and 7).</p>
<b>Valuation of Put/Call securities.</b>	<p>Securities with call option: The securities with call option will be valued based on average of prices provided by AMFI approved agencies.</p> <p>The value of the security will be the lower of the value as obtained by valuing the security to final maturity and valuing the security to call option. In case there are multiple call options, the lowest value obtained by valuing to the various call dates and valuing to the maturity date is to be taken as the value of the instrument.</p> <p>Securities with put option: The securities with put option are valued based on average of prices provided by AMFI approved agencies.</p> <p>The value of the security will be higher of the value as obtained by valuing the security to final maturity and valuing the security to put option. In case there are multiple put options, the highest value obtained by valuing to the various put dates and valuing to the maturity date is to be taken as the value of the instrument.</p> <p>Securities with both put and call option on the same day: The securities with put and call option will be valued based on average of prices provided by AMFI approved agencies. The methodology used for valuation of these securities is given below:</p> <p>The securities with put / call options on the same day and having the same put and call option price, shall be deemed to mature on such put / call date and shall be valued accordingly. In all other cases, the cash flow of each put / call option shall be evaluated and the security shall be valued as under : -</p> <ol style="list-style-type: none"> <li>Identify a 'Put Trigger Date', a date on which 'price to put option' is the highest when compared with price to other put options and maturity price.</li> <li>Identify a 'Call Trigger Date', a date on which 'price to call option' is the lowest when compared with price to other call options and maturity price.</li> <li>In case no Put Trigger Date or Call Trigger Date ('Trigger Date')</li> </ol>

	is available, then valuation would be done to maturity price. In case one Trigger Date is available, then valuation would be done as to the said Trigger Date. In case both Trigger Dates are available, then valuation would be done to the earliest date.
<b>Interest Rate SWAP/ Forward Rate Agreements and other OTC derivatives</b>	All OTC derivatives viz. SWAP/ FRA's will be valued at the average prices provided by AMFI approved agencies.
<b>Interest Rate Futures</b>	The Interest Rate Futures (IRF) would be valued at the daily settlement price of the exchange.
<b>Repurchase (Repo) transactions (Tri-Party Repo (TREPS) / Reverse Repo / Corporate Bond Repo)</b>	Overnight Repos will be valued at cost plus accrual.  Repos other than overnight repos will be valued at the average prices provided by AMFI approved agencies..  In case security level prices given by valuation agencies are not available for a new security (which is currently not held by any Mutual Fund), then such security may be valued at purchase yield/price on the date of allotment / purchase.
<b>Valuation of Perpetual Bonds</b>	These securities will be valued at the average of security level prices provided by the AMFI approved agencies.  If security level price for new security purchased is not available, then such security will be valued at weighted average purchase yield. The valuation of such securities will be based on yield to call.

**Notes:-**

- 1) AMFI approved agencies (currently CRISIL/ICRA) are considering the trades reported at all public platform viz CCIL/NDS-OM /NSE/BSE, etc. for determining the prices of debt securities.
- 2) As per AMFI Best Practice Circular no 83 dated November 18, 2019, upfront fees on all trades (including primary market trades), by whatever name and manner called, would be considered by the valuation agencies for the purpose of valuation of the security. Details of such upfront fees shall be shared by the AMC on the trade date to the valuation agencies as part of the trade reporting to enable them to arrive at the fair valuation for that date. For the purpose of accounting, such upfront fees shall be reduced from the cost of the investment in the scheme that made the investment. In case upfront fees are received across multiple schemes, then such upfront fees shall be shared on a pro-rata basis across such schemes.
- 3) The valuation agencies generally provide the security level prices for a new security (which is currently not held by any Mutual Fund) from next business day preceding the date of allotment or purchase. Till such prices are received from valuation agencies, a new security will be valued on amortization basis / weighted average purchase yield.



- 4) Any changes to the terms of investment, which may have an impact on valuation, shall be reported to the valuation agencies immediately.
- 5) If a put option is not exercised by the Mutual Fund when exercising such put option would have been in favor of the scheme;
  - a. The justification for not exercising the put option shall be provided to the Valuation Agencies, Boards of the AMC and Trustees on or before the last date of the notice period.
  - b. In respect of valuation of securities with multiple put options present ab-initio, the Valuation Agencies shall not take into account the remaining put options for the purpose of valuation of the security
  - c. Any put option inserted subsequent to the issuance of the security shall not be considered for the purpose of valuation and original terms of the issue will be considered for valuation.

The put option shall be considered as ‘in favour of the scheme’ if the yield of the valuation price ignoring the put option under evaluation is more than the contractual yield / coupon rate by 30 basis points.

- 6) SEBI has advised AMFI to issue detailed guidelines with respect to valuation of bonds issued under Basel III framework. These guidelines have been issued by AMFI vide AMFI Best Practices Guidelines Circular No. 91/ 2020 - 21 dated March 24, 2021, for uniform implementation which are applicable from April 01, 2021. These guidelines are provided in the Annexure V of this Policy.
- 7) The valuation of partly paid debentures shall be in line with scrip level prices and the guidelines mentioned above. However, methodology to be followed by AMFI approved valuation agencies for computation of valuation shall be in line with AMFI Best Practices Guidelines Circular No. 115/2024-25 dated July 26, 2024.

### **III. Below Investment Grade or Default-Money Market and Debt Securities**

<b>Security/ Asset Type</b>	<b>Valuation Policy</b>
Valuation of Below Investment Grade or Default Money Market and Debt Securities- (Commercial Paper/ Certificate of Deposit / Bonds/Zero Coupon Bonds/Bills purchased under rediscounting scheme (BRDS)/Floating rate securities/Securitization etc.)	These securities will be valued at average of security level prices provided by AMFI approved valuation agencies. (Refer Note section provided below)

#### **Note:-**

- 1) A money market or debt security shall be classified as “below investment grade” if the long term rating of the security issued by a SEBI registered Credit Rating Agency (CRA) is below BBB- or if the short

term rating of the security is below A3. In case multiple ratings are available, most conservative rating will be taken to decide whether a particular security is investment grade or below investment grade.

A money market or debt security shall be classified as “Default” if the interest and / or principal amount has not been received, on the day such amount was due or when such security has been downgraded to “Default” grade by a CRA. Any extension in the maturity of a money market or debt security shall result in the security being treated as “Default”, for the purpose of valuation. If the maturity date of a money market or debt security is shortened and then subsequently extended, the security shall be treated as “Default” for the purpose of valuation.

- 2) The traded price shall be considered (as referred above) if trades are of a minimum size (refer Point 4.i. of Part A of Annexure –IV) as determined by valuation agencies.
- 3) Currently, valuation agencies are deriving valuation prices for valuing the money market and debt securities below investment grade securities on the basis of standard / indicative haircuts matrix and therefore during interim period (till such date the security level prices are provided by these valuation agencies), such securities will be valued on the basis of indicative / standard haircuts provided by these valuation agencies. These indicative haircuts will be applied on the date of credit event (i.e. migration of security from investment to below investment grade) and shall continue till scrip level valuation prices are provided by the valuation agencies of such securities. Further, these haircuts will be updated and refined as and when there is availability of material information which impacts the haircuts. In case of trades during the interim period between date of credit event (if available), and receipt of valuation price from valuation agencies, the traded price will be used for valuation of such security provided it is lower than the average price obtained post standard haircut. The said traded price shall be considered thereafter for valuation till the scrip level valuation price is determined and provided by the valuation agencies.
- 4) In case of trades after the valuation price is computed by the valuation agencies as referred above and where the traded price is lower than such computed price, such traded price shall be considered for the purpose of valuation and the valuation price may be revised accordingly.
- 5) Treatment of accrued interest, future interest accrual and future recovery: The treatment of accrued interest and future accrual of interest, in case of money market and debt securities classified as below investment grade or default, is detailed below:
  - a) Interest accrual: The indicative haircut provided by valuation agencies that has been applied to the principal will be applied to any accrued interest. In case of securities classified as below investment grade but not default, interest accrual may continue with the same haircut applied to the principal. In case of securities classified as default, no further interest accrual shall be made.
  - b) Future recovery: Any recovery shall first be adjusted against the outstanding interest recognized in the NAV and any balance shall be adjusted against the value of principal recognized in the NAV. Any recovery in excess of the carried value (i.e. the value recognized in NAV) will then be applied first towards amount of interest written off and then towards amount of principal written off.
- 6) Segregate Portfolio valuation: Notwithstanding the decision to segregate the debt and money market instrument in accordance with the clause 4.4 of SEBI Master Circular no. SEBI/HO/IMD/IMD-PoD-1/P/CIR/2024/90 dated June 27, 2024 (“Master Circular”), the valuation should consider the credit event and value the portfolio based on the principles of fair valuation. (i.e. realizable value of the assets) in

terms of relevant provisions of SEBI (Mutual Funds) Regulation, 1996 and Circular(s) issued thereunder. Irrespective of the above policy, the valuation committee might adopt valuation principles to align with fair valuation norms.

#### IV. Others

<b>Security/ Asset Type</b>	<b>Valuation Policy</b>
<b>Domestic Mutual Fund Units including Exchange Traded Funds (ETFs)</b>	<p>Listed Mutual Fund units and Exchange Traded Funds will be valued at the closing price at the principal stock exchange. If units are not traded on principal stock exchange on a particular valuation day, the closing price on any other stock exchange where units are traded will be used.</p> <p>If units are not traded on any stock exchange on a particular valuation day, then the end of day NAV per unit of the scheme will be taken for valuation of the Mutual Fund Units.</p> <p>Unlisted Mutual Fund units will be valued based on the end of the day Net Asset Value (NAV) per unit of the scheme for valuation of Mutual Fund units.</p>
<b>Gold</b>	<p>The gold acquired by the scheme is in the form of standard bars and its value as on a particular day is determined as under:</p> <p>a) The London Bullion Market Association's (LBMA) AM fixing price per troy ounce is increased with the cost such as Insurance, Freight premium and the LBMA fixing charges.</p> <p>b) This value arrived at in (a) above is then converted to the equivalent price for 1 kg gold of 0.995 fineness by applying the conversion factor.</p> <p>c) The FBIL reference rate is applied to convert the price from US dollars to Indian Rupees.</p> <p>d) The Indian levies in the form of customs duty, stamp duty, etc., as applicable are added to arrive at the final landed price of gold.</p> <p>If on any day the LBMA AM fixing or FBIL reference rate is not available due to holiday, then the immediately previous day's prices are applied for the purpose of calculating the value of gold.</p>
<b>Fixed Deposits</b>	Fixed deposits will be valued at cost plus accrual basis.
<b>Units of InvITs / REITs</b>	<p>The units of InvIT and REIT will be valued at the closing price at the principal stock exchange i.e. National Stock Exchange. If units are not traded on principal stock exchange on a particular valuation day, the closing price on any other stock exchange where units are traded will be used. If units are not traded on any stock exchange on a particular valuation day, then closing price at which it is traded on the principal stock exchange or any other stock exchange, as the case may be, on the earliest previous day will be used provided such date is not more than 30 days prior to valuation date.</p> <p>Where units of InvIT and REIT are not traded on any stock exchange for a continuous period of 30 days then the valuation for such units of InvIT and</p>

	REIT will be determined based on the procedures determined by Valuation Committee.
<b>Foreign Securities (including ADR/GDR, ETFs and Mutual Fund Units)</b>	<p>(i) Traded Securities Traded foreign securities shall be valued based on the latest available closing price of the stock exchange on which the security is listed. If the security is listed on more than one stock exchange, the AMC shall select the appropriate stock exchange and the reasons for selection of the stock exchange shall be recorded in writing and approved by Valuation Committee.</p> <p>If the security is listed in a time zone ahead of ours than the same day's closing price would be used for Valuation. If the security is listed in the time zone behind ours then the previous day's closing price would be used for valuation.</p> <p>When on a particular valuation day, a security has not been traded on the selected stock exchange; the value at which it is traded on another stock exchange or last available price on the selected stock exchange shall be used provided such date is not more than thirty days prior to the valuation date.</p> <p>(ii) Non Traded Securities Non traded foreign security shall be valued by the AMC at fair value after considering relevant factors on case to case basis. Non-traded ADR/ GDR shall be valued after considering prices/issue terms of underlying security. Valuation committee shall decide the appropriate discount for illiquidity.</p> <p>(iii) Overseas Mutual Funds In case of Overseas mutual fund units, last published Net Asset Value (NAV) will be used for valuation.</p> <p>Conversion Rates: - On valuation date, all assets and liabilities in foreign currency shall be valued in Indian Rupees at the FBIL reference rate as at the close of banking hours on the relevant business day in India. If on any day FBIL reference rate is not available due to holiday, then the previous day's prices will be used.</p> <p>If the security is listed in currency for which reference rate is not provided by FBIL, the exchange rates available from Reuters (at 5.00 P.M IST) will be used. In case the direct exchange rates are not available on Reuters, then cross currency rate with USD would be considered and converted as per the INR/USD FBIL reference rate.</p>
<b>Units of Corporate Debt Market Development Fund ('CDMDF')</b>	Units of CDMDF will be valued based on the end of the day Net Asset Value (NAV) per unit released for the business day.
<b>Exchange Traded</b>	Exchange Traded Commodity Derivatives (ETCDs) shall be valued at the

<b>Commodity Derivatives (ETCDs)</b>	<p>last quoted closing price on the exchange where such ETCD Contracts are listed.</p> <p>In the event the last quoted closing price as referred above is not available on any valuation day, such ETCD contracts shall be valued at the Settlement price of the respective stock exchange.</p> <p>In case necessary details to value ETCDs are not available or if the prices as per above do not represent fair price, the valuation committee, in order to ensure fair valuation, will determine price, based on the available information.</p>
<b>Physical Commodities other than Gold &amp; Silver</b>	<p>Physical stocks/Commodities received from the exchange accredited warehouse in the location (as notified and determined by the exchanges) will be valued based on latest spot market price of the respective location as published by the respective commodity exchanges.</p> <p>If on any valuation day the spot market prices as above are not available due to holiday, then the prices of immediately preceding day will be considered for the purpose of valuation of such commodity.</p> <p>In case necessary details to value such commodities are not available or if the prices as per above do not represent fair price, the Valuation Committee, in order to ensure fair valuation, will determine price, based on the available information.</p>

## **Annexure II**

### **The illustrative list of exceptional events is provided as under:**

Some of the he Exceptional events where current market information may not be available / sufficient for valuation of securities are classified as under:

- Policy announcements by the Reserve Bank of India (RBI), the Government or any Regulatory body like (SEBI/IRDA/PFRDA).
- Natural disasters or public disturbances that may impact the functioning of the Capital markets.
- Absence of trading in a specific security or similar securities.
- Significant volatility in the capital markets.
- Deviation from the indicative haircuts and/or the valuation price.

### **Note:**

- Any change/modification to the above list of exceptional events shall be updated from time to time.
- The Valuation Committee shall identify and monitor the exceptional events and recommend appropriate procedures/methodologies with necessary guidance from the Boards of the AMC and Trustee, wherever required, and get the same ratified.

## **Annexure III – Inter scheme Valuation Policy & Procedure**

### **Money Market, Debt and Government Securities (including State Government Securities, Treasury Bills and Cash Management Bills):**

Inter-scheme price shall be sourced from the valuation agencies for money market and debt securities, irrespective of maturity. The inter-scheme pricing will be arrived as under:

- a. If prices from the valuation agencies are received within the pre-agreed turnaround time (TAT), an average of the prices so received shall be used for IST pricing.
- b. If price from only one valuation agency is received within the pre-agreed TAT, then such price will be used for IST pricing.
- c. In case prices are not received from any of the valuation agency, inter-scheme price will be arrived on the basis weighted average traded price/yield available on public platform.

#### **Qualification criteria for considering the trades on the public platform**

- i. **Maturity < 30 days:** at least three trades aggregating to Rs. 100 crores or more.
- ii. **Maturity > 30 days and ≤ 365 days:** at least three trades aggregating to Rs. 100 crores or more.
- iii. **Maturity > 365 days:** at least two trades aggregating to Rs. 25 crores or more

#### **Order of preference for the public platforms for consideration:**

1. CCIL – F-TRAC (CCIL website in case of Government Securities (including State Government Securities, Treasury Bills and Cash Management Bills))
  2. NSE WDM (NDS-OM website in case of Government Securities (including State Government Securities, Treasury Bills and Cash Management Bills))
  3. BSE WDM
- d. If market trades satisfying the above criteria are not available on the public platforms, then the previous day's valuation price will be considered for IST pricing.

### **Annexure IV – AMFI guidelines on waterfall approach for valuation of money market and debt securities**

#### **Background**

Clause 9.1 and 9.2 of SEBI Master circular on valuation of money market and debt securities, has laid down the broad principles for considering traded yields for the purpose of valuation of money market and debt securities. Paragraph 2.1 of the aforesaid circular prescribes that AMFI shall ensure that valuation agencies have a documented waterfall approach for valuation of money market and debt securities. Paragraph 2.3 of the aforesaid circular also prescribes that the waterfall approach shall form part of the valuation policy of individual AMCs which is uploaded on their respective websites.

AMFI has issued Best Practices Guidelines Circular no 83 dated November 18, 2019 providing guidelines to be followed by valuation agencies (CRISIL and ICRA) to arrive at valuation of money and debt securities. These guidelines cover following broad areas for valuation of money market and debt securities:

1. Waterfall mechanism for valuation of money market and debt securities
2. Definition of tenure buckets for similar maturity
3. Process for determination of similar issuer
4. Recognition of trades and outlier criteria

## 5. Process for construction of spread matrix

### **Part A: Valuation of Money Market and Debt Securities other than Government Securities (“G-Secs”)**

#### **1. Waterfall Mechanism for valuation of money market and debt securities:**

The following shall be the broad sequence of the waterfall for valuation of money market and debt securities:

- i. Volume Weighted Average Yield (VWAY) of primary reissuances of the same ISIN (whether through book building or fixed price) and secondary trades in the same ISIN.
- ii. VWAY of primary issuances through book building of same issuer, similar maturity (Refer Note 1 below)
- iii. VWAY of secondary trades of same issuer, similar maturity
- iv. VWAY of primary issuances through fixed price auction of same issuer, similar maturity
- v. VWAY of primary issuances through book building of similar issuer, similar maturity (Refer Note 1 below)
- vi. VWAY of secondary trades of similar issuer, similar maturity.
- vii. VWAY of primary issuance through fixed price auction of similar issuer, similar maturity
- viii. Construction of matrix (polling may also be used for matrix construction)
- ix. In case of exceptional circumstances, polling for security level valuation (Refer Note 2 below)

#### **Note 1**

Except for primary issuance through book building, polling shall be conducted to identify outlier trades. However, in case of any issuance through book building which is less than INR 100 Cr, polling shall be conducted to identify outlier trades.

#### **Note 2**

Some examples of exceptional circumstance would be stale spreads, any event/news in particular sector/issuer, rating changes, high volatility, corporate action or such other event as may be considered by valuation agencies. Here stale spreads are defined as spreads of issuer which were not reviewed/updated through trades/primary/polls in same or similar security/issuers of same/similar maturities in waterfall approach in last 6 months. Further, the exact details and reasons for the exceptional circumstance

s which led to polling shall be documented and reported to AMCs. Further, a record of all such instances shall be maintained by AMCs and shall be subject to verification during SEBI inspections.

#### **Note 3**

All trades on stock exchanges and trades reported on trade reporting platforms till end of trade reporting time (excluding Inter-scheme transfers) should be considered for valuation on that day.

#### **Note 4**

It is understood that there are certain exceptional events, occurrence of which during market hours may lead to significant change in the yield of the debt securities. Hence, such exceptional events need to be factored in while calculating the price of the securities. Thus, for the purpose of calculation of VWAY of trades and identification of outliers, on the day of such exceptional events, rather than considering whole day trades, only those trades shall be considered which have occurred post the event (

o  
n the same day).

The following events would be considered exceptional events:

- i. Monetary / Credit Policy
- ii. Union Budget
- iii. Government Borrowing / Auction Days
- iv. Material Statements on Sovereign Rating
- v. Issuer or Sector Specific events which have a material impact on yields
- vi. Central Government Election Days
- vii. Quarter end days

In addition to the above, valuation agencies may determine any other event as an exceptional event. All exceptional events along-with valuation carried out on such dates shall be documented with adequate justification.

## 2. Definition of tenure buckets for Similar Maturity

When a trade in the same ISIN has not taken place, reference should be taken to trades of either the same issuer or a similar issuer, where the residual tenure matches the tenure of the bond to be priced. However, as it may not be possible to match the exact tenure, it is proposed that tenure buckets are created and trades falling within such similar maturity be used as per table below

Residual Tenure of Bond to be priced	Criteria for similar maturity
Upto 1 month	Calendar Weekly Bucket
Greater than 1 month to 3 months	Calendar Fortnightly Bucket
Greater than 3 months to 1 year	Calendar Monthly Bucket
Greater than 1 year to 3 years	Calendar Quarterly Bucket
Greater than 3 years	Calendar Half Yearly or Greater Bucket

In addition to the above:

- a. In case of market events, or to account for specific market nuances, valuation agencies may be permitted to vary the bucket in which the trade is matched or to split buckets to finer time periods as necessary. Such changes shall be auditable. Some examples of market events / nuances include cases where traded yields for securities with residual tenure of less than 90 days and more than 90 days are markedly different even though both may fall within the same maturity bucket, similarly for less than 30 days a



- b. and more than 30 days or cases where yields for the last week v/s second last week of certain months such as calendar quarter ends can differ.
- c. In the case of illiquid/ semi liquid bonds, it is proposed that traded spreads be permitted to be used for longer maturity buckets (1 year and above). However, the yield should be adjusted to account for steepness of the yield curve across maturities.
- d. The changes / deviations mentioned in clauses a and b, above, should be documented, along with the detailed rationale for the same. Process for making any such deviations shall also be recorded. Such records shall be preserved for verification.

### 3. Process for determination of similar issuer

Valuation agencies shall determine similar issuers using one or a combination of the following criteria. Similar issuer do not always refer to issuers which trade at same yields, but may carry spreads amongst themselves & move in tandem or they are sensitive to specific market factor/s hence warrant review of spreads when such factors are triggered.

- i. Issuers within same sector/industry and/or
- ii. Issuers within same rating band and/or
- iii. Issuers with same parent/ within same group and/or
- iv. Issuers with debt securities having same guarantors and/or
- v. Issuers with securities having similar terms like Loan Against Shares (LAS)/ Loan Against Property (LAP)

The above criteria are stated as principles and the final determination on criteria, and whether in combination or isolation shall be determined by the valuation agencies. The criteria used for such determination should be documented along with the detailed rationale for the same in each instance. Such records shall be preserved for verification. Similar issuers which trade at same level or replicate each other's movements are used in waterfall approach for valuations. However, similar issuer may also be used just to trigger the review of spreads for other securities in the similar issuer category basis the trade/news/action in any security/ies within the similar issuer group.

### 4. Recognition of trades and outlier criteria

#### i. Volume criteria for recognition of trades (marketable lot)

Clause 9.1 and 9.2 of SEBI Master Circular on Valuation of money market and debt securities, prescribes that the marketable lots shall be defined by AMFI, in consultation with SEBI. In this regard, marketable lot is defined as under. The following volume criteria shall be used for recognition of trades by valuation agencies:

Parameter	Minimum Volume Criteria for marketable lot
Primary	INR 25 cr for both Bonds/NCD/CP/ CD and other money market Instruments
Secondary	INR 25 cr for CP/ CD, T-Bills and other money market instruments
Secondary	INR 5 Cr for Bonds/NCD/ G-secs

Trades not meeting the minimum volume criteria i.e. the marketable lot criteria as stated above shall be ignored.

## ii. Outlier criteria

It is critical to identify and disregard trades which are aberrations, do not reflect market levels and may potentially lead to mispricing of a security or group of securities. Hence, the following broad principles would be followed by valuation agencies for determining outlier criteria.

- a. Outlier trades shall be classified on the basis of liquidity buckets (Liquid, Semi-liquid, Illiquid). Price discovery for liquid issuers is generally easier than that of illiquid issuers and hence a tighter pricing band as
- b. compared to illiquid issuers would be appropriate.
- c. The outlier trades shall be determined basis the yield movement of the trade, over and above the yield movement of the matrix. Relative movement ensures that general market movements are accounted for in determining trades that are outliers. Hence, relative movement over and above benchmark movement shall be used to identify outlier trades.
- d. Potential outlier trades which are identified through objective criteria defined above will be validated through polling from market participants. Potential outlier trades that are not validated through polling shall be ignored for the purpose of valuation.
- e. The following criteria shall be used by valuation agencies in determining Outlier Trades

Liquidity Classification	Bps Criteria (Yield movement over Previous Day yield after accounting for yield movement of matrix)		
	Upto 15 days	15-30 days	Greater than 30 days
Liquid	30 bps	20 bps	10 bps
Semi-liquid	45 bps	35 bps	20 bps
Illiquid	70 bps	50 bps	35 bps

The above criteria shall be followed consistently and would be subject to review on a periodic basis by valuation agencies and any change would be carried in consultation with AMFI.

- f. In order to ensure uniform process in determination of outlier trades the criteria for liquidity classification shall be as detailed below.

### **Liquidity classification criteria — Liquid, semi-liquid and Illiquid definition**

Valuation agencies shall use standard criteria for classifying trades as Liquid, Semi-Liquid and illiquid basis the following two criteria

- a. Trading Volume
- b. Spread over reference yield

Such criteria shall be reviewed on periodic basis in consultation with AMFI.

### **Trading Volume (Traded days) based criteria:**

Number of unique days an issuer trades in the secondary market or issues a new security in the primary market in a calendar quarter

- Liquid -  $\geq 50\%$  of trade days

- Semi liquid -  $\geq 10\%$  to 50% trade days
- Illiquid -  $< 10\%$  of trade days

#### **Spread based criteria:**

Spread over the matrix shall be computed and based on thresholds defined, issuers shall be classified as liquid, semi liquid and illiquid. For bonds thresholds are defined as upto 15 bps for liquid;  $>15-75$  bps for semi-liquid;  $>75$  bps for illiquid. (Here, spread is computed as average spread of issuer over AAA Public Sector Undertakings/Financial Institutions/Banks matrix), For CP/ CD- upto 25 bps for liquid;  $>25-50$  bps for semiliquid;  $>50$  bps for illiquid. (Here, spread is computed as average spread of issuer over A1+/AAA CD Bank matrix). The thresholds shall be periodically reviewed and updated having regard to the market.

The best classification (liquid being the best) from the above two criteria (trading volume and spread based) shall be considered as the final liquidity classification of the issuer. The above classification shall be carried out separately for money market instruments (CP/ CDs) and bonds.

#### **5. Process for construction of spread matrix**

Valuation agencies shall follow the below process in terms of calculating spreads and constructing the matrix:

Steps	Detailed Process
Step 1	<b>Segmentation of corporates-</b> The entire corporate sector is first categorised across following four sectors i.e. all the corporates will be catalogued under one of the below mentioned bucket: <ol style="list-style-type: none"> <li>1. Public Sector Undertakings/Financial Institutions/Banks;</li> <li>2. Non-Banking Finance Companies -except Housing Finance Companies;</li> <li>3. Housing Finance Companies;</li> <li>4. Other Corporates</li> </ol>
Step 2	<b>Representative issuers —</b> For the aforesaid 4 sectors, representative issuers (Benchmark Issuers) shall be chosen by the valuation agencies for only higher rating (i.e. "AAA" or AA+). Benchmark/Representative Issuers will be identified basis high liquidity, availability across tenure in AAA/AA+ category and having lower credit/liquidity premium. Benchmark Issuers can be single or multiple for each sector.  It may not be possible to find representative issuers in the lower rated segments, however in case of any change in spread in a particular rating segment, the spreads in lower rated segments should be suitably adjusted to reflect the market conditions. In this respect, in case spreads over benchmark are widening at a better rated segment, then adjustments should be made across lower rated segments, such that compression of spreads is not seen at any step. For instance, if there is widening of spread of AA segment over the AAA benchmark, then there should not be any compression in spreads between AA and A rated segment and so on.
Step 3	<b>Calculation of benchmark curve and calculation of spread —</b>

	<ol style="list-style-type: none"> <li>1. Yield curve to be calculated for representative issuers for each sector for maturities ranging from 1 month till 20 years and above.</li> <li>2. Waterfall approach as defined in Part A (1) above will be used for construction of yield curve of each sector.</li> <li>3. In the event of no data related to trades/primary issuances in the securities of the representative issuer is available, polling shall be conducted from market participants</li> <li>4. Yield curve for Representative Issuers will be created on daily basis for all 4 sectors. All other issuers will be pegged to the respective benchmark issuers depending on the sector, parentage and characteristics. Spread over the benchmark curve for each security is computed using latest available trades/primaries/polls for respective maturity bucket over the Benchmark Issuer.</li> <li>5. Spreads will be carried forward in case no data points in terms of trades/primaries/polls are available for any issuer and respective benchmark movement will be given</li> </ol>
Step 4	<ol style="list-style-type: none"> <li>1. The principles of VWAY, outlier trades and exceptional events shall be applicable while constructing the benchmark curve on the basis of trades/primary issuances.</li> <li>2. In case of rating downgrade/credit event/change in liquidity or any other material event in Representative Issuers, new Representative Issuers will be identified. Also, in case there are two credit ratings, the lower rating to be considered.</li> <li>3. Residual tenure of the securities of representative issuers shall be used for construction of yield curve.</li> </ol>

#### **Part B: Valuation of G-Secs (T-Bill, Cash management bills, G-Sec and SDL)**

The following is the waterfall mechanism for valuation of Government securities:

- VWAY of last one hour, subject to outlier validation
- VWAY for the day (including a two quote, not wider than 5 bps on NDSOM), subject to outlier validation
- Two quote, not wider than 5 bps on NDSOM, subject to outlier validation
- Carry forward of spreads over the benchmark
- Polling etc.

Note:

1. VWAY shall be computed from trades which meet the marketable lot criteria stated in Part A of these Guidelines.
2. Outlier criteria: Any trade deviating by more than +/- 5 bps post factoring the movement of benchmark security shall be identified as outlier. Such outlier shall be validated through polling for inclusion in valuations. If the trades are not validated, such trades shall be ignored.

#### **Annexure V – AMFI guidelines on valuation of AT-1 Bonds and Tier 2 Bonds issued under Basel III framework**

1. Currently a bond is considered traded, if there is at least one trade in market lot in that particular ISIN. If the bond does not get traded there is a defined waterfall mechanism for valuation of that bond as per AMFI Best Practice Guideline circular no. NO.83 / 2019-20 dated November 18, 2019.

2. The said waterfall requires grouping of same issuer with similar maturity and similar issuers with similar maturity. However, in case any ISIN of issuer has not traded, the valuation of AT-1 Bonds is currently done based on adjusting spread directly to the benchmark security.

3. In order to improve existing valuation of these bonds and implement the defined waterfall, following is proposed to be done:

i. Form two types of ISINs:

a) Benchmark ISINs (a non-benchmark ISIN can be linked to only one benchmark ISIN. Currently, SBI ISINs happens to be the benchmark ISINs across all maturities for AT-1 Bonds.)

b) Non-benchmark ISINs (Will be divided into multiple groups based on similar issuer and similar maturity).

c) The groups will be decided in consultation with valuation agencies. The two main criteria envisaged to be used here would be Tier 1 / Tier 2 ratings of the ISINs / Issuers, and the spread range in which the group of ISINs / Issuer's trade over the benchmark.

ii. Take a look back period for trade recognition as under:

a) 15 working days for benchmark ISINs

b) 30 working days for non-benchmark ISINs

c) This will be revised to 7 working days for benchmark ISIN and 15 working days for non-benchmark ISINs from October 01, 2021.

4. If the ISIN gets traded, the traded YTM will be taken for the purpose of valuation. Further, if 1 ISIN of the issuer trades all other ISINs of issuers will be considered as traded but with necessary adjustment of spread to YTM. If none of the ISIN of the issuer gets traded, the trade of similar issuer in the group will be taken to valuation however with necessary adjustment of spread to YTM of similar issuer similar maturity. If none of the ISIN in a group gets traded on any particular day, an actual trade in a look back period will be seen. If there is an actual trade in look back period, the security will be considered as traded and valued with necessary adjustment of spread to YTM. According to this valuation will be done based on the trade of issuer, trade of similar issuer and as an additional layer a look back period of is requested. It is confirmed that spread over YTM will be taken without any adjustment of modified duration to call.

5. Further, as the valuation is based on trade during the look back period, it is confirmed that a spread will be adjusted to reflect adverse news, change in credit rating, interest rate etc., which has bearing on the yield of ISIN being valued.

6. However, if there is no actual trade of any ISIN of the issuer as well as similar issuer during look back period also then valuation will be done by taking spread over matrix and/or polling in line with the waterfall mechanism prescribed by AMFI.

Points 4, 5 & 6 have been further elaborated in the detailed illustration provided at the end of these guidelines.

7. AMCs shall adopt maturity of 100 years for perpetual bond issued by banks. There will be a glide path for smooth implementation. The Deemed Residual Maturity for the Purpose of Calculation of Macaulay Duration for existing as well as new perpetual bonds issued:

Time Period	Deemed Residual Maturity (Years)
Till March 31, 2022	10
April 01, 2022 – September 31, 2022	20
October 01, 2022 – March 31, 2023	30
March 31, 2023 onwards	100

# the residual maturity will always remain above the deemed residual maturity proposed above.

8. Hitherto, Mutual Fund industry used to value Tier II bonds considering first call date as a deemed maturity date. Therefore, a glide path is required for valuation as well as calculation of Macaulay Duration for tier II bonds also. Accordingly, valuation methodology, as mentioned above, for AT-1 Bonds is to be followed for the valuation of tier II bonds also. Further, the Macaulay Duration is proposed to be calculated as under for Tier II bonds:

Time Period	Deemed Residual Maturity for all securities (Years)
April 01, 2021 – March 31, 2022	10 years or contractual maturity whichever is earlier
April 01, 2022 onwards	Actual Maturity

9. Besides, AT-1 bonds and Tier 2 bonds being different categories of bonds, the valuation of these bonds will be done separately (i.e.) ISIN of AT-1 bond traded will not mean that ISIN of Tier-2 bonds of the same issuer have also traded. However, if any issuer does not exercise call option for any ISIN, then the valuation and calculation of Macaulay Duration should be done considering maturity of 100 years from the date of issuance for AT-1 Bonds and Contractual Maturity for Tier 2 bonds, for all ISINs of the issuer.

10. It is confirmed that the Macaulay Duration of ISINs will be calculated based on the deemed residual maturity proposed in para 7 and 8 above to reflect the duration risk.

11. Further, henceforth mutual funds will disclose both Yield to Call and Yield to Maturity.

#### Illustration for point 4 to 6

**ABC and XYZ are similar issuer and similar maturity:**

**Maturity of ISIN 1 of ABC is near to maturity of ISIN 1 of XYZ & Maturity of ISIN 2 of ABC is near to maturity to ISIN 2 of XYZ**

Issuers	ABC		XYZ		Valuation of ABC
Trade	ISIN 1	ISIN 2	ISIN 1	ISIN 2	
Traded Today	Y	-	-	-	Take price and arrive at YTM
Traded Today	N	Y	-	-	Take price of ISIN 2 of ABC and compute YTM of ISIN 2. Then adjust the YTM spread of ISIN 1 and ISIN 2 and compute value of ISIN 1 of ABC.
Traded Today	N	N	Y	N	From the price of ISIN 1 of XYZ compute YTM. The spread between YTM of ABC ISIN 1 and XYZ ISIN 1 is to be adjusted to derive YTM of ABC ISIN 1. The spread should further be adjusted to reflect adverse news, change in credit rating, interest rate etc., which has bearing on the

					yield of ISIN being valued and final YTM and price of the security should be computed.
Traded Today	N	N	N	Y	From the price of ISIN 2 of XYZ compute YTM of ISIN 2 of XYZ. Then derive YTM of ISIN 1 of XYZ by adjusting spread of YTM. Then by adjusting difference in spread between ISIN 1 of XYZ and ISIN 1 of ABC trade (which happens to be nearest maturity) arrive at YTM of ISIN 1 of ABC. The spread should be adjusted to reflect adverse news, change in credit rating, interest rate etc., which has bearing on the yield of ISIN being valued.
No trade today. Check for actual trade during look back	Y	-	-	-	Take YTM of traded day and adjust spread to the movement of benchmark ISIN over the period. Also adjust to reflect adverse news, change in credit rating, interest rate etc., which has bearing on the yield of ISIN being valued.
No trade today. Check for actual trade during look back	N	Y	-	-	Arrive at YTM of ISIN 2 by adjusting spread to the movement of benchmark ISIN over the period. Derive YTM of ISIN 1 of ABC from ISIN 2 of ABC by adjusting spread over YTM. Also adjustment should be done to reflect adverse news, change in credit rating, interest rate etc., which has bearing on the yield of ISIN being valued.
No trade today. Check for actual trade during look back	N	N	Y	N	Arrive at YTM of ISIN 1 of XYZ by adjusting spread to the movement of benchmark ISIN over the period. Then the spread of YTM of XYZ ISIN 1 and ABC ISIN 1 is to be adjusted to arrive at YTM of ISIN 1 of ABC. Also, adjustment will be done to reflect adverse news, change in credit rating, interest rate etc., which has bearing on the yield of ISIN being valued.
No trade today. Check for actual trade during look back	N	N	N	Y	Take YTM of ISIN 2 of XYZ by adjusting spread to the movement of benchmark ISIN over the period. Adjust the spread of YTM of ISIN 1 of XYZ and ISIN 2 of XYZ to arrive at YTM of ISIN 1 of XYZ. YTM of ISIN I of ABC will be derived by adjusting spread of YTM of ISIN 1 of XYZ to ISIN 1 of ABC (which appears to be a nearest maturity to ABC ISIN 1). Further, YTM will be adjusted to reflect adverse news, change in credit rating, interest rate etc., which has bearing on the yield of ISIN being valued.
Not Traded During look back	N	N	N	N	Valuation will be done considering spread over matrix and/or polling in line with the waterfall mechanism prescribed by AMFI.

*Note: The duration to call shall not be considered/adjusted to spread over YTM. Yield to Call and Yield to Maturity shall be disclosed to investors.*

## COMPUTATION OF NAV

### C. Policy of computation of NAV

The Net Asset Value (NAV) per unit of the Scheme for each option will be computed by dividing the net assets of the Scheme by the number of units outstanding on the valuation day. The Mutual Fund will value its investments according to the valuation norms, as specified in Schedule VIII of the SEBI (MF) Regulations, or such norms as may be specified by SEBI from time to time.

The NAV of the Units under the Scheme will be calculated on a daily basis as shown below:

$$\text{NAV per unit (Rs.)} = \frac{\text{(Market / Fair Value of Scheme's Investments + Current Assets including Accrued Income - Current Liabilities and Provisions)}}{\text{No. of units outstanding under the Scheme / Option on the valuation day}}$$

The NAV shall be calculated/rounded off up to four decimal places. However, the AMC reserves the right to declare the NAVs up to additional decimal places as it deems appropriate. Separate NAV will be calculated and disclosed for each Plan/Option. The NAVs of the Growth Option and the Income Distribution cum Capital Withdrawal/IDCW Option will be different after the declaration of the first IDCW. The AMC will calculate and disclose the NAV of the Scheme on all the Business Days.

### Illustration on Computation of NAV for a Scheme has been provided below:

Particulars	Amount in Rs
Market or Fair Value of Scheme's investments	8,66,42,94,753.00
Current Assets including accrued income	15,00,000.00
Current Liabilities and Provisions	5,00,000.00

No. of Units outstanding under the Scheme = 33,81,85,338.724

The NAV per unit will be computed as follows:

$$\text{NAV per unit (Rs.)} = \frac{8,66,42,94,753.00 + 15,00,000.00 - 5,00,000.00}{33,81,85,338.724}$$

NAV per unit (Rs.) = 25.6229

Note : The aforesaid provisions pertaining to "Calculation of NAV" shall apply in respect of each individual Scheme and/or plan as the case may be. The NAV per unit above is rounded off to four decimals.



- **Methodology of calculating the sale price**

The price or NAV a unitholder is charged while investing in an open-ended scheme is called sale / subscription price. Pursuant to clause 10.4.1.a of the SEBI Master circular, no entry load will be charged by the Scheme to the unitholders.

Therefore, Sale / Subscription price = Applicable NAV

- **Methodology of calculating the repurchase price**

Repurchase or redemption price is the price or NAV at which an open-ended scheme purchases or redeems its units from the Unitholders. It may include exit load, if applicable. The exit load, if any, shall be charged as a percentage of Net Assets Value (NAV) i.e. applicable load as a percentage of NAV will be deducted from the “Applicable NAV” to calculate the repurchase price.

Therefore, Repurchase / Redemption Price = Applicable NAV \*(1 – Exit Load, if any)

For example, If the Applicable NAV of the Scheme is Rs. 10 and the Exit Load applicable at the time of investment is 2% if redeemed before completion of 1 year from the date of allotment of units and the Unitholder redeems units before completion of 1 year, then the repurchase/redemption price will be:

= Rs. 10\*(1-0.02)

= Rs. 9.80

As per regulation 49 (3) of the SEBI (MF) Regulations, while determining the price of the units, the mutual fund shall ensure that the repurchase price of an open ended scheme is not lower than 95 per cent of the Net Asset Value.

#### **D. Policy for computation of NAV in foreign securities**

In case the Scheme(s) invests in foreign securities, the NAV of the Scheme(s) for a business day will be based on the closing price of the stock exchange on which the foreign security is listed. If the security is listed in a time zone ahead of Indian Standard Time (IST) than the same day’s closing price would be used for Valuation. If the security is listed in the time zone behind IST then the previous day’s closing price would be used for valuation.

The closing price of a foreign security will be converted into Indian Rupees based on methodology provided in the Valuation Policy. On valuation date, all assets and liabilities in foreign currency shall be valued in Indian Rupees at the Financial Benchmarks India Pvt. Ltd. (FBIL) reference rate as at the close of banking hours on the relevant business day in India. If on any day FBIL reference rate is not available due to holiday, then the previous day's prices will be used. If the security is listed in currency for which reference rate is not provided by FBIL, the exchange rates available from Reuters (at 5.00 P.M IST) will be used. In case the direct exchange rates are not available on Reuters, then cross currency rate with USD would be considered and converted as per the INR/USD FBIL reference rate.

The Trustees/AMC reserves the right to change the source for determining the exchange rate. The reasons for the change in the source for determining the exchange rate will be recorded in writing.

In case of fund of funds investing in overseas mutual fund units, last published Net Asset Value (NAV) will be used for valuation and the same will be converted into Indian Rupees based on methodology provided in the Valuation Policy as detailed above.

The exchange gain / loss resulting from the aforesaid conversion shall be recognized as unrealized exchange gain / loss in the books of the Scheme(s) on the day of valuation. Further, the exchange gain / loss resulting from the settlement of assets / liabilities denominated in foreign currency shall be recognized as realized exchange gain / loss in the books of the Scheme on the settlement of such assets / liabilities.

If the prices of foreign securities are available either late in the evening of the business day or on the following business day, the Scheme(s) will declare the NAV for a Business Day on the next Business Day by 10:00 am.

#### **E. Procedure in case of delay in disclosure of NAV**

The NAV of the scheme(s) shall be declared as per timelines stated in the respective SID of the schemes. In case of any delay, the reasons for such delay would be explained to AMFI in writing. If the NAVs are not available before the commencement of Business Hours on the following day (or following day of the next Business Day, if applicable) due to any reason, the Mutual Fund shall issue a press release giving reasons and explaining when the Mutual Fund would be able to publish the NAV.

### **IX. TAX & LEGAL & GENERAL INFORMATION**

#### **A. TAXATION ON INVESTING IN MUTUAL FUNDS**

The tax benefits set out in the SAI are for general purposes only and do not constitute tax advice. The tax information provided in the SAI does not purport to be a complete description of all potential tax costs, incidence and risks inherent in subscribing to the Units of scheme(s) offered by Mahindra Manulife Mutual Fund. Investors should be aware that the fiscal rules/ tax laws may change and there can be no guarantee that the current tax position as laid out may continue indefinitely. The applicability of tax laws, if any, on Mahindra Manulife Mutual Fund/Scheme(s)/ investments made by the Scheme(s) and/ or investors and/ or income attributable to or distributions or other payments made to Unitholders are based on the understanding of the prevailing tax legislations and are subject to adverse interpretations adopted by the relevant authorities resulting in tax liability being imposed on Mahindra Manulife Mutual Fund/ Scheme(s)/ Unitholders/ Trustee/ AMC. In the event any such liability as may be determined by the tax authorities is/ being imposed on Mahindra Manulife Mutual Fund/ Scheme(s) or the Trustee or the AMC, the Unitholders shall be liable to pay on demand and/ or indemnify Mahindra Manulife Mutual Fund/ Scheme(s) and/ or the Trustee and/ or the AMC for any such tax liability.

In view of the individual nature of the tax consequences, each investor is advised to consult his/ her own professional tax advisor. The tax information contained in SAI alone is not sufficient and should not be used for the development or implementation of an investment strategy or construed as investment advice. Investors alone shall be fully responsible/ liable for any decision taken on the basis of this document. Neither the Mutual Fund nor the AMC nor any person connected with it accepts any liability arising from the use of this information. Investors should study this SAI carefully in its entirety and should not construe the contents as advice relating to taxation. Investors are advised to consult their tax, investment and other professional

advisors to determine possible tax, financial or other considerations of subscribing to or redeeming Units, before making a decision to invest/ redeem Units.

As per the taxation laws in force and Chapter VII of the Finance (No. 2) Act, 2004 pertaining to Securities Transaction Tax (STT), the tax benefits/ consequences as applicable, to Mahindra Manulife Mutual Fund in respect of its Mutual Fund schemes (being an equity oriented fund/ other than equity oriented fund/ specified mutual fund ) and investors investing in the Units of its Mutual Fund Schemes [on the assumption that the units are not held as stock-in-trade] are stated as follows:

## **1. Tax Benefits/Consequences to the Mutual Fund**

Mahindra Manulife Mutual Fund is a Mutual Fund registered with the Securities & Exchange Board of India and hence the entire income of the Mutual Fund is exempt from income-tax in accordance with the provisions of section 10(23D) of the Income-tax Act, 1961 (the Act). The Mutual Fund will receive all income without any deduction of tax at source under the provisions of section 196(iv) of the Act.

Where the Fund receives any income from investments made in overseas jurisdictions, the same may be subject to withholding tax (or any other tax) in the relevant jurisdiction from where the income is received. As the Fund is exempted from its entire income (including foreign income) in India, credit/ refund in respect of such foreign taxes withheld/ paid by the fund will not be available.

### **i. Transactions not regarded as transfers u/s. 47:**

Section 47 is amended with insertion of clause (xviii) and clause (xix) to provide that any transfer of unit or units by a unit holder upon consolidation of two or more schemes of equity oriented fund or two or more schemes of a fund other than equity oriented fund or upon consolidation of two or more plans within a mutual fund scheme will not be treated as transfer, if the transfer is made in consideration of the allotment to him of unit or units in the Consolidated Scheme of the mutual fund under the process of consolidation of the schemes of mutual fund in accordance with the SEBI (Mutual Funds) Regulation, 1996 and accordingly capital gains will not apply.

The cost of acquisition of units in the consolidated plan / scheme shall be the cost of units in consolidating plan / scheme of mutual fund and period of holding of the units of consolidated plan / scheme shall include the period of holding for which the units in consolidating plan / scheme of mutual fund were held.

SEBI has, vide circular SEBI/HO/IMD/DF2/CIR/P/2018/160 dated 28 December 2018 permitted creation of segregated portfolio of debt and money market instruments by Mutual Fund schemes. As per the SEBI circular, all the existing unit holders in the affected scheme as on the day of the credit event shall be allotted equal number of units in the segregated portfolio as held in the main portfolio. Accordingly, on segregation, the unit holders hold same number of units in two schemes –the main scheme and segregated scheme. Finance Act, 2020 has rationalized capital gains taxability in relation to mutual fund portfolio segregation as per SEBI regulations. In such a case, the period of holding of segregated units shall be counted from date of holding of original units and the cost of acquisition of segregated units shall be apportioned between original units and segregated units based on net asset value prevailing immediately before segregation

### **ii. Securities Transaction Tax (STT)**

STT is levied on purchase or sale of a unit of an equity- oriented fund entered in a recognized stock exchange. The responsibility for the collection of the STT and payment to the credit of the Government is with the Stock Exchange. STT is also levied on sale of a unit of an equity-oriented fund to the Mutual Fund. In such a case, the responsibility for the collection of the STT and payment to the credit of the Government is with the Mutual Fund. As per Chapter VII of the Finance (No. 2) Act, 2004 pertaining to STT, STT shall be payable, wherever applicable, as follows:

Sr. No	Taxable Securities Transaction	Rate	Payable by
1.	Purchase / Sale of equity shares	0.1%	Purchaser/ Seller
2.	Sale of units of equity oriented mutual fund (delivery based) on recognized stock exchange	0.001%	Seller
3.	Sale of equity shares, units of equity oriented mutual fund (non-delivery based)	0.025%	Seller
4.	Sale of a unit of an equity-oriented fund to the Mutual Fund	0.001%	Seller
5.	Sale of unlisted equity shares under an offer for sale referred to in Section 97(13) (aa) under Chapter VII of the Finance (No. 2) Act, 2004	0.2%	Seller
6.	Transaction for sale of futures in securities	0.02%	Seller
7.	Transaction for sale of an option in securities	0.10%	Seller
8.	Transaction for sale of an option in securities, where option is exercised	0.125%	Purchaser

## 2. Tax Benefits / Consequences to Unit holders

### i. Income-tax

Any dividend or income distribution by mutual fund on units is taxable in the hands of unit holders at the applicable income tax rates given below. Further, in case of FPIs, it will be taxed at the rate of 20% plus applicable surcharge & cess.

Type of Assessee	% of Income Tax
Individuals, HUFs, BOIs, Association of Persons, and Artificial Juridical Persons	Applicable Slab Rates
Individuals, HUFs, BOIs, Association of Persons, and Artificial Juridical Persons under new tax regime under section 115BAC	Applicable Slab Rates
Co-operative society other than those availing concessional tax rate benefit under section 115BAD and 115 BAE of the Act	Applicable slab rates
Co-operative society availing concessional tax rate benefit under section 115BAD and 115 BAE of the Act	22%
Partnership Firms, including Limited Liability Partnerships ('LLPs')	30%
Domestic company if the company resorts to new taxation regime provided under section 115BAB.	15%
Domestic company if the company opt to the new taxation regime under section 115BAA.	22%
Domestic company having turnover/ gross receipt not exceeding Rs 400	25%

crore in financial year 2023-24 and does not adopt new taxation regime under sections 115BAA and 115BAB.	
Domestic Company other than above	30%
Foreign Companies	35%

The surcharge rates are as under:

- a. In case of Companies: -

Net Income	Domestic companies @	Foreign Companies
Above Rs 1 crore and upto Rs 10 crore	7%	2%
Above Rs 10 crore	12%	5%

@ - Surcharge at the flat rate of 10% to be levied on income tax for the companies opting for lower rate of tax under section 115BAA or 115BAB.

- b. In case of Individuals/HUFs/BOIs/AOPs and Artificial juridical persons (other than co-operative society) under section 115BAC (i.e. new tax regime): -

Net Income	Surcharge on amount of income tax on dividend income and income which is taxable under section 111A, 112 and 112A of the Act	Surcharge on amount of income tax on other incomes
Above Rs 50 lakh and upto Rs 1 crore	10%	10%
Above Rs 1 crore and upto Rs 2 crore	15%	15%
Above Rs 2 crore	15%	25%

- c. In case of Individuals/HUFs/BOIs/AOPs and Artificial juridical persons under old tax regime: -

Net Income	Surcharge on amount of income tax on dividend income and income which is taxable under section 111A, 112 and 112A of the Act	Surcharge on amount of income tax on other incomes
Above Rs 50 lakh and upto Rs 1 crore	10%	10%
Above Rs 1 crore and upto Rs 2 crore	15%	15%
Above Rs 2 crore and upto Rs 5 crore	15%	25%
Above Rs 5 crore	15%	37%

- d. In case of firms, and local authorities, @ 12% (if their net income exceeds Rs. 1 crore).
- e. In case of co-operative society (other than resident co-operative society opting under section 115BAD) @ 7% (if their net income exceeds Rs. 1 crore but does not exceed 10 crore) and @12%, where net income exceeds 10 crore. In case of resident co-operative society opting under section 115BAD, @10%.

f. The marginal relief in case of surcharge is also applicable.

g.

## **ii. Security Transaction Tax**

At the time of sale of units of an equity-oriented fund to the Mutual Fund (i.e. redemption/repurchase of units by the Fund), the Unit holder is required to pay STT of 0.001% on the value of the transfer, which will be collected by the Mutual Fund and deposited into Government treasury.

## **iii. Capital Gains Tax**

Period of holding for short term capital asset in respect of units of equity oriented mutual fund schemes is less than or equal to 12 months and in case of other than equity oriented mutual fund units, is less than or equal to 24 months. A capital asset other than a short-term capital asset is considered as long-term capital asset. Listed securities held for 12 months or less shall qualify as short-term capital asset or else shall qualify as long-term capital asset.

Equity oriented fund is a fund where the investible funds are invested by way of equity shares in domestic companies to the extent of more than 65% of the total proceeds of such fund.

The Finance Act, 2023 has introduced section 50AA, providing for computation of capital gains in relation to unit of a Specified Mutual Fund acquired on or after the 1 April 2023. The gain so computed shall deemed to be capital gains arising from transfer of a short-term capital asset.

Specified Mutual Fund means a Mutual Fund by whatever name called, where not more than 35% of its total proceeds is invested in the equity shares of domestic companies. Effective A.Y. 2026-27, the definition of Specified Mutual Fund has been amended to include (a) Mutual Fund by whatever name called, which invests more than 65% of its total proceeds in debt and money market instruments; or (b) a fund which invests 65% or more of its total proceeds in units of a fund referred to in sub-clause (a).

### **(a) Long Term Capital Gains**

- Long-term capital gains in respect of units of other than equity-oriented fund will be chargeable under section 112 of the Act, at concessional rate of tax, at 12.50% without indexation (plus applicable surcharge and health & education cess).
- Long-term capital gains in respect of units of equity oriented mutual fund will be chargeable under section 112A of the Act at concessional rate of tax at 12.50% (plus applicable surcharge and health & education cess) without indexation and without foreign currency fluctuation benefit on such capital gains exceeding one lakh twenty-five thousand rupees. The concessional rate of 12.50% shall be available only if STT has been paid on transfer of units of equity oriented mutual funds.
- Any securities held by Foreign Institutional Investors/ Foreign Portfolio Investor in accordance with SEBI Regulations, shall be covered within the definition of the term 'Capital Asset' under

section 2(14) of the Act. Long-term capital gains on sale of units would be taxed at the rate 12.50% (plus applicable surcharge and health & education cess) under Section 115AD of the Act. Such gains would be calculated without indexation of cost of acquisition. Any long-term capital gains arising from transfer of long-term capital asset referred to in section 112A of the Act will be liable to tax at the rate of 12.50% on such income exceeding one lakh twenty five thousand rupees where STT has been paid on transfer of such unit if equity oriented fund. The long-term capital gains are required to be computed without giving effect to the first and second provisos to section 48 of the Act i.e. benefit of computation of capital gains in foreign currency and indexation in respect of cost of acquisition and improvement.

The following amounts would be deductible from the full value of consideration, to arrive at the amount of capital gains:

- Cost of acquisition of units.
- To provide relief on gains already accrued upto 31 January 2018, a mechanism has been provided to “step up” the COA of securities. Under this mechanism, COA is substituted with the Fair Market Value (FMV), where sale consideration is higher than the FMV. Where sale value is higher than the COA but not higher than the FMV, the sale value is deemed as the COA. FMV is defined as the highest price quoted for the unit on 31 January 2018 on a “recognized stock exchange”, or Net Asset Value of the unit as on 31 J
- a
- nuary 2018 where unit is not listed.
- Expenditure incurred wholly and exclusively in connection with such transfer (excluding any sum paid on account of STT).
- As per Finance (No. 2) Act 2024, the benefit of indexation available under second proviso to section 48 has been removed for calculation of any long-term capital gains on other unlisted securities.
- In case of resident individuals and HUFs, where taxable income as reduced by long-term capital gains, is below the basic exemption limit, the long-term capital gains will be reduced to the extent of the shortfall and only the balance long-term capital gains will be subjected to the flat rate of income-tax (plus applicable surcharge and health & education cess).

#### **(b) Short Term Capital Gains**

- As per section 111A of the Act, short-term capital gains on sale of units of an equity-oriented fund where such transaction of sale is chargeable to STT shall be subject to tax at a rate of 20% (plus applicable surcharge and health & education cess).
- Short term capital gains on sale of units other than equity oriented mutual funds shall be subject to tax, at a rate of 35% (plus applicable surcharge and health & education cess) in the case of foreign companies and at a rate of 30 per cent (plus applicable surcharge and health & education cess) in the case of other companies. Such short term capital gains in the hands of individuals / HUF will be included in their Gross Total Income and will be taxed at the rate applicable to them. Further in case of res

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- dent individuals and HUFs where taxable income as reduced by short-term capital gains, is below the basic exemption limit, the short-term capital gains will be reduced to the extent of the shortfall and only the balance short-term capital gains will be subjected to the flat rate of income-tax (plus health & education cess).
- In case of Foreign Institutional Investors/ Foreign Portfolio Investor, short-term capital gains on sale of units of an equity-oriented fund, subject to STT, shall be subject to tax at a rate of 20% (plus applicable surcharge and health & education cess) under section 111A of the Act. Short-term capital gains would be taxed at 30% (plus applicable surcharge and health & education cess) in other cases which are not subject to STT, under section 115 AD of the Act.
- Deductions under Chapter VI-A of the Act cannot be claimed against the short-term capital gains and long- term capital gains, covered under section 111A or section 112 or section 112A of the Act.

### ***Exemption of capital gain from income tax***

As per the provisions of section 54F of the Act and subject to the conditions specified therein, in the case of an individual or a HUF, capital gains arising on transfer of a long-term capital asset (not being a residential house) are not chargeable to tax if the entire net consideration received on such transfer is invested within the prescribed period in a residential house. If part of such net consideration is invested within the prescribed period in a residential house, then such gains would not be chargeable to tax on a proportionate basis. For this purpose, net consideration means full value of the consideration received or accruing as a result of the transfer of the capital asset as reduced by any expenditure incurred wholly and exclusively in connection with such transfer.

Finance Act, 2023 with effect from FY 2023-24 has amended the provision imposing a limit of INR 10 crores on the value of investment in residential house. Thus, any investment exceeding INR 10 crores shall not be taken into account while determining the exemption available under section 54F of the Act.

### ***Bonus Stripping***

Under the provisions of Section 94(7) of the Act, loss arising on sale of units, which are bought within 3 months prior to the record date (i.e. the date fixed by the Mutual Fund for the purposes of entitlement of the unit holders to receive income or additional units without any consideration, as the case may be) and sold within 9 months after the record date, shall be ignored for the purpose of computing income chargeable to tax to the extent of exempt income received or receivable on such units.

Under the provisions of Section 94(8) of the Act, where any person purchases units ('original units') within a period of 3 months prior to the record date, who is allotted additional units without any payment and sells all or any of the original units within a period of 9 months after the record date, while continuing to hold all or any of the additional units, then any loss arising on sale of the original units shall be ignored for the purpose of computing income chargeable to tax. The amount of loss so ignored shall be deemed to be the cost of purchase of the additional units as are held on the date of such sale.



### Switching between options

Switching from one option to another option of a Scheme will attract the same implications as applicable on transfer / redemption of such units.

#### iv. Tax Deduction at Source

- a. Resident Unit holders: As per section 194K of the Act, any person responsible for paying to a resident any income in respect of units of a Mutual Fund specified under clause (23D) of section 10 shall, at the time of credit of such income to the account of the payee or at the time of payment thereof by any mode, whichever is earlier, deduct income-tax thereon at the 10%.
- b. Foreign Institutional Investors /Foreign Portfolio Investor: Under section 196D of the Act, no deduction shall be made from any income by way of capital gains, in respect of transfer of units referred to in section 115AD of the Act. However, income tax at the rate of 20% will be deducted on dividend income received on units of a Mutual Fund specified under clause (23D) of section 10.
- c. Other Non-resident Unit holders: The provisions of section 195 of the Act may apply to non-residents (other than Foreign Institutional Investors). Accordingly income tax may have to be deducted at source in the case of a non- resident (other than foreign companies) at the rate of 20% (plus applicable surcharge and health & education cess) on short-term capital gains referred to in section 111A and at the rate of 30% (plus applicable surcharge and health & education cess) in case of short-term capital gains (other than under section 111A), unless a lower withholding tax certificate is obtained from the tax authorities. The tax at the rate of 12.50% (plus applicable surcharge and health & education cess) may have to deducted in case of long-term capital gains referred to in section 112(1)(c)(iii) of the Act and at the rate of 12.50% (plus applicable surcharge and health & education cess) in case of long-term capital gains referred to in section 112A of the Act and at the rate of 12.50% (plus applicable surcharge and health & education cess) in case of other long-term capital gains, unless a lower withholding tax certificate is obtained from the tax authorities.

In the case of foreign companies the rate of tax to be deducted at source on short-term capital gains referred to in section 111A would be 20% (plus applicable surcharge and health & education cess) and at the rate of 35% (plus applicable surcharge and health & education cess) in case of short-term capital gains (other than under section 111A), unless a lower withholding tax certificate is obtained from the tax authorities, and at the rate of 12.50% (plus applicable surcharge and health & education cess) in case of long-term capital gains referred to in section 112(1)(c)(iii) of the Act and at the rate of 12.50% (plus applicable surcharge and health & education cess) in case of long-term capital gains referred to in section 112A of the Act and at the rate of 12.50% (plus applicable surcharge and health & education cess) in case of other long-term capital gains, unless a lower withholding tax certificate is obtained from the tax authorities.

Finance Act, 2020 has also amended the provision of section 196A of the Act to revive its applicability on TDS on income, in respect of units of a Mutual Fund. The income tax at the rate of 20% will be deducted on dividend or income distribution received on units of a Mutual Fund specified under clause (23D) of section 10.

The higher rate of TDS may apply in following cases: -

1. As per Section 206AA, a recipient who fails to furnish PAN to the person making a payment would suffer TDS at the higher rate of 20%. This requirement would not apply to such non-resident recipient if the details and documents are furnished to the payer under Rule 37BC inserted vide Notification No. 53/2016.
2. PAN Aadhaar linking: TDS at the higher rate of 20% shall be applicable in case PAN and Aadhaar is not linked.

**v. Gift of Units**

As per the provisions of section 56(2)(x) of the Act, certain specified property transferred, without consideration / adequate consideration, exceeding specified limits, are taxable in the hands of the recipient individual / HUF (subject to certain exceptions) under the head 'Income from other sources' as under.

- a) Units received without any consideration where the aggregate fair market value of such units exceed Rs 50,000 - The aggregate FMV of the units received.
- b) Units received for a consideration where the aggregate FMV of the units received exceeds the consideration by more than Rs 50,000 - The difference between the aggregate FMV of the units and the consideration

The term "property" includes shares and securities. Units of a mutual fund may fall within the purview of the term "securities". As per the Act, "property" would refer to capital assets only. For this purpose, the FMV means the value to be determined in accordance with the methods prescribed. For the purpose of computing capital gains on transfer of such units received without consideration or for consideration less than the FMV, the cost of acquisition is deemed to be the value determined under (a) or (b) above, as the case may be.

Certain exceptions such as property received from prescribed persons like relatives, etc. or on prescribed occasions like marriage, etc. have been excluded from the purview of section 56(2)(x) of the Act.

**vi. Clubbing of income**

Subject to the provisions of section 64(1A) of the Act, taxable income accruing or arising in the case of a minor child shall be included in the income of the parent whose total income is greater or where the marriage of the parents does not subsist, in the income of that parent who maintains the minor child. An exemption under section 10(32) of the Act, is granted to the parent in whose hand the income is included upto Rs. 1,500/- per minor child. When the child attains majority, the tax liability will be on the child.

**vii. Deduction under section 80C**

As per section 80C, and subject to the provisions, an individual / HUF is entitled to a deduction from Gross Total Income up to Rs. 1.50 lakh (along with other prescribed investments) for amounts

invested in any units of a mutual fund referred to in section 10(23D) of the Act, under Equity Linked Savings Schemes (ELSS) or any plan formulated in accordance with such scheme as the Central Government may notify. However, Individual or HUF opting for new concessional tax regime shall not be entitled to deduction under section 80C of the Act.

**viii. Set off and carry forward of losses**

According to the provisions of the Act, the capital loss resulting from sale of units would be available for set off against other capital gains made by the investor and would reduce the tax liability of the investor to that extent. However, losses on transfer of units held as long-term capital assets would be allowed to be set-off only against gains from transfer of long-term capital assets. Where such losses arising from sale of units held as capital asset cannot be wholly set-off, the amount of losses not set-off can be carried forward for a period of eight years.

Under the Act, a loss resulting from the transfer of units held as stock in trade or trading asset would be available for set off against income under any other head other than income under the head 'Salaries'. Where such loss cannot be wholly set-off in accordance with the provisions of the Act, the amount remaining to be set-off can be carried forward for a period of eight years and setoff against income under the head 'Profits and gains of business or profession'. The above provision shall be subject to Bonus Stripping provisions.

**ix. Statement of Financial Transaction**

A trustee of a mutual fund or such other person managing the affairs of the mutual fund is required to file a Statement of Financial Transactions ('SFT') furnishing details of receipts from any person of an amount aggregating to Rs. 10 lakh or more in a financial year for acquiring units of one or more schemes of the Mutual Fund.

**x. Other Benefits**

Investments in Units of the Mutual Fund will rank as an eligible form of investment under Section 11(5) of the Act read with Rule 17C of the Income-tax Rules, 1962, for Religious and Charitable Trusts.

**xi. Tax Treaty Benefits**

A non-resident investor has an option to be governed by the provisions of the Act or the provisions of a Tax Treaty that India has entered into with another country of which the nonresident investor is a tax resident, whichever is more beneficial to the non-resident investor. As per the provisions of the Act, submission of tax residency certificate ("TRC") along with Form No. 10F will be necessary for granting Tax Treaty benefits to non-residents. A taxpayer claiming Tax Treaty benefit shall furnish a TRC of his residence obtained by him from the Government of that country or specified territory. CBDT has issued a notification no.57/2013 dated August 1, 2013, amending the Income-tax Rules, 1962, prescribing the additional information required to be provided by a non-resident in Form No. 10F along with TRC to avail treaty benefits. The non-resident is required to provide the following information duly signed by the authorised signatory in the prescribed form 10F:

- a. Status (individual, company,
- b. firm etc.) of the

- c. non-resident.
- d. Permanent Account Number (PAN) of the non-resident if allotted.
- e. Nationality (in case of an individual) or country or specified territory of incorporation or registration (in case of others).
- f. Non-resident's tax identification number in the country or specified territory of residence and in case there is no such number, then, a unique number on the basis of which the person is identified by the Government of the country or the specified territory of which the non-resident claims to be a resident.
- g. Period for which the residential status, as mentioned in the certificate referred to in sub-section (4) of section 90 or subsection (4) of section 90A, is applicable.
- h. Address of the non-resident in the country or specified territory outside India, during the period for which the certificate, as mentioned in (5) above, is applicable.

Further as per section 195(7) of the Act, an application may be required to be made to the tax authorities to determine the withholding tax rate, if transfer / redemption / buyback of units is covered within the list of specified transactions, such list being yet not specified. Further, the provisions of Section 195 and / or Section 197 of the Act would need to be complied, and documents will have to be furnished by the non-resident investor in this regard.

The above Statement of Possible Direct Tax Benefits/ Consequences sets out the provisions of law in a summary manner only and is not a complete analysis or listing of all potential tax consequences of the purchase, ownership and disposal of mutual fund units. The statements made above are based on the tax laws in force. Investors/Unit holders are advised to consult their tax advisors with respect to the tax consequences of the purchase, ownership and disposal of mutual fund units.

## **B. Legal Information**

### **I. Nomination Facility**

1. Pursuant to Regulation 29A of the SEBI Regulations and clause 17.16 of SEBI Master Circular, the AMC provides an option to the Unitholder to submit either the nomination form or the declaration form for opting out of nomination in physical (using the format available on the website of the Fund viz., [www.mahindramanulife.com](http://www.mahindramanulife.com)) or online mode, as per the choice of the unit holder(s).

In case of physical option, the forms shall carry the wet signature of all the unit holder(s). In case of online option, instead of wet signature(s) of all the unit holder(s), the AMC shall validate the forms in the following manner:

- a) through two factor authentication in which one of the factors shall be a One-Time Password sent to the unit holder at his/her email/phone number registered with the AMC; or
- b) by using e-Sign facility recognized under Information Technology Act, 2000; as and when this facility is made available

Where the Units are held by more than one person jointly, the joint Unit holders may together nominate a person(s) in whom all the rights in the Units shall vest in the event of death of all the joint Unit holders. By provision of this facility the AMC is not in any way attempting to grant any rights other than those granted by law to the nominee(s).

A nomination in respect of the Units does not create an interest in the investments after the death of the Unit holder. The nominee(s) shall receive the Units only as an agent and trustee for the legal heirs or legatees as the case may be.

The mode of operation (of the joint folio), namely that of the first named holder OR anyone or survivor OR either or survivor basis OR joint, etc. shall be unaffected by the rule of survivorship.

2. It is mandatory for all new investors/unitholders under “Single” mode of holding to provide Nomination details (including nominee name, address and relationship) or Opt out of the nomination by providing specific details / declaration in the ‘Nomination’ section of the form. In the absence of the said details, the application form shall be liable for rejection. However, it is advisable for all existing investors/unitholders under “Single” as well “Joint” mode of holding to provide ‘choice of nomination’ in their folios for ensuring smooth transmission of securities held by them.
3. The nomination can be made only by individuals applying for/holding units on their own behalf singly or jointly.
4. Non-individuals including a Society, Trust, Body Corporate, Partnership Firm, Karta of Hindu undivided family, a Power of Attorney holder and/or Guardian of Minor unitholder cannot nominate.
5. Nomination is not allowed in a folio where investments are made on behalf of a Minor..
6. In case a folio has joint holders, all joint holders should sign the request for nomination/change/cancellation of nomination, even if the mode of holding is ‘either or survivor’
7. Minor(s) can be nominated and in such cases, the date of birth of minor, name of the parent/ legal guardian representing such minor nominee(s) shall be provided mandatorily by the Unit holder(s).
8. Only the following categories of Indian Residents can be nominated: (a) individuals (b) minors through parent/legal guardian(c) religious and charitable trusts and (d) Central Government, State Government, a local authority or any person designated by virtue of his office. The Nominee shall not be a trust other than a religious or charitable trust, society, body corporate, partnership firm, Karta of Hindu Undivided Family or a Power of Attorney holder.
9. Nomination in respect of the units stands rescinded upon the transfer of units.
10. A Non-Resident Indian may be nominated subject to the applicable exchange control regulations.
11. Multiple Nominees: Nomination can be made in favour of multiple nominees, subject to a maximum of three nominees. In case of multiple nominees, the percentage of the allocation/share should be in whole numbers without any decimals, adding upto a total of 100%. If the total percentage of allocation amongst multiple nominees does not add up to 100%, the nomination request shall be treated as invalid and rejected. In the event of the Unit holder(s) fail to indicate the percentage of allocation/share for each of the nominees, the Fund/ AMC, by invoking default option shall settle the claim equally amongst all the nominees. Any odd lot after division shall be transferred to the first nominee mentioned in the form.
12. Every new nomination for a folio will overwrite the existing nomination, if any.
13. Nomination made by a unit holder shall be applicable for units held in all the schemes under the respective folio / account.
14. Death of Nominee/s: In the event of the nominee(s) pre-deceasing the unitholder(s), the unitholder/s is/are advised to make a fresh nomination soon after the demise of the nominee. The nomination will automatically stand cancelled in the event of the nominee(s) pre-deceasing the unitholder(s). In case of multiple nominations, upon demise of one of the nominees prior to the demise of the investor and if no change is made in the nomination, then the assets shall be distributed to the surviving nominees on pro rata basis upon demise of the investor.
15. Transmission of units in favour of a Nominee(s) shall be valid discharge by the AMC/ Mutual Fund / Trustees against the legal heir(s).
16. The nomination will be registered only when the form is completed in all respects to the satisfaction of the AMC.

17. In respect of folios/accounts where the Nomination has been registered, the AMC will not entertain any request for transmission / claim settlement from any person other than the registered nominee(s), unless so directed by any competent court.
18. Cancellation of nomination can be made only by those Unit holder(s) who hold Units on their own behalf either singly or jointly and who made the original nomination. On cancellation of nomination, the nomination shall stand rescinded and the Fund/ AMC shall not be under any obligation to transmit the Units in favour of the nominee(s).
19. In case of investors opting to hold the Units in demat form, the nomination details provided by the investor to the depository participant will be applicable.
20. Investors may note that where the Units are transferred in favour of the nominee, the “Know Your Customer” norms, where applicable will have to be fulfilled by the nominee. Further, AMC/RTA shall not be liable for any action taken on the basis of nomination made by the unitholder.

#### **Rights, Entitlement and Obligation of the investor and nominee:**

- If the investor intends to open a new demat account / MF folios, he/she is required to provide nomination.
- Investor can make nomination or change nominee any number of times without any restriction.
- Investor shall be entitled to receive acknowledgement from the AMC / DP for each instance of providing or changing nomination.
- Upon demise of the investor, the nominees shall have the option to either continue as joint holders with other nominees or for each nominee(s) to open separate single account / folio.
- In case all of nominees of investor do not claim the assets from the AMC / DP, then the residual unclaimed asset shall continue to be with the AMC in case of MF units and with the concerned Depository in case of Demat account.
- Investor shall have the option to designate any one of his/her nominees to operate his/her account / folio, in case of physical incapacitation, at any point of time and not just during opening of account / folio. This mandate can be changed any time by the investor.

#### **Transmission aspects relating to nomination:**

- AMCs / DPs shall transmit the folio / account to the nominee(s) upon receipt of 1) copy of death certificate and 2) completion / updation of KYC of the nominee(s). The nominee is not required to provide affidavits, indemnities, undertakings, attestations or notarization.
- In case of a joint account / folio, for transmission to the surviving joint holder(s) by name deletion, the surviving joint holder(s) shall have the option to update residential address(es), mobile number(s), email address(es), bank account detail(s), annual income and nominee(s), either along with transmission or at a later date. The regulated entity cannot seek KYC documents at the time of transmission, unless it was sought earlier but not provided by the holder.
- Nominee(s) shall extend all possible co-operation to transfer the assets to the legal heir(s) of the deceased investor. In this regard, no dispute shall lie against the AMC / DP.

## **II. Know Your Customer (KYC) Compliance**

In terms of the Prevention of Money Laundering Act, 2002, the Rules issued there under and the guidelines/circulars issued by SEBI regarding the Anti Money Laundering (AML Laws), all intermediaries, including Mutual Funds, have to formulate and implement a client identification programme, verify and maintain the record of identity and address(es) of investors.

In order to bring about uniformity in the KYC process in the securities market, Common KYC Application form and supporting documents shall be used by all SEBI registered intermediaries viz. intermediaries viz. Mutual Funds, Portfolio Managers, Depository Participants, Stock Brokers, Venture Capital Funds, Collective Investment Schemes, etc. Further, to avoid duplication of KYC process across SEBI registered intermediaries, a mechanism for centralization of the KYC records in the securities market has been developed. Accordingly, an intermediary shall perform the initial KYC of its clients and upload the details on the system of the Central KYC Records Registry (CKYCR)/ KYC Registration Agency (KRA). When the client approaches another intermediary, the intermediary can verify and download the client's details from the system of the CKYCR/KRA. As a result, once the client has done KYC with a SEBI registered intermediary, he need not undergo the same process again with another intermediary provided the KYC status is 'KYC Validated'.

For individual investors, AMFI vide its Best Practices Guidelines Circular No.68 / 2016-17 dated December 22, 2016 on 'Implementation of Central KYC (CKYC) norms', has prescribed new CKYC norms which shall be applicable with effect from February 1, 2017, for prospective individual investors who has never done KYC under KRA regime and whose KYC is not registered or verified in the KRA system. For details, please refer the section "How to apply for KYC".

For regulating KRAs, SEBI has formulated the KYC Registration Agency (KRA) Regulations, 2011 which covers the registration of KRAs, functions and responsibilities of the KRAs and intermediaries, code of conduct, data security, etc. KRA system centralizes KYC records in the securities market. To expand the centralized database of the KYC records of the entire securities market, KRAs are required to upload the KYC details of the existing clients of the intermediaries in the current KRA & CKYCR system, in a phased manner. Guidelines in this regard have been issued by SEBI in consultation with the major Stock Exchanges, Depositories, KRAs, AMFI, Brokers' Associations and market participants.

In-Person' Verification (IPV) of clients has been made mandatory for all SEBI registered intermediaries. Asset Management Companies (AMCs) and the distributors who comply with the certification process of National Institute of Securities Market (NISM) or AMFI and have undergone the process of 'Know Your Distributor (KYD)' can perform the IPV for mutual fund investors. However, where applications are received by the mutual funds directly from the clients (i.e. not through any distributor), the IPV performed by the scheduled commercial banks can be relied on. The IPV carried out by any SEBI registered intermediary can be relied upon by the Mutual Fund. For details, please refer sections "How to apply for KYC" and "Who are required to be KYC compliant" of this document. Since PAN is not mandatory for

- a. Investment (including SIP) upto Rs. 50,000 per year per investor; and
- b. Investors residing in state of Sikkim; should mandatorily mention their PEKRN for investments and attach copy of PEKRN acknowledgement issued by the KRA's.

### **Units held in physical (non-demat) form**

Investors should note that it is mandatory for all subscription(s) viz.-

- i. Purchases;
- ii. Switches;
- iii. Registrations for Systematic Investments viz. Systematic Investment Plan (SIP), Systematic Transfer Plan (STP).; irrespective of the amount of investment to be KYC Compliant.

Investors (guardian in case of minor) and Third Party<sup>^</sup>, if applicable, should (i) attach proof of KYC Compliance viz. KYC Acknowledgement Letter\* (\*for those investors who have completed KYC formalities through SEBI registered KYC registration authorities) downloaded from the websites of the KRA's using the PAN; OR (ii) provide KYC Identification Number (KIN) issued by the Central KYC Registry (CKYCR)

<sup>^</sup>Third Party means any person making payment towards subscription of units in the name of the Beneficial Investor.

As and when any individual investor wishes to invest on the basis of KIN, the AMC or its Registrar will use the KIN provided by the investor along with the PAN/PEKRN for downloading KYC information from CKYCR and KRA system and update its records.

Any new individual or non-individual investor wishing to invest in the scheme(s) of the Fund shall use the "CKYC & KRA KYC Form" to complete the KYC formalities. The "CKYC and KRA KYC Application Form" is available on the website of the Fund viz., [www.mahindramanulife.com](http://www.mahindramanulife.com).

Post completion of the KYC formalities using the above referred KYC form, the investor will be allotted a unique 14-digit KIN by CKYCR, which can be used by the investor at the time of making any future investments. However, the Fund reserves the right to carry out additional KYC / ask any additional information/documents from the investor to meet the requirements of its KYC Policy.

New non-individual investors shall use the common CKYC & KRA KYC Application Form prescribed by SEBI and carry out the KYC process including In-Person Verification (IPV) with any SEBI registered intermediaries including mutual funds. The CKYC & KRA KYC Application Forms are also available on the website of the Fund viz., [www.mahindramanulife.com](http://www.mahindramanulife.com).

In the event of non compliance of KYC requirements, the Trustee / AMC reserves the right to freeze the folio of the investor(s) and affect mandatory redemption of unit holdings of the investors at the applicable NAV, subject to payment of exit load, if any.

All investors (both individual and non-individual) can apply for KYC compliance as per the abovementioned process using the prescribed forms. However, applicants should note that minors cannot apply for KYC compliance and any investment in the name of minors should be through a Guardian, who should be KYC compliant for the purpose of investing with a Mutual Fund. Also, applicants / unit holders intending to apply for units / currently holding units and operating their Mutual Fund folios through a Power of Attorney (PoA) must ensure that the issuer of the PoA and the holder of the PoA must attach proof of KYC Compliance / provide KIN at the time of investment PoA holders are not permitted to apply for KYC compliance on behalf of the issuer of the PoA. Separate procedures are prescribed for change in name, address and other KYC related details, should the applicant desire to change such information.

For applicants who subscribe to the Units through Stock Exchange facility as detailed in this document, the KYC performed by the Depository Participant of the applicants will be considered as KYC verification done by the Trustee / AMC.

### **Units held in Electronic (Demat) mode**

For units held in demat form, the KYC performed by the Depository Participant of the applicants will be considered as KYC verification done by the Trustee / AMC.



## **Permanent Account Number**

SEBI has made it mandatory for all applicants (in the case of application in joint names, each of the applicants) to mention his/ her permanent account number (PAN) irrespective of the amount of purchase\* [Except as given under PAN Exempt Investments]. Where the applicant is a minor, and does not possess his / her own PAN, the PAN of his/ her father or mother or the guardian shall be quoted, as the case may be. However PAN is not mandatory in the case of Central Government, State Government entities and the officials appointed by the courts e.g. Official liquidator, Court receiver etc. (under the category of Government) for transacting in the securities market. The Fund reserves the right to ascertain the status of such entities with adequate supporting documents. Also, investors residing in the state of Sikkim are exempt from the mandatory requirement of PAN, subject to the AMC verifying the veracity of the claim of the investors that they are residents of Sikkim, by collecting sufficient documentary evidence.

In order to verify that the PAN of the applicants (in case of application in joint names, each of the applicants) has been duly and correctly quoted therein, the applicants shall attach along with the purchase\* application, a photocopy of the PAN card duly self-certified along with the original PAN Card. The original PAN Card will be returned immediately across the counter after verification. The photocopy of the PAN card is not required if KYC acknowledgement issued by any KRA is made available.

\*includes fresh/additional purchase, Systematic Investment#

Further, as per the extant income tax rules/guidelines, every person who makes payment of an amount of Rs. 50,000 or more to a Mutual Fund for purchase^ of its units should provide PAN.

^ includes fresh/additional purchase, switch, Systematic Investment# / Transfer and IDCW Reinvestment / IDCW Transfer.

Since IDCW reinvestment/ transfer of Rs. 50,000 or more qualifies as purchase of units for aforesaid Notification, PAN is required to process such reinvestment/ transfer, failing which IDCW reinvestment/ transfer shall be automatically converted into payout option.

# However, the requirement of PAN is exempted in respect of investments in Mutual Fund Scheme(s) [including Systematic Investment Plan (SIP) upto Rs. 50,000/- per year per investor per mutual fund. Please refer “PAN Exempt investments” as stated below for more details.

## **Linking of PAN with Aadhar**

As per Section 139AA of the Income Tax Act, 1961 read with Rule 14AAA of the Income tax Rules, 1962, where a person who has been allotted PAN as on the 1st day of July, 2017, and who is eligible to obtain Aadhaar number has failed to intimate / link Aadhaar with PAN within the prescribed timelines (as applicable), the PAN of such person shall become inoperative. Once a person's PAN becomes inoperative, TDS at the higher rate of 20% shall be applicable in addition to other consequences for not furnishing, intimating or quoting of PAN under the Act. However, PAN will again become operative as and when the taxpayer links it with the Aadhaar number.

Additionally, in the event of any application form being subsequently rejected for mismatch of applicant's PAN details with the details fetched from the Income-Tax database through the PAN-Name validation facility offered by NSDL, the investment transaction will be cancelled and the amount will be refunded to the investor. Please

contact any of the Investor Service Centres/ CAMS/ Distributors or visit our website [www.mahindramanulife.com](http://www.mahindramanulife.com) for further details.

### **PAN Exempt Investments**

SEBI vide letter dated July 24, 2012 has clarified that investments in mutual funds schemes (including investments in SIPs) of upto Rs. 50,000 per investor per year across all schemes of the Fund shall be exempt from the requirement of PAN. Accordingly, individuals (including Joint Holders who are individuals, NRIs but not PIOs, Minors) and Sole proprietary firms who do not possess a PAN (“Eligible Investors”)\* are exempt from submission of PAN for investments upto Rs.50,000 in a rolling 12-month period or in a financial year i.e. April to March. However, Eligible Investors are required to undergo KYC procedure with any of the SEBI registered KYC Registration Authorities (KRA). Eligible Investors must quote PAN Exempt KYC Reference Number (PEKRN) issued by the KRA under the KYC acknowledgement letter in the application form and submit a copy thereof along with the application form. In case the applicant is a minor, PAN /PEKRN details of the Guardian shall be submitted, as applicable. Eligible Investors (i.e. the First Holder alongwith Joint holders, if any) must not possess a PAN at the time of submission of application form. Eligible investors must hold only one PEKRN issued by any one of the KRAs.

If an application for investment together within investments made in a rolling 12 month period or in a financial year i.e. April to March exceeds Rs. 50,000, such an application will be rejected.

Units allotted by way of Fresh / Additional Purchase and Systematic Investment Plans only will be covered in the limit of Rs.50,000. However, any subsequent switch transaction of these units, whose value exceeds the limit of Rs 50,000/- will be processed without the requirement of PAN from the investor. The detailed procedures / requirements for accepting applications shall be as specified by the AMC/Trustee from time to time and their decision in this behalf will be final and binding. Furthermore, the AMC reserves the right to seek PAN from the investor, if it is found that the investor has made investments by quoting his/her PAN in some other mutual fund(s), which is serviced by CAMS as an RTA.

\* HUFs and other categories are not eligible for such investments.

### **Joint Holders**

If an application has more than one investor (maximum three permitted) the investors are required to specify the ‘mode of holding’ in the initial application form as either ‘Joint’ or ‘Anyone or Survivor’. In the event, the investors fail to specify the mode of holding, then by default, the mode of holding will be treated as ‘joint’ for all future purposes by the AMC in respect of the folio. In case the mode of holding is specified as ‘Joint’, the financial and non-financial transaction requests and instructions should be signed by all the Unitholders of the folio. In case the mode of holding is specified as ‘Anyone or Survivor’, any one of the Unitholders as mentioned in the initial application form may sign the financial and non-financial transaction requests and instructions except for lien requests, where all the Unitholders are required to sign the lien request letter. However, in both the above scenarios, the account statements, notices, statutory statements, correspondences with respect to the folio/s, redemptions, IDCW and any other distribution proceeds that may be declared by the Mutual Fund from time to time will be paid to the first-named Unit holder. In cases of request for nomination/cancellation of nomination, all the Unitholders (whether the mode of holding is ‘joint’ or ‘either or survivor’) as mentioned in the initial application form are required to sign such request. In case of death/insolvency of any one or more of the Unit holder/s in the folio, the AMC shall not recognise any person(s) other than the remaining Unitholder/s. In all such cases, the redemptions, IDCW and other distributions as may be declared by the Mutual Fund from time to time shall be paid to the first-named of the remaining Unit holder/s. The Mutual Fund/AMC shall have no liability in

this regard to any other Unitholder other than the first named holder of Units. In addition, such first-named Unitholders shall have the voting rights, as permitted, associated with such Units, as per the applicable guidelines.

**For Units held in Electronic (Demat) Mode:**

For DP account held in joint names, the rules of the Depository for operation of such DP accounts will be applicable.

**Investments on Behalf of Minor**

In addition to the existing procedures, the following procedures shall apply to the investments made on behalf of Minors:-

- i. The minor shall be the sole Unitholder in a folio. Joint holders will not be registered.
- ii. The minor Unitholder should be represented either by a natural parent (i.e. father or mother) or by a legal guardian i.e., a court appointed guardian.
- iii. Copies of birth certificate/ School leaving certificate / Mark sheet issued by Higher Secondary Board of respective states, ICSE, CBSE etc./passport evidencing the date of birth of the minor, relationship proof of the natural parent/ Court Order appointing the legal guardian (as the case may be) should be mandatorily provided while placing a request for subscription on behalf of a minor investor. In case of ambiguity in Date of Birth provided as per the application form/ updated from KYC records vis-a-vis the document evidencing the date of birth of the minor, the date of birth as per such document will be considered and captured in our records accordingly.
- iv. Payment for investment by any mode shall be accepted from the bank account of the minor, parent or legal guardian of the minor or from a joint account of the minor with the parent or legal guardian only as mentioned in the application form. In case of minor folios where the existing payout bank account does not belong to the minor or is not a joint account of the minor held with the legal guardian (registered in the folio) the AMC shall insist upon a change of pay-out bank mandate before processing redemption.

Further, irrespective of the source of payment for subscription, all redemption proceeds shall be credited only in the verified bank account of the minor i.e. the account the minor may hold with the parent/ legal guardian after completing all KYC formalities.

Upon attainment of majority by the minor, the folio/s should be regularized forthwith. The AMC may specify such procedures for regularization of the Folio/s, as may be deemed appropriate from time to time. Post attainment of majority by the minor Unitholder, the Mutual Fund/ AMC will not be obliged to accept any instruction or transaction application made under the signature of the representing guardian of the Folio/s. The folio/s will be frozen for operation by the representing guardian on the day the minor Unitholder attains the age of majority, and no transactions will be permitted till the documents for changing the status are received by the AMC / Mutual Fund.

- v. The AMC/ Mutual Fund will register standing instructions like SIP/ STP/SWP etc. for a folio held by a minor Unitholder (either for existing folio or new folio) from the parent/ legal guardian only till the date when the minor Unitholder attains the age of majority, even though such instructions may be for a period beyond that date.

### **Change of Status from Minor to Major:**

1. The AMC shall send an advance intimation to the registered address of the minor unitholder at least 30 days prior to the minor attaining the age of majority, advising the unitholder to submit a prescribed application form for change in status of the Unitholder from Minor to Major, along with the prescribed documents .
2. The documents required for change of status from Minor to Major includes Application form for change in status from Minor to Major, Copy of PAN Card, KYC details, updated bank account details including cancelled original cheque leaf of the new account with the applicant's name pre-printed, Nomination Form and any such other documents as may be necessary and as desired by the AMC/Mutual Fund/Registrar, in connection with the request for Change of Status from Minor to Major.
3. All financial transactions/standing instructions/systematic and non systematic transactions etc. will be suspended i.e. the folio(s) of minor will be frozen for operation by the guardian from the date the minor Unitholder attains the age of majority as per the records maintained by the AMC and no further customer-initiated transactions shall be permitted till the the status is changed from minor to major.
4. AMC shall discontinue all standing instructions like SIPs, SWPs, STPs etc. with effect from the date of the minor attaining majority. In other words, all existing running SIP, STP, SWP transactions shall be discontinued from the date on which the minor attains the age of majority.
5. The minor's account shall be frozen for operation by the guardian on the day the minor attains the age of majority and no further customer-initiated transactions shall be permitted till the status is changed from minor to major.

Till the receipt of such intimation/information from the minor turned major Unitholder, existing contract as signed by the parent/legal guardian of the minor Unitholder will continue.

### **Change of Guardian:**

In case of change of natural parent/legal guardian of a minor Unitholder, the new parent/legal guardian must submit the requisite documents viz.

- a. An application for change in guardian of the minor unitholder in prescribed form available on the website of the Fund i.e. [www.mahindramanulife.com](http://www.mahindramanulife.com) along with PAN card copy and KYC acknowledgement of the new guardian and a cancelled cheque evidencing the change of guardian in respect of the minor's registered bank account with the new guardian's name
- b. Consent Letter from existing guardian or Court Order for new guardian, in case the existing guardian is alive.
- c. A copy of the Death Certificate of the deceased guardian, where applicable duly attested by a Notary Public or a Judicial Magistrate First Class (JMFC) or a Gazetted Officer. The attestation may also be done by authorised official of the AMC after verifying the original.
- d. The new guardian must be a natural guardian (i.e. father or mother) or a court appointed legal guardian and the new guardian's name & signature should have been registered as the guardian with the minor's bankers in respect of the minor's bank account. Further AMCs shall obtain the information regarding the relationship/ status of the guardian as father, mother or legal guardian in the application form alongwith document evidencing the relationship with the minor.
- e. In case of change in guardian with mutual consent between the parents, the signature of the new guardian shall be duly attested by the existing guardian whose signature is registered in the records of the mutual fund against the folio of the minor unitholder in the space provided in the form.

- f. In all other cases, Bank attestation in respect of the signature of the new guardian shall be obtained on a form hereto, from the bank where the bank account of the minor where the new guardian should have been registered as the guardian.
- g. The new guardian shall be registered as the guardian in respect of the registered bank account of the minor unitholder. A cancelled cheque evidencing the change of guardian in respect of the minor's registered bank account shall be attached to the application for change in Guardian of Minor Unitholder.
- h. Wherever the minor's PAN has been provided in the folio, TDS shall be paid against / quoting the minor's PAN. This would enable the parents of the minor to report the minor's IDCW amount against the PAN of the parent in whose income the minor's income needs to be clubbed while filing their tax returns.

### **III. Transfer and Transmission Facility**

1. Units of all schemes of Mahindra Manulife Mutual Fund which are held in demat form shall be freely transferable under the depository system and in accordance with the provisions of the SEBI (Depositories and Participants) Regulations, 1996. Further, if a person becomes a holder of the units consequent to operation of law, or upon enforcement of a pledge, the Mutual Fund will, subject to production of satisfactory evidence, effect the transfer, if the transferee is otherwise eligible to hold the units. The AMC shall, on production of instrument of transfer together with relevant unit certificates, register the transfer and return the unit certificate to the transferee within 30 days from the date of such production. However, investors are requested to note that issuance of Unit Certificates or request for Unit Certificate transfer to any transferee thereof, would attract Stamp Duty/Statutory levies as stipulated by the Government authorities from time to time
2. In case units are held in a single name by a unit holder, units shall be transmitted in favour of the nominee, where the unit holder has appointed a nominee, upon production of death certificate or any other document to the satisfaction of the Mutual Fund, AMC/Trustee or Registrar.
3. If the unit holder has not appointed a nominee, the units shall be transmitted in favour of the unit holder's executor / administrator of estate / legal heir(s), as the case may be, on production of death certificate or any other document to the satisfaction of the Mutual Fund, AMC/Trustee or Registrar.
4. In case units are held by more than one registered unit holder, then upon death of first unit holder, units shall be transmitted in favour of the second named holder on production of a death certificate or any other document to the satisfaction of the Mutual Fund, AMC/Trustee or Registrar.
5. The rights in the units will vest in the nominee upon the death of all joint unit holders upon the nominee producing a death certificate or any other document to the satisfaction of the Mutual Fund, AMC/Trustee or Registrar.

#### **Transfer of units held in Non – Demat /Statement of Account (SoA) mode**

1. Facility to transfer the units held in Statement of Account (SoA) mode shall be made available to all the investors under Resident/non- resident Individual category including the unitholders falling under the following three categories –
  - a) Surviving joint unitholder, who wants to add new joint holder(s) in the folio upon demise of one or more joint unitholder(s).
  - b) A nominee of a deceased unitholder, who wants to transfer the units to the legal heirs of the deceased unitholder, post the transmission of units in the name of the nominee.
  - c) A minor unitholder who has turned a major and has changed his/her status from minor to major, wants to add the name of the parent / guardian, sibling, spouse etc. in the folio as joint holder(s).

2. Partial transfer of units held in a folio shall be allowed. However, if the balance units in the transferor's folio falls below specified threshold / minimum number of units, if any, as specified in the SID, such residual units shall be compulsorily redeemed, and the redemption amount will be paid to the transferor.
3. If the request for transfer of units is lodged on the record date, the IDCW payout/ reinvestment shall be made to the transferor.
4. In order to mitigate the risk, redemption under the transferred units shall not be allowed for 10 days from the date of transfer.
5. The surviving unit holder /nominee/minor unitholder who has turned major, will need to first complete the required process for transmission of units or change of status from minor to major (as the case may be), after submission of required forms / documents as prescribed and should be registered as the rightful unitholder of the units in the folio to be eligible to apply for such transfer.
6. There should be no 'lien' or freeze on the units being transferred for any reason or units should not be under any lock -in period.
7. The transferee(s) should mandatorily –
  - a) be an individual / individual(s).
  - b) have a valid folio\* with the Fund in which the transferor wishes to transfer the units.
  - c) be KYC compliant with "KYC validated" status.
  - d) have valid PAN.
  - e) have/provide a valid CBS Bank account details of the transferee/ 1st named transferee (in case of more than one transferee).
  - f) have a valid email address and mobile number.
  - g) have submitted duly completed Nomination form or Opt-out declaration.
  - h) should be eligible to hold the Units as per the SID of the respective schemes of the Fund.
  - i) Fulfil any other regulatory requirement as may be applicable.

\*Note: If the transferee(s) does not / do not have an existing folio with the Fund, the transferee(s) shall be required to first open a 'Zero Balance Folio' with the Fund. The zero-balance folio must also be compliant with all mandatory requirements such as KYC compliance, bank account validation, FATCA, nomination, email address and mobile number etc.

8. The primary holder, Plan, Option, and the ARN (in case of Regular Plan) in the transferor's Folio shall remain unchanged upon transfer of units in the transferee folio.
9. This facility for transfer of units held in SoA mode is available only through the online mode via the transaction portals of MF Central Platform and the Registrar & Transfer Agent (RTA) of the Fund viz. Computer Age Management Services Limited.
10. The Stamp duty for transfer of units, if / where applicable, shall be payable by the transferor from the bank account registered in the folio and the same shall be collected by the RTA from the transferor through online mode. The consideration value for the purpose of stamp duty shall be calculated as per the latest available NAV. For the purpose of calculation of the amount of stamp duty, the consideration value will be calculated as per the last available NAV (irrespective of the amount of consideration mentioned by the transferor in the transfer request).
11. The Stamp duty for transfer of units, if / where applicable, shall be payable by the transferor from the bank account registered in the folio and the same shall be collected by the RTA from the transferor through online mode. The consideration value for the purpose of stamp duty shall be calculated as per the latest available NAV. For the purpose of calculation of the amount of stamp duty, the consideration value will be calculated as per the last available NAV (irrespective of the amount of consideration mentioned by the transferor in the transfer request).

Illustration: Where transfer request is submitted on, say, Wednesday before declaration of NAV for Wednesday, the previous day's NAV i.e., Tuesday's NAV would be available and the same will be applied by the RTA to determine the amount of stamp duty. If the transfer request is logged at, say, 11.30 p.m. after publication of Wednesday's closing NAV, the same shall be applied. Likewise, if the transfer request is submitted on a non-business day, the closing NAV of the previous business day shall be considered for arriving at sale consideration amount and stamp duty computation

For detailed process workflow with regards to transfer of units held in SoA mode, the investors / unitholders shall visit the Downloads section of the AMC's website i.e. [www.mahindramanulife.com](http://www.mahindramanulife.com).

#### **Transmission facility:**

1. In case of transmission of Units, the transferee will have to comply with the applicable "Know Your Customer" Norms.
2. In case of transmission of Units, the claimant(s) of Units will be required to submit the prescribed documents as may be applicable. Investors may refer the link <https://www.mahindramanulife.com/downloads#mandatory-disclosures> ) and/or the website of our RTA ([www.camsonline.com](http://www.camsonline.com)) or call on our toll free number 1800 419 6244 or contact any of our investor service centres for the various documents required under different transmission scenarios.
3. In case of transmission of Units to a claimant who is a minor, the prescribed documents like PAN, KYC, bank details, indemnity, etc. of the guardian will be required.
4. If the amount involved in transmission exceeds Rs. 5 lakh, the AMC/Mutual Fund may, on a case to case basis, seek additional documents from the claimant(s) of Units.

#### **IV. Duration of the Scheme and Winding Up**

1. Each closed-ended scheme/ plan will have a Maturity Date / Final Redemption Date and will be compulsorily and without any act by the unit holder(s) redeemed on Maturity Date / Final Redemption Date. On Maturity / Final Redemption Date of the scheme/ plan, the units will be redeemed at the Applicable NAV.
2. The Mutual Fund may convert the scheme/ plans under the scheme after the Maturity Date / Final Redemption Date into an open-end scheme/ plan and this shall be in accordance with the SEBI (MF) Regulations. The Units of close-ended scheme/ plan may be converted into open-ended scheme,
  - a. If the SID of such scheme discloses the option and the period of such conversion; or
  - b. The Unit holders are provided with an option to redeem their units in full before such conversion.
3. A close-ended scheme shall be fully redeemed at the end of the maturity period.  
 Provided that a close ended scheme may be allowed to be rolled over if the purpose, period and other terms of the roll over and all other material details of the scheme including the likely composition of assets immediately before the roll over, the net assets and net asset value of the scheme, are disclosed to the Unit holders and a copy of the same has been filed with SEBI. Provided further, that such roll over will be permitted only in case of those Unit holders who express their consent in writing and the Unit holders who do not opt for the roll over or have not given written consent shall be allowed to redeem their holdings in full at net asset value based price.
4. A closed-ended scheme/ plan shall be wound up on the expiry of duration fixed in the scheme/ plan on the redemption of the Units unless it is rolled-over for a further period under sub-regulation (4) of regulation 33.
5. An Open-ended / Interval scheme has a perpetual life.

6. Where the scheme is a close - ended scheme with automatic conversion into an open-ended scheme upon maturity, such scheme will remain close - ended for the period mentioned in the SID and subsequently the scheme will automatically be converted into an open-ended scheme without any further reference from the Mutual Fund/ Trustee/AMC/ Unit holders. Thereafter, the duration of the scheme is perpetual.
7. However, in terms of the Reg. 39(2) of the SEBI (MF) Regulations, a scheme is to be wound up:
  - a. On happening of any event, which in the opinion of the Trustees, requires the scheme concerned to be wound up, OR
  - b. If 75% of the unit holders of the scheme concerned pass a resolution that the scheme be wound up, OR
  - c. If SEBI so directs in the interests of unit holders.
8. Further, in accordance with the Reg. 39(3) of the SEBI (MF) Regulations, where a scheme is to be wound up under the Reg 39(2) of the SEBI (MF) Regulations, the Trustees shall give notice within one day, disclosing the circumstances leading to the winding up of the scheme, —
  - (a) to SEBI; and
  - (b) in two daily newspapers having circulation all over India, a vernacular newspaper circulating at the place where the mutual fund is formed:

Provided that where a scheme is to be wound up under clause (a) of Reg. 39(2) of the SEBI (MF) Regulations the Trustees shall obtain consent of the unit holders participating in the voting by simple majority on the basis of one vote per unit and publish the results of voting within forty five days from the publication of notice under Reg. (3) of the SEBI (MF) Regulations:

Provided further that in case the Trustees fail to obtain the required consent of the unitholders under clause (a) of Reg.39 (2) of the SEBI (MF) Regulations, the schemes shall be reopened for business activities from the second business day after publication of results of the voting.

In addition to the above, an open- ended scheme may also be wound up if the scheme fails to fulfill the condition of a minimum of 20 investors as required under clause 6.11 of SEBI Master Circular on an ongoing basis for each calendar quarter. Please refer to the SID(s) of respective scheme(s) for more details.

Further, in case of open-ended debt oriented schemes, if the scheme fails to maintain the minimum average asset under management as required under clause 6.12 of SEBI Master Circular , the provisions of Regulation 39 (2) (c) of SEBI (MF) Regulations and the scheme shall be wound up by following the guidelines laid down by SEBI.

## **V. Procedure and Manner of Winding Up**

1. The Trustee shall call a meeting of the Unit holders of the scheme to consider and pass necessary resolutions by simple majority of Unit holders present and voting at the meeting for authorising the AMC or any other person / agency to take the steps for winding up of the scheme. Provided that a meeting shall not be necessary if the scheme is wound up at the end of the maturity period.
2. The Trustee or the person authorised as above, shall dispose the assets of the scheme concerned in the best interests of the Unit holders of the scheme.
3. The proceeds of the sale made in pursuance of the above, shall in the first instance be utilised towards discharge of such liabilities as are properly due under the scheme and after making appropriate provision for meeting the expenses connected with such winding up, the balance shall be paid to the Unit holders in



proportion to their respective interests in the assets of the scheme as on the date when the decision for the winding up was taken.

4. On the completion of the winding up, the Trustee shall forward to SEBI and the Unit holders, a report on the winding up containing particulars such as circumstances leading to the winding up, the steps taken for disposal of assets of the scheme before winding up, expenses of the scheme for winding up, net assets available for distribution to the Unit holders and a certificate from the Auditors of the Mutual Fund.
5. Notwithstanding anything contained herein, the application of the provisions of SEBI (MF) Regulations in respect of disclosures of half-yearly reports and annual reports shall continue to be applicable until the winding up is completed or the scheme ceases to exist.
6. After the receipt of report referred to the above under "Procedure and Manner of Winding up" if SEBI is satisfied that all measures for winding up of the scheme have been complied with, the scheme shall cease to exist.
7. The aforesaid provisions pertaining to "Procedure and Manner of Winding Up" shall apply in respect of each individual scheme.

#### **VI. Consolidation of Folios**

In case an investor has multiple folios, the AMC reserves the right to consolidate all the folios into one folio, based on such criteria as may be determined by the AMC from time to time. In case of additional purchases in same scheme / fresh purchase in new scheme, if the investor fails to provide the folio number, the AMC reserves the right to allot the units in the existing folio, based on such integrity checks as may be determined by the AMC from time to time.

#### **VII. Miscellaneous**

Investors may note that in case of fresh/additional purchases, if the name of the scheme on the application form/transaction slip differs with the name on the Cheque/Demand Draft/payment instrument/transfer letter, then the AMC will allot units under the scheme mentioned on the application form. In case of fresh/additional purchases, if the scheme name is not mentioned on the application form/transaction slip, then the units will be allotted under the scheme mentioned on the Cheque/Demand Draft/payment instrument/transfer letter. The Plan/Option that will be considered in such cases if not specified by the customer will be the default option of the scheme as per the SID. However, in case additional purchase is under the same scheme as fresh purchase, then the AMC reserves the right to allot units in the option under which units were allotted at the time of fresh purchase.

#### **VIII. Investor having Multiple Accounts**

The Mutual Fund has also provided a facility to the investors to register multiple bank accounts. By registering multiple bank accounts, the investors can use any of the registered bank accounts to receive redemption / IDCW proceeds. These account details will be used by the AMC / Mutual Fund / RTA for verification of instrument used for subscription to ensure that third party payments are not used for mutual fund subscription, except where permitted above. Investors are requested to avail the facility of registering multiple bank accounts by filling in the Application Form for Registration of Multiple Bank Accounts available at our ISCs/OPAs or on our website [www.mahindramanulife.com](http://www.mahindramanulife.com). For details, please refer to the 'Multiple Bank Account Registration Form'.

#### **IX. Change in Bank Mandate**

It is mandatory for every applicant to provide the name of the bank, branch, address, account type and number as per SEBI requirements and any Application Form without these details will be treated as incomplete. Such incomplete applications may be liable to be rejected.

In case of change in bank mandate, following process shall be followed:

1. Proof of the existing bank account registered in the folio along with proof of the new bank account mentioned in the application form should be submitted. Any one of the following documents are valid supporting documents for a new and existing bank accounts:
  - A cancelled original cheque leaf (where the account number and first Unitholder name is printed on the face of the cheque). Unitholders should without fail cancel the cheque and write 'Cancelled' on the face of it to prevent any possible misuse.
  - A letter from the bank on its letterhead certifying that the Unitholder maintains/maintained an account with the bank, the bank account information like bank account number, bank branch, account type, the MICR code of the branch and IFSC Code. The letter should be certified by the bank manager with his/her full signature, name, employee code, bank seal and contact number.
  - A copy of the bank pass book or a statement of bank account with current entries not older than 3 months having the name, address and account number of the account holder. The copy should be certified by the bank manager with his/her full signature, name, designation, employee code, bank seal and contact number.
  - In case of existing Bank account is already closed, a duly signed and stamped original letter from such bank on the letter head of bank, confirming the closure of said account.
2. Unitholders may also bring a copy of any of the documents mentioned above along with the original documents to the ISCs/Official Points of Acceptance of the Fund / Registrar & Transfer Agent (RTA).
3. The copy of such documents will be verified with the original documents to the satisfaction of the Fund / RTA. The original documents will be returned across the counter to the Unitholder after due verification. In case the original of any document is not produced for verification, then the copies should be attested by the bank manager with his/her full signature, name, designation, employee code, bank seal and contact number.
4. The AMC/ the Fund may call for any additional documents if required.
5. The new bank account mentioned in the form will be registered as the default bank account.
6. In the event of a request for change in bank account information being invalid / incomplete / not satisfactory in respect of signature mismatch/document insufficiency/ not meeting any requirements more specially as indicated in aforesaid clauses, the request for such change will not be processed. Redemptions / IDCW payments, if any, will be processed and the last registered bank account information will be used for such payments to Unit holders.

In case of any change of Bank Mandate request received/processed few days prior to submission of a redemption request or on the same day as a standalone change request, MMIMPL will follow cooling period of 10 calendar days for validation of the same.

## **X. Validation of Email ID and Mobile Number**

Pursuant to the guidelines issued by AMFI vide its Best Practice Guidelines Circular No. 135/BP/97 /2021-22, dated March 28, 2022, with regards to verification of key details of the investors like email id, mobile number, bank mandate etc., the following process shall be followed:

- The RTA shall carry out basic validations to check for correctness in terms of invalid mobile number/email address/ domain, etc. Only validated contact details shall be updated in investor folio.
- The RTA shall take necessary steps to verify that the mobile number / email updated in the unitholder's account is accessible by sending an SMS / email directly to the unitholder at the email id and / or mobile number captured in the account.
- The RTA shall run a verification process to detect seeding of contact details of intermediaries (Mutual Fund Distributors, Registered Investment Advisers, RTA, AMC) or their employees in folios which do not belong to such persons/ entities. On detection of any such instance of contact details during verification, such contact details shall be removed from the investor folios and an intimation will be sent to the investor either electronically using an alternative verified and registered contact detail or via a physical letter.
- The RTA shall also run a process to detect seeding of same contact details for more than one investor (based on First holder PAN), excluding the accounts which are flagged as "Family". Family for this purpose shall mean self, spouse, dependent children, dependant siblings, dependent parents, and a guardian in case of minor. On detection of any such instance of multiple investors with common contact details, RTA shall request the investor to either submit a declaration stating that the contact details belong to the Family of the investor or submit a request to modify contact details. Such communication shall be sent either electronically using an alternative verified and registered contact detail or via a physical letter.

## **XI. Change in Address**

Investors / unit holders are requested to note that self- attested copies of the below mentioned documents shall be submitted along with a duly filled in "CKYC & KRA KYC Form" available on the website of the Mutual Fund viz. [www.mahindramanulife.com](http://www.mahindramanulife.com).

- Proof of new Address
- Any other document/form that the KYC Registration Agency (KRA) may specify from time to time.
- Copies of all documents submitted by the Investors should be self-attested and accompanied by originals for verification.
- In case the original of any document is not produced for verification, then the copies should be properly attested/ verified by entities authorised for attesting / verification of the documents as per KYC guidelines.

Further, investors / unit holders are requested to note that the change in address request alongwith the documents shall be submitted with the KRA. The new address shall be updated/reflected in AMC/RTA records, post updation of the same in KRA records.

## **XII. Application with/without broker**

Investors may note and follow the below-mentioned directions while applying for the units of the schemes of the Mutual Fund:

1. In case where the Broker code is already printed in Application form / Transaction form / Purchase request form by the AMC / Registrar / Distributor :

Where the Investor wishes to apply directly (i.e. not through existing broker / distributor), then the investor should strike off the broker code (printed) and should write “Direct Applications” or “Not Applicable (N.A.)” and countersign the same.

2. In case where the Broker code is not printed in Application form / Transaction form / Purchase request form :

In case of direct applications, the Investor should write in the space provided for the broker code “Direct Application” or “Not Applicable (N.A.)” .

3. In case of change in broker, the investor will be required to strike off the old broker code and countersign near the new broker code, before submitting the application form / transaction form / purchase form to the designated OPA (Official points of Acceptance).
4. The Registrar and the AMC shall effect the application for changes in the broker code within the reasonable period of time from the time of receipt of written request from the investor at the designated ISC's / OPA. Decision of the Registrar/AMC in this regard shall be final and acceptable to all.
5. All Unitholders who have invested/may invest through channel distributors and intend to make their future investments through the direct route, are advised to complete the procedural formalities prescribed by AMC from time to time.

### **XIII. Treatment of purchase/switch/SIP/STP transactions received through distributors who are suspended by AMFI**

1. During the period of suspension, no commission shall be accrued or payable to the distributor whose ARN is suspended. During the period of suspension, commission on the business canvassed prior to the date of suspension shall stand forfeited, irrespective of whether the suspended distributor is the main ARN holder or a sub-distributor.
2. All Purchase and Switch transactions, including SIP/STP registered prior to the date of suspension and fresh SIP / STP registrations received under the ARN code of a suspended distributor during the period of suspension, shall be processed under "Direct" Plan" and shall be continued under Direct Plan perpetually\*. AMC shall suitably intimate to the unitholder(s).

\*Note: If the investor prefers to shift back to Regular Plan under the ARN of the distributor post the revocation suspension of ARN, the Investor shall submit the switch request from Direct Plan to Regular Plan by specifying the relevant ARN code. Investors may be liable to bear capital gains taxes per their individual tax position for such transactions.

3. All Purchase and Switch transactions including SIP/STP transactions received through the stock exchange platforms through a distributor whose ARN is suspended shall be rejected.

4. In cases where the ARN of the distributor is permanently terminated, the unitholders have the following options:
  - a. Switch their existing investments under the Regular Plan to Direct Plan (Investors may be liable to bear capital gains taxes per their individual tax position for such transactions); or
  - b. Continue their existing investments under the Regular Plan under ARN of another distributor of their choice.

#### **XIV. Treatment of transactions received from unempanelled distributors**

Pursuant to AMFI's Best Practices Guidelines Circular no. 107/2023-24 dated May 4, 2023, a Mutual Fund Distributor (MFD) shall be duly empaneled with the AMC before providing any business to the AMC/Fund. Accordingly, any transactions/applications (under Regular Plan) received from/under the ARN of a non-empaneled MFD may be processed under Direct Plan, with prompt intimation to the non-empaneled MFD, and the investor.

#### **C. General Information**

##### **1. Inter-Scheme Transfer of Investments:**

Transfers of investments from one scheme to another scheme in the same mutual fund shall be allowed only if -

- (a) such transfers are done at the prevailing market price for quoted instruments on spot basis.

*Explanation: "spot basis" shall have same meaning as specified by stock exchange for spot transactions.*

- (b) the securities so transferred shall be in conformity with the investment objective of the scheme to which such transfer has been made.
- (c) Transfers of unquoted securities will be as per the policy laid down by the Trustee from time to time.

The AMC/Fund shall comply with various restrictions and guidelines pertaining to inter-scheme transfer of investments as may be issued by SEBI from time to time.

##### **2. Aggregate investment in the Scheme under the following categories:**

In accordance with Paragraph on 'Scheme Related Disclosures' of SEBI Master Circular, please find below the aggregate investment in the respective Scheme(s) by Board of Directors of the AMC and key personnel as on May 31, 2025:

Scheme Name	Aggregate amount invested in the Scheme as on May 31, 2025 (market value in Rs.)		
	AMC's Board of Directors	Key personnel^ (excluding Fund Manager*)	Fund Manager*
Mahindra Manulife Aggressive Hybrid Fund	0	35,18,979.07	60,74,135.75
Mahindra Manulife Arbitrage Fund	0	1,49,496.04	2,75,857.42
Mahindra Manulife Asia Pacific REITs FOF	0	2,86,603.30	1,60,418.61

Scheme Name	Aggregate amount invested in the Scheme as on May 31, 2025 (market value in Rs.)		
	AMC's Board of Directors	Key personnel^ (excluding Fund Manager*)	Fund Manager*
Mahindra Manulife Balanced Advantage Fund	0	28,92,954.87	40,69,050.04
Mahindra Manulife Business Cycle Fund	0	85,06,582.14	27,01,208.32
Mahindra Manulife Consumption Fund	0	4,12,484.73	7,02,799.05
Mahindra Manulife Dynamic Bond Fund	0	2,54,351.64	1,98,212.48
Mahindra Manulife ELSS Tax Saver Fund	0	26,98,635.16	22,79,460.62
Mahindra Manulife Equity Savings Fund	0	26,16,009.70	66,28,917.78
Mahindra Manulife Flexi Cap Fund	0	3,60,75,521.48	44,10,961.70
Mahindra Manulife Focused Fund	0	42,46,405.67	57,16,081.48
Mahindra Manulife Large & Mid Cap Fund	0	57,83,446.39	34,24,306.42
Mahindra Manulife Large Cap Fund	0	13,09,456.48	7,73,905.95
Mahindra Manulife Liquid Fund	0	27,04,418.22	42,60,356.44
Mahindra Manulife Low Duration Fund	0	16,45,247.94	13,09,454.87
Mahindra Manulife Mid Cap Fund	0	84,16,705.26	48,96,302.14
Mahindra Manulife Multi Asset Allocation Fund	0	2,43,44,001.26	16,81,758.00
Mahindra Manulife Multi Cap Fund	0	1,00,03,104.17	75,65,491.87
Mahindra Manulife Overnight Fund	0	34,918.84	0
Mahindra Manulife Short Duration Fund	0	11,48,207.38	2,08,915.16
Mahindra Manulife Small Cap Fund	0	49,73,206.80	34,00,881.78
Mahindra Manulife Ultra Short Duration Fund	0	7,14,166.62	11,62,255.63
Mahindra Manulife Manufacturing Fund	0	1,02,37,442.43	4,83,959.64
Mahindra Manulife Value Fund	0	2,48,65,871.86	30,67,947.22

Note:

^Managing Director of the AMC is covered under the category of 'Key Personnel excluding Fund Manager(s)'.

\* Concerned scheme's Fund Manager(s).

### **3. Dematerialisation and Rematerialisation procedures**

#### **i. Allotment of units in demat mode:**

- Investors/applicants desiring to get allotment of units in demat mode must have a beneficiary account with a Depository Participant (DP) of the Depositories i.e. National Securities Depositories Limited (NSDL) / Central Depository Services Limited (CDSL).
- At the time of making application to apply Mutual fund units, investors/applicants must provide demat Account details i.e. the DP's name, DP ID Number and the beneficiary account number in the specified section of the application form.
- Units shall be directly credited to the investor's demat account after the realization of funds and depositories will issue a statement.
- Investors/applicants must ensure that the order of names as mentioned in the mutual fund application form matches with that of the account held with the Depository Participant. If the details mentioned

in the application are incomplete/incorrect or not matched with the Depository data, the AMC reserves the right to allot units in Non Demat/physical mode.

- Mode of holding shall be clearly specified in the Application Form.
- Currently, the facility to hold Units in demat mode is not available in case of units offered under the Income Distribution cum Capital Withdrawal/IDCW Option(s) of less than monthly frequency of any scheme.
- The investors shall note that for holding the units in demat form, the provisions laid in the SID of respective Scheme and guidelines/procedural requirements as laid by the Depositories (NSDL/CDSL) shall be applicable.
- Investors are requested to note that Units held in dematerialized form are freely transferable except units held in Equity Linked Savings Scheme's (ELSS) during the lock-in period.

ii. Conversion of units held in SoA (Physical) mode to Demat mode and vice-versa i.e. Demat mode to SOA (Physical) mode:

- In case the unit holder wishes to convert the units held in SoA (Physical) mode to demat mode or vice versa at a later date, such request along with the Conversion Request form should be submitted to their Depository Participant(s).
- In the event of joint holders, the form must be signed by all of them.
- Submit the Conversion Request Form together with the Mutual Fund Account statement issued by the AMC to the Depository Participant(s) for SoA (Physical) mode to Demat mode and for Demat mode to SoA (Physical) mode, investor shall submit the client master list (CML) copy alongwith the Conversion Request form
- The DP would transmit the Conversion Request to the Depositories after proper verification for processing by RTA/AMC.

**Note:**

- 1) The request for conversion of units from demat to SoA (Physical) mode and vice versa shall be made for all the units held by an investor. Request for conversion of partial units shall be rejected.
- 2) The provisions laid down in the SIDs of the scheme(s) of the Fund and guidelines/procedural requirements as prescribed / amended by the Depositories (NSDL/CDSL) from time to time, shall be applicable.

iii. Redemption of the units held in Demat mode:

- Unitholders of mutual fund units held in demat form can redeem the units through Depository Participant or stock broker/distributor through stock exchange platforms i.e. BSE (BSE STAR MF Platform) and NSE (Mutual Fund Service System (MFSS))
- The Investor would be required to submit all requisite information/documents as requested by the Depository / stock broker.
- After receipt of such redemption request, the AMC/RTA will process the redemption request post due validations.
- Further, in case an investor desires to redeem units through the mutual fund, the dematerialized units first have to be converted into physical form i.e. remat mode as per the procedure described above and then a redemption request shall be submitted to the AMC/ RTA. In such cases, application for redemption would be considered on the date when physical duly signed redemption

request is provided to the AMC / RTA and duly time-stamped in accordance with the applicable regulatory requirements.

iv. Switch by investors who hold Units in dematerialized Form

Switch transactions for Units held in Demat mode can be done through Exchange platforms like NSE MFSS/ BSE STAR MF platform. If investor desires to submit the Switch transaction to Mutual Fund directly, first the investor will have to convert the demat units into remat mode as per the procedure described above, and then submit the switch transaction slip to the AMC/RTA.

v. Conversion of the scheme Unit holdings to demat if a lien is marked on those Units:

Units requested for dematerialization should be free from credit hold, lien or any other hold. In case any units are under hold for want of credit status, conversion will be processed only after clearance of such hold. Dematerialization request should not be submitted if the units are lien marked or locked or placed under any encumbrances.

vi. Procedure for change in investor's profile / bank account details etc. in respect of units held in demat mode (i.e., To whom the investor is required to approach, in case of such requests)

If investor holding units in demat form wishes to change the bank account, or any change in his/her profile etc., then the investor shall contact his DP (Depository Participant) and the process laid down by the DP should be followed in this regard.

**4. ASBA disclosures**

Pursuant to clause 14.8 of SEBI Master Circular an investor can subscribe to the New Fund Offers (NFOs) launched through ASBA facility by applying for the Units offered under the Option(s)/Plan(s) of the scheme(s) in the ASBA Application Form and following the procedure as prescribed in the form. Hence, all the NFOs to be launched by the Mutual Fund shall have ASBA facility, which will co-exist with the existing mode of subscription. ASBA is an application containing an authorization given by the Investor to block the application money in his/her specified bank account towards the subscription of Units offered during the NFO of the scheme of the Fund.

Thus, for an investor who applies through ASBA facility, the application money towards the subscription of Units shall be debited from his/her specified bank account only if his/her application is selected for allotment of Units.

Benefits of Applying through ASBA facility

- i. Writing cheques and demand drafts is not required, as investor needs to submit ASBA application Form accompanying an authorization to block the account to the extent of application money towards subscription of Units. The balance money, if any, in the account can be used for other purposes by the investors.
- ii. Release/Unblocking of blocked funds after allotment is done instantaneously.



- iii. Unlike other modes of payment, ASBA facility prevents the loss of interest income on the application money towards subscription of Units as it remains in the bank account of the investor till the allotment is made.
- iv. Refunds of money to the investors do not arise as the application money towards subscription of Units gets blocked only on the allotment of Units.
- v. The investor deals with the known intermediary i.e. his/her own bank.
- vi. The application form is simpler as the application form for ASBA will be different from the NFO application form.

#### ASBA Procedure

- a. An Investor intending to subscribe to the Units of the NFO through ASBA, shall submit a duly completed ASBA Application Form to a Self Certified Syndicate Bank (SCSB), with whom his/her bank account is maintained.
  - b. An ASBA investor shall submit a duly filled up ASBA Application form, physically or electronically to the SCSB with whom the investors holds the bank account which is to be blocked.
    - i. In case of ASBA application in physical mode, the investor shall submit the ASBA Application form at the bank branch of SCSB, which is designated for the purpose and the investor must be holding a bank account with such SCSB.
    - ii. In case of ASBA application in electronic form, the investor shall submit the ASBA Application form either through the internet banking facility available with the SCSB, or such other electronically enabled mechanism for subscribing to units of Mutual Fund schemes authorizing to block the subscription money in a bank account.
  - c. An acknowledgement will be given by the SCSB in the form of the counter foil or specifying the application number for reference. Such acknowledgement does not guarantee, in any manner that the investors will be allotted the Units applied for.
- Note:** If the bank account specified in the ASBA Application Form does not have sufficient credit balance to meet the application money towards the subscription of Units, the Bank shall reject the ASBA Application form.
- d. On acceptance of Physical or Electronic ASBA, the SCSB shall block funds available in the bank account specified to the extent of the application money specified in the ASBA Application Form.
  - e. ASBA application form will not be accepted by any of the offices of the Fund or its Registrar & Transfer Agent, i.e. CAMS.
  - f. The application money towards the Subscription of Units shall be blocked in the account until
    - i. Allotment of Units is made or
    - ii. Rejection of the application or
    - iii. Winding up of the Scheme, as the case may be.
  - g. SCSBs shall unblock the bank accounts for

- i. Transfer of requisite money to the Mutual Fund / Scheme bank account against each valid application on allotment or
  - ii. in case the application is rejected.
- h. During processing of the ASBA application Forms by RTA, if the application is found to be incomplete or incorrect, the SCSB will be informed on the same who will then unblock the investor account with appropriate remarks in the investor account.
- i. The list of SCSBs and their DBs where ASBA application form can be submitted is available on the websites of BSE ([www.bseindia.com](http://www.bseindia.com)), NSE ([www.nseindia.com](http://www.nseindia.com)) and SEBI ([www.sebi.gov.in](http://www.sebi.gov.in)) and shall also be given in the ASBA application form.

**Note:** No request for withdrawal of ASBA application form will be allowed after the closure of New Fund Offer Period.

#### Grounds for Technical Rejections of ASBA application forms:

ASBA Application Forms can be rejected including but not limited on the following grounds:-

1. Applications by persons not competent to contract under the Indian Contract Act, 1872, including but not limited to minors, insane persons etc.
2. ASBA Application Form without the stamp of the SCSB.
3. Application by any person outside India if not in compliance with applicable foreign and Indian laws.
4. Bank account details not given/incorrect details given.
5. Duly certified Power of Attorney, if applicable, not submitted alongwith the ASBA application form.
6. No corresponding records available with the Depositories matching the parameters namely (a) Names of the ASBA applicants (including the order of names of joint holders) (b) DP ID (c) Beneficiary account number or any other relevant details pertaining to the Depository Account.
7. Investor's demat account is inactive or suspended for any reason.
8. Investor's signature not matching with the bank's records.

Note: Investors will not be able to apply under ASBA for units under IDCW option of less than monthly frequency of any scheme(s).

**Mahindra Manulife Mutual Fund or its Registrar and Transfer Agent shall not be liable for any negligence or mistake committed by the SCSBs.**

#### **5. Portfolio Turnover Details**

Portfolio turnover is defined as the lower of purchases and sales after reducing all subscriptions and redemptions and derivative transactions there from and calculated as a percentage of the average assets under management of the Scheme during a specified period of time.

The AMC's portfolio management style is conducive to a low portfolio turnover rate. However, the AMC will take advantage of the opportunities that present themselves from time to time because of the inefficiencies in the securities markets. The AMC will endeavour to balance the increased cost on account

of higher portfolio turnover with the benefits derived there from. Please refer respective SID, for Portfolio Turnover Ratio.

#### A. Associate Transactions

#### **Disclosure of transactions with associates carried out during the financial years 2022-23, 2023-24 and 2024 -25**

- A. Underwriting obligations undertaken by the schemes of the Mutual Fund with respect to issues of associate companies and devolvment if any, of such commitments: Nil
- B. Subscription by the schemes in issues lead managed by associate companies: Nil
- C. Total business given to associate brokers and the percentage of brokerage commission paid to them: Nil
- D. Distribution of units performed by associate companies: The AMC has utilised the services of one of its Sponsors/associates for distribution and sale of units of the scheme(s) of the Fund. Details of commission paid to the associates for distribution of units are as follows:

Scheme Name	Name of associate/related parties/group companies of Sponsors/AMC	Nature of Association/ Nature of relation	Period covered	Business Given		Commission paid *	
				Rs. (Cr.)	% of total businesses received by the Fund	Rs. (Cr.)	% of total commission paid by the Fund
Mahindra Manulife Liquid Fund	Mahindra & Mahindra Financial Services Limited	Co-Sponsor	April 01, 2024 to March 31, 2025	551.17	5.93	0.0334	16.16
Mahindra Manulife ELSS Tax Saver Fund				1.37	1.12	0.1039	0.77
Mahindra Manulife Equity Savings Fund				2.68	1.03	0.1261	1.46
Mahindra Manulife Low Duration Fund				0.06	0.00~	0.0014	0.04
Mahindra Manulife Multi Cap Fund				38.25	1.87	0.8230	1.49
Mahindra Manulife Mid Cap Fund				3.73	0.26	0.1258	0.32
Mahindra Manulife Dynamic Bond Fund				0.02	0.03	0.0013	0.20
Mahindra Manulife Consumption Fund				0.05	0.01	0.0056	0.10
Mahindra Manulife Large Cap Fund				3.96	1.66	0.0785	0.89

Scheme Name	Name of associate/related parties/group companies of Sponsors/AMC	Nature of Association/ Nature of relation	Period covered	Business Given		Commission paid *	
				Rs. (Cr.)	% of total businesses received by the Fund	Rs. (Cr.)	% of total commission paid by the Fund
Mahindra Manulife Aggressive Hybrid Fund				1.22	0.23	0.1219	0.57
Mahindra Manulife Overnight Fund				0.01	0.00~	0.0000~	0.00~
Mahindra Manulife Ultra Short Duration Fund				0.03	0.01	0.0001	0.01
Mahindra Manulife Large & Mid Cap Fund				3.60	0.47	0.1753	0.50
Mahindra Manulife Arbitrage Fund				0.01	0.00~	0.0000~	0.00~
Mahindra Manulife Focused Fund				3.38	0.38	0.1480	0.65
Mahindra Manulife Short Duration Fund				0.00~	0.00~	0.0001	0.02
Mahindra Manulife Flexi Cap Fund				3.77	1.25	0.1992	0.89
Mahindra Manulife Asia Pacific REITs FOF				0.00~	0.00~	0.0010	1.85
Mahindra Manulife Balanced Advantage Fund				0.86	0.35	0.0895	0.65
Mahindra Manulife Small Cap Fund				5.72	0.32	0.0881	0.21
Mahindra Manulife Business Cycle Fund				0.97	0.18	0.0570	0.33
Mahindra Manulife Multi Asset Allocation Fund				0.18	0.05	0.0035	0.05
Mahindra Manulife Manufacturing Fund				1.28	0.13	0.0069	0.07
Mahindra Manulife Value Fund				0.14	0.05	0.0001	0.04
Mahindra Manulife Arbitrage Fund	Mahindra & Mahindra	Co-Sponsor	April 01, 2023 to	0.00	0.00	0.0002	0.10

Scheme Name	Name of associate/related parties/group companies of Sponsors/AMC	Nature of Association/ Nature of relation	Period covered	Business Given		Commission paid *	
				Rs. (Cr.)	% of total businesses received by the Fund	Rs. (Cr.)	% of total commission paid by the Fund
Mahindra Manulife Dynamic Bond Fund	Financial Services Limited		March 31, 2024	0.01	0.02	0.0023	0.38
Mahindra Manulife Equity Savings Fund				3.65	2.43	0.1183	1.78
Mahindra Manulife Mid Cap Fund				1.74	0.28	0.0879	0.39
Mahindra Manulife ELSS Tax Saver Fund				1.45	0.99	0.0816	0.79
Mahindra Manulife Liquid Fund				380.77	8.01	0.0170	12.98
Mahindra Manulife Multi Cap Fund				31.82	3.02	0.5254	1.61
Mahindra Manulife Aggressive Hybrid Fund				1.20	0.38	0.1050	0.77
Mahindra Manulife Large & Mid Cap Fund				2.97	0.57	0.1394	0.62
Mahindra Manulife Overnight Fund				31.00	0.33	0.0008	3.44
Mahindra Manulife Large Cap Fund				3.49	2.02	0.0468	1.02
Mahindra Manulife Consumption Fund				0.05	0.06	0.0047	0.30
Mahindra Manulife Low Duration Fund				0.12	0.01	0.0021	0.07
Mahindra Manulife Ultra Short Duration Fund				0.05	0.01	0.0003	0.07
Mahindra Manulife Flexi Cap Fund				3.97	1.96	0.1716	0.98
Mahindra Manulife Focused Fund				3.73	1.17	0.1075	0.75
Mahindra Manulife Short Duration Fund				0.00	0.00	0.0007	0.28
Mahindra Manulife Asia Pacific REITs FOF				0.00	0.04	0.0021	1.94

Scheme Name	Name of associate/related parties/group companies of Sponsors/AMC	Nature of Association/ Nature of relation	Period covered	Business Given		Commission paid *	
				Rs. (Cr.)	% of total businesses received by the Fund	Rs. (Cr.)	% of total commission paid by the Fund
Mahindra Manulife Balanced Advantage Fund				0.89	0.58	0.0902	0.89
Mahindra Manulife Small Cap Fund				3.07	0.13	0.0557	0.26
Mahindra Manulife Business Cycle Fund				5.22	0.83	0.0340	0.61
Mahindra Manulife Multi Asset Allocation Fund				0.27	0.11	0.0001	0.08
Mahindra Manulife Arbitrage Fund	Mahindra & Mahindra Financial Services Limited	Co-Sponsor	April 01, 2022 to March 31, 2023	0.01	0.02	0.0003	0.19
Mahindra Manulife Dynamic Bond Fund				0.01	0.02	0.0028	0.75
Mahindra Manulife Equity Savings Fund				5.21	5.22	0.1423	1.85
Mahindra Manulife Mid Cap Fund				1.52	0.54	0.074	0.46
Mahindra Manulife ELSS Tax Saver Fund				1.23	0.96	0.0744	0.9
Mahindra Manulife Liquid Fund				47.87	1.28	0.0169	11.65
Mahindra Manulife Multi Cap Fund				24.41	3.47	0.388	1.66
Mahindra Manulife Aggressive Hybrid Fund				1.79	0.63	0.1107	1.09
Mahindra Manulife Large & Mid Cap Fund				4.47	0.82	0.1224	0.7
Mahindra Manulife Overnight Fund				7.53	0.07	0.0002	0.93
Mahindra Manulife Large Cap Fund				1.45	1.35	0.0309	0.85
Mahindra Manulife Consumption Fund				0.06	0.37	0.0041	0.5
Mahindra Manulife Low Duration Fund				0.15	0.02	0.0042	0.16

Scheme Name	Name of associate/related parties/group companies of Sponsors/AMC	Nature of Association/ Nature of relation	Period covered	Business Given		Commission paid *	
				Rs. (Cr.)	% of total businesses received by the Fund	Rs. (Cr.)	% of total commission paid by the Fund
Mahindra Manulife Ultra Short Duration Fund				0.38	0.09	0.0008	0.22
Mahindra Manulife Flexi Cap Fund				4.77	2.73	0.1896	1.06
Mahindra Manulife Focused Fund				1.90	0.78	0.0946	0.87
Mahindra Manulife Short Duration Fund				0.08	0.27	0.0013	0.4
Mahindra Manulife Asia Pacific REITs FOF				0.00	0.05	0.0052	2.92
Mahindra Manulife Balanced Advantage Fund				1.73	0.89	0.1342	1.11
Mahindra Manulife Small Cap Fund				4.17	0.68	0.0152	0.51

\* The commission amount is inclusive of the Goods and Service Tax (GST)

"0.0000~" represents less than 0.00% or amount less than Rs. 500/- as applicable.

Associate transactions are conducted at arm's length relationship and do not in any manner affect the performance of the schemes.

## Investments in Group / Associate Companies

### a. Policy for investing in group companies of the sponsor of a Mutual Fund

Investments in securities of group companies, if any, will be made purely on commercial considerations for the benefit of the schemes of the Fund. No investment will be made in any unlisted security of an associate or Group Company of the Sponsor and in any security issued by way of private placement by an associate or group company of the Sponsor. Further, investments in listed securities of the group company of the Sponsor will not exceed 25% of the net assets of each scheme of the Fund. The AMC will, before investing in the securities of the group companies of the Sponsors, evaluate such investments, the criteria for the evaluation being the same as is applied to other similar investments to be made under the scheme(s). Investments by the scheme(s) in the securities of the group companies will be subject to the applicable limits under the SEBI (MF) Regulations.

**The investments made by the schemes of Mahindra Manulife Mutual Fund in the securities of Sponsors and Group Companies of the Sponsors during the Financial year(s) 2022-23, 2023-24 and 2024 -25 are as under:**

<b>Period Covered</b>	<b>Scheme Name</b>	<b>Sponsors / Group Entity Name</b>	<b>Security Type</b>	<b>Market Value* (Rs. in crores)</b>	<b>% to Net Assets*</b>
April 1, 2024 to March 31, 2025	Mahindra Manulife Aggressive Hybrid Fund	Mahindra & Mahindra Limited	Equity	8.00	0.51
	Mahindra Manulife Balanced Advantage Fund	Mahindra & Mahindra Limited	Equity	10.80	1.25
	Mahindra Manulife Balanced Advantage Fund	Mahindra & Mahindra Limited	Equity Futures	(5.62)	(0.65)
	Mahindra Manulife Consumption Fund	Mahindra & Mahindra Limited	Equity	19.90	4.46
	Mahindra Manulife ELSS Tax Saver Fund	Mahindra & Mahindra Limited	Equity	5.33	0.60
	Mahindra Manulife Equity Savings Fund	Mahindra & Mahindra Limited	Equity	15.54	2.79
	Mahindra Manulife Equity Savings Fund	Mahindra & Mahindra Limited	Equity Futures	(12.94)	(2.32)
	Mahindra Manulife Flexi Cap Fund	Mahindra & Mahindra Limited	Equity	10.66	0.76
	Mahindra Manulife Large & Mid Cap Fund	Mahindra & Mahindra Limited	Equity	34.79	1.44
	Mahindra Manulife Large Cap Fund	Mahindra & Mahindra Limited	Equity	5.33	0.87
	Mahindra Manulife Manufacturing Fund	Mahindra & Mahindra Limited	Equity	33.60	4.17
	Mahindra Manulife Multi Asset Allocation Fund	Mahindra & Mahindra Limited	Equity	7.60	1.34
	Mahindra	Mahindra & Mahindra	Equity		



	Manulife Multi Cap Fund	Limited		69.58	1.42
	Mahindra Manulife Small Cap Fund	Swaraj Engines Limited	Equity	14.40	0.42
	Mahindra Manulife Aggressive Hybrid Fund	Tech Mahindra Limited	Equity	9.93	0.63
	Mahindra Manulife Business Cycle Fund	Tech Mahindra Limited	Equity	14.35	1.27
	Mahindra Manulife Equity Savings Fund	Tech Mahindra Limited	Equity	13.91	2.50
	Mahindra Manulife Equity Savings Fund	Tech Mahindra Limited	Equity Futures	(10.83)	(1.94)
	Mahindra Manulife Focused Fund	Tech Mahindra Limited	Equity	51.06	2.59
	Mahindra Manulife Large Cap Fund	Tech Mahindra Limited	Equity	5.25	0.86
	Mahindra Manulife Multi Asset Allocation Fund	Tech Mahindra Limited	Equity	4.75	0.84
	Mahindra Manulife Value Fund	Tech Mahindra Limited	Equity	6.45	2.30
April 1, 2023 to March 31, 2024	Mahindra Manulife Equity Savings Fund	Mahindra & Mahindra Limited	Equity shares	2.42	0.52%
		Mahindra & Mahindra Limited	Equity Futures	-2.44	-0.53%
	Mahindra Manulife Consumption Fund	Mahindra & Mahindra Limited	Equity shares	6.24	3.93%
	Mahindra Manulife Aggressive Hybrid Fund	Mahindra & Mahindra Limited	Equity shares	13.74	1.28%
	Mahindra Manulife Equity Savings Fund	Tech Mahindra Limited	Equity shares	10.60	2.28%
		Tech Mahindra Limited	Equity Futures	-5.13	-1.10%
	Mahindra Manulife Multi Cap Fund	Tech Mahindra Limited	Equity shares	45.68	1.44%
	Mahindra Manulife Large Cap Fund	Tech Mahindra Limited	Equity shares	7.49	1.78%

	Mahindra Manulife Aggressive Hybrid Fund	Tech Mahindra Limited	Equity shares	14.48	1.35%
	Mahindra Manulife Large & Mid Cap Fund	Tech Mahindra Limited	Equity shares	27.43	1.38%
	Mahindra Manulife Arbitrage Fund	Tech Mahindra Limited	Equity shares	0.45	0.69%
		Tech Mahindra Limited	Equity Futures	-0.45	-0.70%
	Mahindra Manulife Focused Fund	Tech Mahindra Limited	Equity shares	22.47	1.83%
	Mahindra Manulife Business Cycle Fund	Tech Mahindra Limited	Equity shares	7.97	1.09%
	Mahindra Manulife Multi Asset Allocation Fund	Tech Mahindra Limited	Equity shares	2.16	0.83%
	Mahindra Manulife ELSS Tax Saver Fund	Mahindra Logistics Limited	Equity shares	5.84	0.71%
	Mahindra Manulife Flexi Cap Fund	Mahindra Logistics Limited	Equity shares	9.45	0.77%
April 1, 2022 to March 31, 2023	Mahindra Manulife Aggressive Hybrid Fund	Mahindra & Mahindra Limited	Equity shares	4.58	0.73%
	Mahindra Manulife Balanced Advantage Fund	Mahindra & Mahindra Limited	Equity shares	0.81	0.13%
		Mahindra & Mahindra Limited	Equity Futures	-0.81	0.13%
	Mahindra Manulife Consumption Fund	Mahindra & Mahindra Limited	Equity shares	1.82	3.23%
	Mahindra Manulife ELSS Tax Saver Fund	Mahindra & Mahindra Financial Services Limited	Equity shares	6.49	1.19%
	Mahindra Manulife Equity Savings Fund	Mahindra & Mahindra Limited	Equity shares	1.46	0.35%
		Mahindra & Mahindra Limited	Equity Futures	-1.47	0.35%
	Mahindra Manulife Large & Mid Cap Fund	Mahindra & Mahindra Financial Services Limited	Equity shares	15.52	1.44%
	Mahindra Manulife Multi Cap Fund	Mahindra & Mahindra Financial Services Limited	Equity shares	19.69	1.25%

\* Market Value of aggregated holdings as at the financial year end.

The entities and other group/associate entities (including a few associates/group companies of the Sponsors of the AMC who had transacted in the schemes of the Fund and/or with the AMC during the financial year 2024-25) as listed below, may transact / continue to transact in the schemes of the Fund / with the AMC:

1. Mahindra & Mahindra Financial Services Limited (Co-Sponsor)
2. Manulife Investment Management (Singapore) Pte. Limited (Co-Sponsor)
3. Manulife Investment Management (Hong Kong) Limited (Group Company of Sponsor)
4. Mahindra & Mahindra Limited (Group Company of Sponsor)
5. Mahindra Manulife Investment Management Private Limited (AMC)
6. Mahindra Manulife Trustee Private Limited
7. Mahindra Rural Housing Finance Limited
8. Mahindra Integrated Business Solutions Private Limited
9. Mahindra Defence Systems Limited
10. Mahindra Holidays and Resorts India Limited
11. NBS International Limited
12. Mahindra Insurance Brokers Limited
13. Tech Mahindra Limited
14. Mahindra Logistics Limited
15. Swaraj Engines Limited

Note: The above list is not exhaustive and is subject to change from time to time.

Transactions with associates / group companies / any services availed from them, if carried out, will be as per the Regulations and the limits prescribed there under the Regulations. Appropriate disclosures, wherever required, shall be made by the AMC.

## **B. Documents Available for Inspection**

The following documents will be available for inspection at the office of the Mutual Fund at at Unit No. 204, 2<sup>nd</sup> Floor, Amiti Building, Piramal Agastya Corporate Park, LBS Road, Kamani Junction, Kurla (W), Mumbai – 400 070 during business hours on any day (excluding Saturdays, Sundays and public holidays):

- Memorandum and Articles of Association of the AMC
- Investment Management Agreement
- Trust Deed and amendments thereto, if any
- Mutual Fund Registration Certificate
- Agreement between the Mutual Fund and the Custodian
- Agreement with Registrar and Share Transfer Agents
- Consent of Auditors to act in the said capacity
- Consent of Legal Advisors to act in the said capacity
- Securities and Exchange Board of India (Mutual Funds) Regulations, 1996 and amendments from time to time thereto.
- Indian Trusts Act, 1882.

### C. Investor Grievances Redressal Mechanism

Investors can lodge any service request or complaints or enquire about NAVs, Unit Holdings, Valuation, IDCW, etc by calling the investor line of the AMC at 1800-419-6244 (toll-free number) or email – [mfinvestors@mahindramanulife.com](mailto:mfinvestors@mahindramanulife.com). The service representatives may require personal information of the investor for verification of his / her identity in order to protect confidentiality of information. The AMC will at all times endeavour to handle transactions efficiently and to resolve any investor grievances promptly.

Any complaints should be addressed to Ms. Pooja Vineet Deherkar, who has been appointed as the Investor Relations Officer and can be contacted at:

Unit No. 204, 2<sup>nd</sup> Floor, Amiti Building, Piramal Agastya Corporate Park, LBS Road, Kamani Junction, Kurla (W), Mumbai – 400 070, Phone No. - 022 – 66327900

#### (A) **SEBI Complaints Redress System (“SCORES”):**

SCORES is a centralized web-based complaints redressal facilitation platform providing an facilitative platform for benefit of the aggrieved investors, whose grievances, pertaining to the securities market, remain unresolved by the concerned listed company, registered intermediary or market infrastructure institutions (MIIs). It facilitates the investors to lodge complaints and subsequently view it’s status online. The listed companies, SEBI registered intermediaries and SEBI recognized MIIs to whom complaints are forwarded through SCORES, shall be required to suitably redress & upload the status thereof on the SCORES portal within the stipulated timelines. The Complaint against the Entity shall be simultaneously forwarded through SCORES to the relevant Designated Body as prescribed.

The investors/unitholders can access the SCORES Portal at [www.scores.gov.in](http://www.scores.gov.in). For more details, investor(s)/unitholder(s) may refer SEBI’s circular on ‘ “Redressal of investor grievances through the SEBI Complaint Redressal (SCORES) Platform and linking it to Online Dispute Resolution platform ‘available under Downloads page of the Fund’s website [www.mahindramanulife.com](http://www.mahindramanulife.com) .

#### (B) **Online Dispute Resolution Portal:**

Pursuant to SEBI Master Circular no. SEBI/HO/OIAE/OIAE\_IAD-1/P/CIR/2023/145 dated July 31, 2023 on Online Resolution of Disputes in the Indian Securities Market and its further updates issued by SEBI from time to time, a common Online Dispute Resolution (‘ODR’) Portal has been established in order to harnesses online conciliation and online arbitration for resolution of disputes arising in the Indian Securities Market.

Investor(s)/Unitholder(s) shall take up their grievance(s) first by lodging a complaint directly with the Fund/ AMC. If the grievance is not redressed satisfactorily, they may escalate the same through the SCORES portal in accordance with the process laid out in SCORES guidelines. After exhausting all available options for resolution of the grievance, if the investor(s)/unitholder(s) are still not satisfied with the outcome, they may initiate dispute resolution through the ODR Portal.

Investor(s)/Unitholder(s) may initiate the dispute resolution through the ODR Portal only when such complaint/dispute is not under consideration by the Fund/AMC and SCORES platform or not pending before any arbitral process, court, tribunal or consumer forum or are non-arbitrable in terms of Indian law or is against the Government of India / President of India or a State Government / Governor of a State. It is clarified that Listed companies (and their registrars and transfer agents), specified intermediaries and regulated entities specified in Schedules A and B as well as institutional or corporate clients shall initiate claims or disputes in accordance with Clause 3(a) and/or 3(b), as applicable, unless the matter is non-arbitrable in terms of Indian law (including when moratorium under the Insolvency and Bankruptcy Code is in operation due to the insolvency process or if liquidation or winding up process has been commenced) or is against the Government of India / President of India or a State Government / Governor of a State

Further, as stipulated by the above referred circular, all existing and new investor(s)/unitholder(s) shall agree to undertake online conciliation and/or online arbitration by participating in the ODR Portal and/or undertaking dispute resolution in the manner specified in the aforesaid SEBI circular and its further updates issued by SEBI from time to time.

The above referred SEBI circular along with the link to access the ODR portal viz. <https://smartodr.in> is also available on the download section of the website of the Fund viz. [www.mahindramanulife.com](http://www.mahindramanulife.com).

Details of investors' complaints received, redressed and pending with the Mutual Fund during the last three fiscal years is as under:

Status of Investor Complaints for the period April 1, 2021 to March 31, 2022:

Scheme Name	Number of Complaints		
	Received	Redressed	Pending
Mahindra Manulife Aggressive Hybrid Fund	1	1	0
Mahindra Manulife Balanced Advantage Fund	1	1	0
Mahindra Manulife Flexi Cap Fund	3	3	0
Mahindra Manulife Large & Mid Cap Fund	3	3	0
Mahindra Manulife ELSS Tax Saver Fund	1	1	0
Mahindra Manulife Focused Fund	5	5	0
Mahindra Manulife Liquid Fund	3	3	0
Mahindra Manulife Mid Cap Fund	5	5	0
Mahindra Manulife Multi Cap Fund	4	4	0
Non Scheme Specific	99	99	0
<b>Grand Total</b>	<b>125</b>	<b>125</b>	<b>0</b>

Status of Investor Complaints for the period April 1, 2022 to March 31, 2023:

Scheme Name	Number of Complaints		
	Received	Redressed	Pending
Mahindra Manulife Large Cap Fund	4	4	0
Mahindra Manulife Equity Savings Fund	1	1	0
Mahindra Manulife Liquid Fund	2	2	0
Mahindra Manulife Focused Fund	1	1	0

Scheme Name	Number of Complaints		
	Received	Redressed	Pending
Mahindra Manulife Balanced Advantage Fund	1	1	0
Mahindra Manulife Mid Cap Fund	12	12	0
Mahindra Manulife Multi Cap Fund	11	11	0
Mahindra Manulife Flexi Cap Fund	1	1	0
Mahindra Manulife Aggressive Hybrid Fund	3	3	0
Mahindra Manulife Low Duration Fund	1	1	0
Mahindra Manulife Large & Mid Cap Fund	4	4	0
Mahindra Manulife ELSS Tax Saver Fund	6	6	0
Mahindra Manulife Ultra Short Duration Fund	1	1	0
Mahindra Manulife Small Cap Fund	1	1	0
Mahindra Manulife Asia Pacific REITs FOF	1	1	0
Non-Scheme Specific	135	135	0
<b>Grand Total</b>	<b>185</b>	<b>185</b>	<b>0</b>

Status of Investor Complaints for the period April 1, 2023 to March 31, 2024:

Scheme Name	Number of Complaints		
	Received	Redressed	Pending
Mahindra Manulife Flexi Cap Fund	1	1	0
Mahindra Manulife Large Cap Fund	1	1	0
Mahindra Manulife Equity Savings Fund	1	1	0
Mahindra Manulife Focused Fund	2	2	0
Mahindra Manulife Large & Mid Cap Fund	1	1	0
Mahindra Manulife Mid Cap Fund	8	8	0
Mahindra Manulife Multi Cap Fund	8	8	0
Mahindra Manulife ELSS Tax Saver Fund	2	2	0
Mahindra Manulife Small Cap Fund	6	6	0
Non-Scheme Specific	259	259	0
<b>Grand Total</b>	<b>289</b>	<b>289</b>	<b>0</b>

Status of Investor Complaints for the period April 1, 2024 to March 31, 2025:

Scheme Name	Number of Complaints		
	Received	Redressed	Pending
Mahindra Manulife Value Fund	3	2	1
Mahindra Manulife Ultra Short Duration Fund	1	1	0
Mahindra Manulife Consumption Fund	1	1	0
Mahindra Manulife Large Cap Fund	7	7	0
Mahindra Manulife Equity Savings Fund	1	1	0
Mahindra Manulife Large & Mid Cap Fund	5	5	0
Mahindra Manulife Business Cycle Fund	3	3	0
Mahindra Manulife Manufacturing Fund	5	5	0
Mahindra Manulife Focused Fund	5	5	0

Mahindra Manulife Mid Cap Fund	6	6	0
Mahindra Manulife Multi Cap Fund	16	16	0
Mahindra Manulife ELSS Tax Saver Fund	2	2	0
Mahindra Manulife Liquid Fund	2	2	0
Mahindra Manulife Low Duration Fund	1	1	0
Mahindra Manulife Small Cap Fund	20	20	0
Non-Scheme Specific	231	231	0
<b>Total</b>	<b>309</b>	<b>308</b>	<b>1*</b>

\* The complaint which was pending 31<sup>st</sup> March 2025 was disposed of on April 13, 2025

Status of Investor Complaints for the period April 1, 2025 to May 31,2025

Scheme Name	Number of Complaints		
	Received	Redressed	Pending
Mahindra Manulife Large & Mid Cap Fund	1	0	1
Mahindra Manulife Multi Cap Fund	2	1	1
Mahindra Manulife ELSS Tax Saver Fund	1	1	0
Mahindra Manulife Small Cap Fund	2	2	0
Non-Scheme Specific	19	19	0
<b>Total</b>	<b>25</b>	<b>23</b>	<b>2</b>

#### **D. Information pertaining to Investments by the Schemes of the Fund**

##### **1. Derivatives Strategies**

**For applicability of the Derivative Strategies outlined below in this section, investors/unitholders are advised to refer the respective SID(s) of the Scheme(s) of the fund.**

##### **a) Equity Derivative strategies**

The Schemes may invest in various derivative instruments which are permissible under the applicable regulations. Derivatives will be used for the purpose of hedging, and portfolio balancing or such other purpose as may be permitted under the regulations and Guidelines from time to time. Such investments shall be subject to the investment objective and strategy of the Scheme and the internal limits if any, as laid down from time to time. These include but are not limited to futures (both stock and index) and options (stock and index). Derivatives are financial contracts of pre-determined fixed duration, whose values are derived from the value of an underlying primary financial instrument such as interest rates, exchange rates, commodities and equities.

Derivative products are leveraged instruments and can provide disproportionate gains as well as disproportionate losses to the investor. Execution of such strategies depends upon the ability of the fund manager to identify such opportunities. Identification and execution of the strategies to be pursued by the fund manager involve uncertainty and decision of fund manager may not always be profitable. No assurance can be given that the fund manager will be able to identify or execute such strategies.

The risks associated with the use of derivatives are different from or possibly greater than, the risks associated with investing directly in securities and other traditional investments.

The following section describes the concepts and examples of derivatives that may be used by the fund manager. The strategies and illustrations provided below are only for the purpose of understanding the concept and uses of derivative instruments.

## **i. Index Futures**

Index Futures may be used by the Fund to hedge against market downturns (shorting the index) or benefit from a bullish outlook on the market (going long on the index).

**Example on how it could be used:** Assume Nifty near month future contract is trading at Rs. 22,500, and the fund manager has a view that nifty will depreciate going forward; the Scheme can initiate a sale transaction of Nifty futures at the above said rate without holding a underlying long equity position. Once the price falls and let's assume after 15 days the Nifty falls to 22,400, the Scheme can initiate a square-up transaction by buying the said futures and book a profit of Rs. 100.

In a similar way, if the fund manager has a view that nifty will appreciate going forward, the Scheme can initiate a long transaction without an underlying cash/ cash equivalent subject to the extant regulations.

## **Index Options**

Index options offers the Fund the opportunity to either capitalize on an expected market move or to protect holdings in the underlying instruments. The underlying in the case of Index options are indices.

### **A. Buy Call**

The fund, to benefit from anticipated uptrend in broad markets, from time to time can buy call options. A long call option will give the Fund the option but not the obligation to buy the Index at the strike price. Stop loss is not defined and will be monitored by the investment team.

### **Example on how it could be used**

Suppose an investor buys a Call option on 1 lot of Nifty 50- Nifty (Lot Size: 25 units)

- Nifty index (European option).
- Nifty 1 Lot Size: 25 units
- Spot Price (S): 22500
- Strike Price (x): 22550 (Out-of-Money Call Option)
- Premium: 80

Total Amount paid by the investor as premium  $[25 \times 80] = 2000$

There are two possibilities i.e. either the index moves up over the strike price or remains below the strike price.

### **1. Scenario 1- The Nifty index goes up before expiry**

An investor sells the Nifty Option described above before expiry:



Suppose the Nifty index moves up to 22600 in the spot market and the premium has moved to Rs 150 and there are 15 days more left for the expiry. The investor decides to reverse his position in the market by selling his 1 Nifty call option as the option now is In the Money.

His gains are as follows:

- Nifty Spot: 22600
- Current Premium: Rs.150
- Premium paid: Rs.80
- Net Gain:  $\text{Rs.150} - \text{Rs.80} = \text{Rs.70 per unit}$
- Total gain on 1 lot of Nifty =  $\text{Rs.1750} (25 \times 70)$

## **2. Scenario 2 - The Nifty index declines before expiry**

An investor sells the Nifty Option described above before expiry:

Suppose the Nifty index declines to 22400 in the spot market and the premium has moved to Rs 40 and there are 15 days more left for the expiry. The investor decides to reverse his position in the market by selling his 1 Nifty call option as the option now is In the Money.

His losses are as follows:

- Nifty Spot: 22400
- Current Premium: Rs.40
- Premium paid: Rs.80
- Net Loss:  $\text{Rs.80} - \text{Rs.40} = \text{Rs.40 per unit}$

Total loss on 1 lot of Nifty =  $\text{Rs.1000} (25 \times 40)$

## **3. Simple Scenario for holding on to expiry:**

The fund buys a call option at the strike price of say 22500 and pays a premium of say Rs. 80, the fund would earn profits if Nifty index at the time of expiry of the option is more than 22580 ( $22500 + 80$ ) being the total of the strike price and the premium thereon. If on the date of expiry of the option the Nifty index is below 22500, the fund will not exercise the option while it loses the premium of Rs 80

### **B. Buy Put**

The Fund may buy index put options to hedge existing portfolios. The put option will give the Fund the flexibility to sell the underlying index at the strike price if the index falls below the strike price. The Fund will have to pay a premium to the option writer to buy this put option. There is no defined stop loss . However, as the same will be monitored by the investment team.

#### **Example on how it could be used**

Suppose an investor buys a Put option on 1 lot of Nifty 50- Nifty (Lot Size: 25 units)

- Nifty index (European option).
- Nifty 1 Lot Size: 25 units
- Spot Price (S): 22500
- Strike Price (x): 22450 (Out-of-Money Call Option)
- Premium: 80

Total Amount paid by the investor as premium  $[25 \times 80] = 2000$

There are two possibilities i.e. either the index moves down from the strike price or goes above the strike price.

### 1. **Scenario 1**- The Nifty index goes down

An investor sells the Nifty Option described above before expiry:

Suppose the Nifty index moves down to 22400 in the spot market and the premium has moved to Rs 150 and there are 15 days more left for the expiry. The investor decides to reverse his position in the market by selling his 1 Nifty put option as the option now is In the Money.

His gains are as follows:

- Nifty Spot: 22400
- Current Premium: Rs.150
- Premium paid: Rs.80
- Net Gain:  $\text{Rs.150} - \text{Rs.80} = \text{Rs.70}$  per unit
- Total gain on 1 lot of Nifty =  $\text{Rs.1750}$  ( $25 \times 70$ )

### 2. **Scenario 2** - The Nifty index moves down

Suppose the Nifty index moves down to 22600 in the spot market and the premium has moved to Rs 40 and there are 15 days more left for the expiry. The investor decides to reverse his position in the market by selling his 1 Nifty put option as the option now is In the Money.

His losses are as follows:

- Nifty Spot: 22600
- Current Premium: Rs.40
- Premium paid: Rs.80
- Net Loss:  $\text{Rs.80} - \text{Rs.40} = \text{Rs.40}$  per unit
- Total gain on 1 lot of Nifty =  $\text{Rs.1000}$  ( $25 \times 40$ )

3. **Simple Scenario for holding on to expiry:** The fund buys a Put Option on Nifty index with strike 22500 by paying a premium of say Rs 80. If the index goes down to 22400, the fund would protect its downside and would only have to bear the premium of Rs 80 instead of a loss of Rs 100 whereas if the index moves up to say 22600 the fund may let the Option expire worthless and forego the premium thereby capturing Rs. 100 upside after bearing the premium of Rs. 80. In this scenario, perfect hedging of the portfolio with the usage of Nifty put option is assumed.

## ii. **Stock Futures**

### **Buy Stock Futures**

The Fund can buy stock futures to realize a positive outlook on the stock or to rebalance sector positions. There will be no defined stop loss given the high volatility and the same will be monitored by the investment team.

### **iii. Stock Options**

#### **A. Buy Call**

To capitalize positive view on a stock or to rebalance sector positions, the Fund may buy call options on the stock against the payment of a premium. Buying a call option provides the Fund the option but not the obligation to buy the stock at the strike price on the day of expiry. Alternatively, the option could be sold in the market before expiry. There will be no defined stop loss and the same shall be monitored by the investment team.

#### **B. Buy Put**

To implement a negative view on the stock or to hedge against downside in an existing stock holding or to rebalance sector positions, the Fund may purchase stock put options against payment premium. This gives the option but not the obligation to the Fund to sell the stock at the strike price on the day of expiry. Alternatively, the option could be sold in the market before expiry.

Certain risks are inherent to Derivative strategies viz. lack of opportunities, inability of Derivatives to correlate perfectly with the underlying and execution risks, whereby the rate seen on the screen may not be the rate at which the transaction is executed. For details of risk factors relating to use of Derivatives, the investors are advised to refer to Scheme Specific Risk Factors.

#### **b) Fixed Income Derivative strategies**

The eligible Schemes may use Derivative instruments like interest rate swaps like Overnight Indexed Swaps ("OIS"), forward rate agreements, interest rate futures or such other Derivative instruments as may be permitted under the applicable regulations. Derivatives will be used for the purpose of hedging, and portfolio balancing or such other purpose as may be permitted under the regulations and Guidelines from time to time.

The Schemes will be allowed to take exposure in interest rate swaps only on a non-leveraged basis. A swap will be undertaken only if there is an underlying asset in the portfolio. In terms of Circular No. MFD.BC.191/07.01.279/1999-2000 and MPD.BC.187/07.01.279/1999-2000 dated November 1, 1999 and July 7, 1999 respectively issued by RBI permitting participation by Mutual Funds in interest rate swaps and forward rate agreements, the Fund will use Derivative instruments for the purpose of hedging and portfolio balancing. The Fund may also use derivatives for such purposes as maybe permitted from time to time. Further, the guidelines issued by RBI from time to time for forward rate agreements and interest rate swaps and other derivative products would be adhered to by the Mutual Fund.

IRS and FRA do also have inherent credit and settlement risks. However, these risks are substantially reduced as they are limited to the interest streams and not the notional principal amounts.

Investments in Derivatives will be in accordance with the extant Regulations / guidelines. Presently Derivatives shall be used for hedging and / or portfolio balancing purposes, as permitted under the Regulations. The circumstances under which such transactions would be entered into would be when, for example using the IRS route it is possible to generate better returns / meet the objective of the Scheme at a lower cost. e.g. if buying a 2 Yr FBIL Mibor based instrument and receiving the 2 Yr swap rate yields better return than the 2 Yr AAA corporate, the Scheme would endeavor to do that. Alternatively, the Scheme would also look to hedge existing fixed rate positions if the view on interest rates is that it would likely rise in the future.

The following information provides a basic idea as to the nature of the Derivative instruments proposed to be used by the Fund and the benefits and risks attached therewith. Please note that the examples have been given for illustration purposes only.

### **Interest Rate Swaps:**

The Indian markets have faced high volatility in debt markets. An interest rate swap is a contractual agreement between two counter-parties to exchange streams of interest amount on a notional principal basis. In this, one party agrees to pay a fixed stream of interest amount against receiving a variable or floating stream of interest amount. The variable or floating part is determined on a periodical basis.

Mutual Funds may enter into plain vanilla interest rate swaps for hedging purposes. The counter party in such transactions has to be an entity recognized as a market maker by RBI. Further, the value of the notional principal in such cases must not exceed the value of respective existing assets being hedged by the scheme.

### **Example**

Entity A has a Rs.50 crores, 3 month asset which is being funded through call. Entity B, on the other hand, has deployed in overnight call money market Rs.50 crores, 3 month liability. Both the entities are taking on an interest rate risk.

To hedge against the interest rate risk, both the entities can enter into a 3 month swap agreement based on say FBIL MIBOR (Financial Benchmarks India Private Limited Mumbai Inter Bank Offered Rate). Through this swap, entity B will receive a fixed pre-agreed rate (say 7%) and pay FBIL MIBOR (“the benchmark rate”) which will neutralize the interest rate risk of lending in call. Similarly, entity A will neutralize its interest rate risk from call borrowing as it will pay 7% and receive interest at the benchmark rate.

Assuming the swap is for Rs.50 crores 1 January to 1 April, Entity A is a floating rate receiver at the overnight compounded rate and Entity B is a fixed rate receiver. On a daily basis, the benchmark rate fixed by NSE will be tracked by them.

On April 1, they will calculate as explained below:

Entity A is entitled to receive daily compounded call rate for 91 days and pay 7% fixed.

Entity B is entitled to receive interest on Rs.50 crores @ 7% i.e. Rs. 87.26 lacs, and pay the compounded benchmark rate.

Thus on December 1, if the total interest on the daily overnight compounded benchmark rate is higher than Rs. 87.26 lacs, entity B will pay entity A the difference and vice versa.

The above example illustrates the use of Derivatives for hedging and optimizing the investment portfolio. Swaps have their own drawbacks like credit risk, settlement risk. However, these risks are substantially reduced as the amount involved is interest streams and not principal.

### **Forward Rate Agreement (FRA)**

A FRA is referred to by the beginning and end dates of the period covered in the transaction. A 2x5 FRA means the 3 month rate starting 2 months from now.

For example, a corporate has a three month fixed liability three months from now. To meet this liability the company enters into a 3x6 FRA where it receives 7.25% for 100 crore and fixes the interest cost for the 3-6 months period. If the actual three month rate three months from now is 7% the corporate has gained 25 bps through interest cost. As the settlement is done at the beginning of the period, the net present value of the savings needs to be calculated using the 3 month rate as the discount rate.

Interest savings = INR 100 crores \* 25 bps \* 92/365 (assuming 92 days in the 3 month period and 365 days for the year) = INR 6,30,137.

Settlement Amount = INR 6,30,137 / (1 + 7%\*92/365) = INR 6,19,212

## Interest Rate Futures

Interest Rate Futures (IRF) means a standardized interest rate derivative contract traded on a recognized stock exchange to buy or sell a notional security or any other interest bearing instrument or an index of such instruments or interest rates at a specified future date, at a price determined at the time of the contract.

Hedging using interest rate futures could be perfect or imperfect, subject to applicable regulations.

IRFs give an opportunity in the fixed income market to hedge interest rate risk or rebalance the portfolio by using them. By locking into a price, the IRF contract can help to eliminate the interest rate risk. Thus, in order to protect against a fall in the value of the portfolio due to falling bond prices, one can take short position in IRF contracts.

Assume that ABC hold GOI securities, hence is exposed to the risk of rising interest rates, which in turn results in the reduction in the value of their portfolio. So in order to protect against a fall in the value of their portfolio due to falling bond prices, they can take short position in IRF contracts.

### Example:

Date: 01-April-2022

Spot price of GOI Security: Rs 100.05

Futures price of IRF Contract: Rs 100.12

On 01-April-2022 ABC bought 2000 GOI securities from spot market at Rs 100.05. He anticipates that the interest rate will rise in near future. Therefore to hedge the exposure in underlying market he may sell May 2022 Interest Rate Futures contracts at Rs. 100.12.

On 16-May-2022 due to increase in interest rate:

Spot price of GOI Security: Rs 99.24

Futures Price of IRF Contract: Rs 99.28

Loss in underlying market will be  $(99.24 - 100.05) * 2000 = \text{Rs } 1620$

Profit in the Futures market will be  $(99.28 - 100.12) * 2000 = \text{Rs } 1680$

## Illustration for Imperfect Hedging

Scenario 1 and 2

**Assumption:** Portfolio whose duration is 3 years, is being hedged with an IRF whose underlying securities duration is 10 years

Portfolio Duration: 3 year

Market Value of Portfolio: Rs 100 cr  
Imperfect Hedging cannot exceed 20% of Portfolio

**Maximum extent of short position that may be taken in IRFs is as per below mentioned formula:**

Portfolio (security) Modified Duration \* Market Value of Portfolio (security) / (Futures Modified Duration \* Futures Price/PAR)

Consider that we choose to hedge 20% of portfolio  
 $(3 * (0.2 * 100)) / (10 * 100 / 100) = \text{Rs } 6 \text{ cr}$

So we must Sell Rs 6 cr of IRF with underlying duration of 10 years to hedge Rs 20 cr of Portfolio with duration of 3 years.

#### **Scenario 1**

If the yield curve moves in a way that the 3 year moves up by 10 bps and the 10 year moves up by 5bps, which means that the short end has moved up more than the long end.

Amount of Security in Portfolio (LONG): Rs 20cr

If yields move up by 10 bps then the price of the security with a modified duration of 3 years will move down by;

Formula: (Yield movement \* Duration) \* Portfolio Value  
 $((0.001 * 3) * 20,00,00,000) = - 6,00,000$

Underlying IRF (SHORT): Rs 6crs

If yields move up by 5bps then the price of the security with a duration of 10 years will move down by;

Formula: (Yield movement \* Duration) \* Portfolio Value  
 $(-0.0005 * 10) * 6,00,00,000 = 3,00,000$

Since we have sold the IRF, this movement is positive and hence the total loss will be reduced to:  
 $-6,00,000 + 3,00,000 = -3,00,000$

Due to IRF, the overall impact on the portfolio due to interest rate movement has been reduced.

#### **Scenario 2**

If the yield curve moves in a way that the 3 year does not move and the 10 year moves down by 5 bps, which means that the yield curve has flattened.

If yield does not move then the price of the security with a duration of 3 years will remain flat:

Formula: (Yield movement \* Duration) \* Portfolio Value  
 $(0 * 3) * 20,00,00,000 = 0$

Underlying IRF (SHORT): Rs 6cr

If yields moves down by 5bps then the price of the security with a duration of 10 years will move up by;  
 $(0.0005 * 10) * 6,00,00,000 = -3,00,000$

In this scenario, the imperfect hedge created on the portfolio would create a loss on the total position.

Certain risks are inherent to Derivative strategies viz. lack of opportunities, inability of Derivatives to correlate perfectly with the underlying and execution risks, whereby the rate seen on the screen may not be the rate at which the transaction is executed. For details of risk factors relating to use of Derivatives, the investors are advised to refer to Scheme Specific Risk Factors.

## 2. Swing Pricing

Pursuant to the provisions of clause 4.10 of the SEBI Master Circular on “Swing pricing framework for mutual fund schemes” SEBI had introduced swing pricing framework for open ended debt mutual fund schemes (except Overnight funds, Gilt funds and Gilt with 10-year maturity funds).

‘Swing pricing’ refers to a process for adjusting a scheme’s net asset value (NAV) to effectively pass on transaction costs stemming from net capital activity (i.e., flows into or out of the scheme) to the investors associated with that activity during the life of a scheme, excluding ramp-up period or termination. In a liquidity-challenged environment, quoted bid/ask spreads and overall trading costs can widen and may not be representative of the executed prices that can be achieved in the market.

The swing pricing framework would currently be applicable only for scenarios related to net outflows from the eligible debt scheme categories as referred above (“eligible debt scheme(s)”), in accordance with the guidelines provided hereunder:

### **Swing pricing framework for market dislocation:**

1. Market dislocation criteria will be determined by SEBI based on AMFI’s recommendation or suo moto. Once the market dislocation is declared, the period for which the swing pricing would be applicable, will be notified by SEBI.
2. Subsequent to the announcement of market dislocation by SEBI, the swing pricing factor as tabulated below shall be applicable to the eligible debt scheme(s), only if as on the date of declaration of market dislocation by SEBI, the eligible debt scheme(s) is:
  - a. High or Very High risk on the risk-o-meter in terms clause 17.4 of the SEBI Master Circular (as of the most recent period at the time of declaration of market dislocation); and
  - b. classified in the cells A-III, B-II, B-III, C-I, C-II and C-III of the PRC Matrix in terms of 17.5 of the SEBI Master Circular

Pursuant to the above, a minimum swing factor as under shall be made applicable to the eligible debt scheme(s) and the NAV will be adjusted for stated swing factor:

<b>Minimum swing factor for the eligible debt scheme(s)</b>			
Max Credit Risk of scheme→	Class A (CRV*≥12)	Class B (CRV≥10)	Class C (CRV <10)
Max Interest Rate Risk of the scheme ↓			
Class I: (MD≤1 year)	-	-	1.5%
Class II: (MD≤3 years)	-	1.25%	1.75%
Class III: Any Macaulay duration	1%	1.5%	2%
*CRV: Credit Risk Value			

Further, in accordance with the current Potential Risk Class (PRC) Matrix classification of the eligible debt scheme(s) in terms of clause 17.5 of the SEBI Master Circular and subject to the eligible debt scheme(s) having a High or Very High risk-o-meter at the time of declaration of market dislocation, the mandatory minimum swing factor as applicable to the eligible debt scheme(s) of the Fund would be as under:

<b>Scheme Name</b>	<b>PRC Matrix Classification</b>	<b>Minimum Swing Factor</b>
Mahindra Manulife Liquid Fund	B-I	-
Mahindra Manulife Ultra Short Duration Fund	B-I	-
Mahindra Manulife Low Duration Fund	B-I	-
Mahindra Manulife Short Duration Fund	B-II	1.25%
Mahindra Manulife Dynamic Bond Fund	B-III	1.50%

- During the period when swing pricing framework is triggered and swing factor is made applicable for market dislocation, both the incoming and outgoing investors shall get NAV adjusted for swing factor.

Illustration on impact of Swing pricing:

When swing pricing is triggered due to market dislocation resulting in net outflows from the eligible debt scheme(s), the NAVs of the eligible debt scheme(s) shall be adjusted downwards as under:

<b>Risk-O-Meter</b>	<b>PRC</b>	<b>Computed / Unswung NAV (Rs per unit)</b>	<b>Swing factor applied</b>	<b>Swing NAV (Rs per unit)</b>
High / Very High	A-III	20.0000	1.00%	19.8000
	B-II	20.0000	1.25%	19.7500
	B-III	20.0000	1.50%	19.7000
	C-I	20.0000	1.50%	19.7000
	C-II	20.0000	1.75%	19.6500
	C-III	20.0000	2.00%	19.6000

- Swing pricing shall be made applicable to all unitholders at PAN level with an exemption for redemptions upto Rs. 2 lacs.
- The eligible debt scheme(s) performance shall be computed based on unswung NAV.
- Disclosures pertaining to NAV adjusted for swing factor along with the performance impact shall be made by the AMC in the prescribed format in the SID of the eligible debt scheme(s) and in scheme wise Annual Reports and Abridged summary thereof and on the website of the AMC, in case swing pricing framework has been made applicable for the eligible debt scheme(s).



### Swing Pricing in case of ‘Re-opening of the scheme(s) after announcement of winding up’:

1. There may be instances where the AMC, after making an announcement to wind up a scheme, decides to roll-back the decision to wind up the scheme. Such situations may trigger large scale redemptions. In such circumstances, in terms of the requirements stated under the AMFI Best Practices Guidelines Circular No.135/ BP / 96B / 2024-25 dated November 4, 2024, the AMC shall mandatorily invoke the swing pricing upon reopening of the relevant scheme(s) for subscriptions and redemptions.
2. In the above circumstances / situations, the minimum swing factor to be applied would be higher of the swing factor as suggested by the Board of the AMC or the swing factor threshold(s) prescribed by AMFI for triggering swing pricing during normal times, as provided in the matrix below:

Minimum swing factor for the eligible debt scheme(s)			
Max Credit Risk of scheme→	Class A (CRV* $\geq$ 12)	Class B (CRV* $\geq$ 10)	Class C (CRV* $<$ 10)
Max Interest Rate Risk of the scheme ↓			
Class I: (Macaulay duration $\leq$ 1 year)	-	0.05%	0.20%
Class II: (Macaulay duration $\leq$ 3 years)	0.05%	0.10%	0.40%
Class III: Any Macaulay duration	0.10%	0.20%	0.60%
*CRV: Credit Risk Value			

Note: The above are floor swing amounts and the Board of the AMC may set higher limits, depending on the dynamics of the concerned scheme(s) both on liability side and on asset side.

3. The swing pricing in the above situations shall be applicable for higher of swing period as may be decided by the Board of the AMC or for a minimum of 7 working days as per the AMFI Best Practices Circular, upon reopening of the concerned scheme(s) for subscriptions and redemptions.

### 3. Provisions on creation of Segregated portfolio/Side pocketing

**For applicability of the provisions on creation of segregated portfolio/side pocketing as outlined below in this section, investors/unitholders are advised to refer the respective SID(s) of the Scheme(s) of the fund.**

#### **Segregated Portfolio:**

In case of a credit event at issuer level, the AMC may create a segregated portfolio of debt and money market instruments under the Scheme in compliance with clause 4.4 of the SEBI Master Circular.

#### Key definitions

Segregated Portfolio	A portfolio, comprising of debt or money market instrument affected by a credit event that has been segregated in a mutual fund Scheme.
Main Portfolio	The Scheme portfolio excluding the segregated portfolio.
Total Portfolio	The Scheme portfolio including the securities affected by the credit event.

### **Conditions for creation of a segregated portfolio**

As per the policy on segregation of Scheme portfolios approved by the Board of Directors of the AMC and Trustees, creation of a segregated portfolio is optional and may be created at the discretion of the AMC, in case of a credit event at issuer as provided below:

#### **Credit Event:**

##### **A. Rated debt and money market instruments:**

In case of rated debt and money market instruments the credit event at issuer level shall be downgrade in credit rating by a Credit Rating Agency (CRA) as provided below:

1. Downgrade of a debt or money market instrument to 'below investment grade'; or
2. Subsequent downgrades of the said instruments from 'below investment grade'; or
3. Similar such downgrades of a loan rating.

In case of difference in rating by multiple CRAs, the most conservative rating shall be considered. Creation of segregated portfolio shall be based on issuer level credit events as mentioned above and implemented at the ISIN level.

##### **B. Unrated debt and money market instruments:**

In case of unrated debt or money market instruments, Segregated Portfolio may be created only in case of actual default of either the interest or principal amount by the issuer of such instruments; Provided that such issuer shall not have any outstanding rated debt or money market instruments. In case of default of unrated debt or money market instruments, the AMC shall inform AMFI immediately about the actual default by the issuer. Upon being informed about the default, AMFI shall immediately inform the same to all AMCs. Pursuant to dissemination of information by AMFI about actual default by the issuer, AMCs may segregate the portfolio of debt or money market instruments of the said issuer in terms of the applicable regulatory requirements.

### **Process for creation of segregated portfolio**

The AMC shall decide on creation of segregated portfolio of the Scheme on the day of Credit Event. Once the AMC decides to segregate portfolio, the AMC shall:

- i. Seek approval from the Board of Directors of the Trustees, prior to creation of the segregated portfolio;
- ii. immediately issue a press release disclosing its intention to segregate such debt and money market instrument and its impact on the investors of the Scheme. The AMC shall also disclose that the segregation shall be subject to the Trustees' approval. Additionally, the said press release shall be prominently disclosed on the website of the AMC.
- iii. ensure that till the time the approval from the Trustees is received, which in no case shall exceed 1 (one) business day from the day of credit event, the subscription and redemption in the concerned Scheme shall be suspended for processing with respect to creation of units and payment on redemptions.

Once the approval from the Trustees is received by the AMC:

- i. The segregated portfolio shall be effective from the day of Credit Event.  
The AMC shall issue a press release immediately with all relevant information pertaining to the segregated portfolio of the Scheme. The said information shall also be submitted to SEBI.
- ii. An email or SMS shall be sent to all unitholders of the concerned Scheme
- iii. The NAVs of both segregated and main portfolio shall be disclosed from the day of the Credit Event.
- iv. All existing investors in the Scheme as on the day of the Credit Event shall be allotted equal number of units in the segregated portfolio as held in the main portfolio. The AMC shall work out with the Registrar & Transfer Agent viz., CAMS. The mechanics of unit creation to represent the holding of segregated portfolio and the same shall appear in the account statement of the unitholders.
- v. No redemption and subscription shall be allowed in the segregated portfolio. However, in order to facilitate exit to unit holders in segregated portfolio, AMC shall enable listing of units of segregated portfolio on the recognized stock exchange within 10 working days of creation of segregated portfolio and also enable transfer of such units on receipt of transfer requests.

If the Trustees do not approve the proposal to create a segregate portfolio, the AMC shall issue a press release immediately informing investors of the same.

### **Valuation and processing of subscriptions and redemptions**

Notwithstanding the decision to segregate the debt and money market instrument, the valuation process shall take into account the Credit Event and the portfolio shall be valued based on the principles of fair valuation (i.e. realizable value of the assets) in terms of the relevant provisions of SEBI (MF) Regulations and Circular(s) issued thereunder.

All subscription and redemption requests for which NAV of the day of Credit Event or subsequent day is applicable, will be processed as per the existing circular on applicability of NAV as under:

- a. Upon receipt of approval from Trustees to create a segregated portfolio –
  - i. Investors redeeming their units will get redemption proceeds based on the NAV of main portfolio and will continue to hold the units of segregated portfolio.
  - ii. Investors subscribing to the Scheme will be allotted units only in the main portfolio based on its NAV.
- b. In case the Trustees do not approve the proposal of segregated portfolio, subscription and redemption applications will be processed based on the NAV of total portfolio.

### **TER of the segregated portfolio**

- a. The AMC shall not charge investment and advisory fees on the segregated portfolio. However, TER (excluding the investment and advisory fees) can be charged, on a pro-rata basis only upon recovery of the investments in the segregated portfolio.

- b. The TER so levied shall not exceed the simple average of such expenses (excluding the investment and advisory fees) charged on daily basis on the main portfolio (in % terms) during the period for which the segregated portfolio was in existence.
- c. The legal charges related to recovery of the investments of the segregated portfolio may be charged to the segregated portfolio in proportion to the amount of recovery. However, the same shall be within the maximum TER limit as applicable to the main portfolio. The legal charges in excess of the TER limits, if any, shall be borne by the AMC.
- d. The costs related to segregated portfolio shall in no case be charged to the main portfolio.

## **Disclosures**

- a. A statement of holding indicating the units held by the investors in the segregated portfolio along with the NAV of both segregated portfolio and main portfolio as on the day of the Credit Event shall be communicated to the investors within 5 working days of creation of the segregated portfolio.
- b. Adequate disclosure of the segregated portfolio shall appear in all scheme related documents, in monthly and half-yearly portfolio disclosures and in the annual report of the mutual fund and the scheme.
- c. The Net Asset Value (NAV) of the segregated portfolio shall be declared on daily basis.
- d. The information regarding number of segregated portfolios created in the Scheme shall appear prominently under the name of the Scheme at all relevant places such as SID, KIM-cum-Application Form, advertisement, AMC and AMFI websites, etc.
- e. The performance of the Scheme required to be disclosed at various places shall include the impact of creation of segregated portfolio and shall clearly reflect the fall in NAV to the extent of the portfolio segregated due to the Credit Event and the said fall in NAV along with recovery(ies), if any, shall be disclosed as a footnote to the scheme performance.
- f. The disclosures at paragraph (d) and (e) above regarding the segregated portfolio shall be carried out for a period of at least 3 years after the investments in segregated portfolio are fully recovered/written-off.
- g. The investors of the segregated portfolio shall be duly informed of the recovery proceedings of the investments of the segregated portfolio. Status update may be provided to the investors at the time of recovery and also at the time of writing-off of the segregated securities.

## **Monitoring by Trustee**

In order to ensure timely recovery of investments of the segregated portfolio, Trustees shall ensure that:

- The AMC puts in sincere efforts to recover the investments of the segregated portfolio.
- Upon recovery of money, whether partial or full, it shall be immediately distributed to the investors in proportion to their holding in the segregated portfolio. Any recovery of amount of the security in the

segregated portfolio even after the write off shall be distributed to the investors of the segregated portfolio.

- An Action Taken Report (ATR) on the efforts made by the AMC to recover the investments of the segregated portfolio is placed in every meeting of the Trustees till the investments are fully recovered/ written-off.
- The Trustees shall monitor the compliance of the SEBI circular in respect of creation of the segregated portfolio and disclose in the half-yearly trustee reports filed with SEBI, the compliance in respect of every segregated portfolio created.

In order to avoid mis-use of segregated portfolio, Trustees shall ensure to have a mechanism in place to negatively impact the performance incentives of Fund Managers, Chief Investment Officers (CIOs), etc. involved in the investment process of securities under the segregated portfolio, mirroring the existing mechanism for performance incentives of the AMC, including claw back of such amount to the segregated portfolio of the Scheme.

#### **Illustration of segregated portfolio:**

The below table shows how a security affected by a Credit Event will be segregated and its impact on investors. Whether the distressed security is held in the original portfolio or the segregated portfolio, the value of the investors' holdings will remain the same on the date of the Credit Event. Over time, the NAVs of the portfolios are subject to change.

Key Assumptions: We have assumed a scheme holds 4 securities (A, B, C & D) in its portfolio. It has two investors with total of 10,000 units. (Investor 1 – 6,000 units, Investor 2- 4,000 units).

Total Portfolio Value of Rs. 32 Lakhs (Each security invested is valued at Rs. 8 Lakh)

Current NAV:  $32,00,000/10,000 = \text{Rs. } 320$  Per Unit

Suppose Security D is downgraded to below investment grade and consequently the value of the security falls from Rs. 8,00,000 to Rs. 3,00,000 and the AMC decides to segregate the security into a new portfolio. Investors will be allotted the same number of units in the segregated portfolio as they hold in the main portfolio. So, Investor 1 will get 6,000 Units and Investor 2 will get 4,000 units in the segregated portfolio.

With segregation, the portfolio value is Rs. 27,00,000 (Now A, B & C Securities worth Rs. 24 Lakh and Security D, which has fallen from Rs. 8,00,000 to Rs. 3,00,000).

	<b>Main Portfolio (Security of A,B &amp; C)</b>	<b>Segregated Portfolio (Security D)</b>
Net Assets	Rs. 24,00,000	Rs. 3,00,000
Number of Units	10,000	10,000
NAV per Unit	$\text{Rs. } 24,00,000/ 10,000 = \text{Rs. } 240$	$\text{Rs. } 3,00,000/ 10,000 = \text{Rs. } 30$

With respect to Investors:

Particulars	Investor 1	Investor 2
Units held in the Main portfolio	6,000	4,000
NAV of the Main portfolio	Rs. 240 per unit	Rs. 240 per unit
Value of Holding in Main portfolio (A) in Rs.	14,40,000	9,60,000
Units held in Segregated Portfolio	6,000	4,000
NAV of Segregated Portfolio	Rs. 30 per unit	Rs. 30 per unit
Value of holding in Segregated Portfolio ( B ) in Rs.	1,80,000	1,20,000
<b>Total Value of holding (A) + ( B ) in Rs</b>	<b>16,20,000</b>	<b>10,80,000</b>

In case the portfolio is not segregated, the Total Portfolio after marking down the value of security D would be:

Net Assets of the Portfolio: Rs. 27,00,000	No. of Units :10,000	NAV per unit Rs. 27,00,000 / 10,000= Rs. 270
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Particulars	Investor 1	Investor 2
Units held in the Original Portfolio ( No. of units)	6,000	4,000
NAV of the Main portfolio	Rs. 270 per unit	Rs. 270 per unit
<b>Value of Holding in Main portfolio (A) in Rs.</b>	<b>16,20,000</b>	<b>10,80,000</b>

Investors may note the essential difference between a segregated portfolio and non-segregated portfolio as follows:

- Where the portfolio is not segregated, the transactions will continue to be processed at NAV based prices. There will be no change in the number of units remaining outstanding.
- Where the portfolio is segregated, equal number of units are created and allotted to reflect the holding for the portion of portfolio that is segregated.
- Once the portfolio is segregated, the transactions will be processed at NAV based prices of main portfolio.
- Since the portfolio is segregated for distressed security, the additional units that are allotted cannot be redeemed. The units will be listed on the recognised stock exchange to facilitate exit to unit holders.
- Upon realisation of proceeds under the distressed security either in part or full, the proceeds will be paid accordingly. Based on the circumstances and developments, the AMC may decide to write off the residual value of the segregated portfolio.

Investors may also note that the process followed by the AMC/Trustees regarding creation of segregated portfolios shall be in accordance with the provisions laid down by SEBI in this regard, from time to time.

#### **4. Short selling / stock lending**

Short selling means selling a stock which the seller does not own at the time of trade. The Scheme(s) may engage in short selling in accordance with the framework relating to short selling specified by SEBI.

Stock Lending means the lending of stock to another person or entity for a fixed period of time, at a negotiated compensation. The securities lent will be returned by the borrower on the expiry of the stipulated period. Subject to the SEBI (MF) Regulations as applicable from time to time, the Mutual Fund may, engage in Stock Lending.

For details, investors are requested to refer to the SID of the respective schemes.

#### **Borrowing by the Mutual Fund**

The Mutual Fund is allowed to borrow to meet the temporary liquidity needs of the schemes for the purpose of repurchase, redemption of units or payment of interest or IDCW to the unit holders, provided that the Mutual Fund shall not borrow more than 20% of the net assets of each scheme and the duration of such borrowing shall not exceed a period of six months.

#### **Unclaimed Redemption and IDCW Amount**

The unclaimed Redemption amount and IDCW amounts may be deployed by the Fund in call money market / money market instruments or in a separate plan of only Overnight scheme / Liquid scheme / Money Market Mutual Fund scheme floated by the Fund specifically for deployment of these Unclaimed amounts.

Further, the AMC shall not charge any exit load in this plan and TER (Total Expense Ratio) of such plan shall be capped as per the TER of direct plan of the scheme or at 50 bps, whichever is lower.

Provided that such schemes where the unclaimed redemption and dividend amounts are deployed shall be only those Overnight scheme/ Liquid scheme / Money Market Mutual Fund schemes which are placed in A-1 cell (Relatively Low Interest Rate Risk and Relatively Low Credit Risk) of Potential Risk Class matrix as per clause 17.5 of SEBI Master Circular.

Investors who claim the unclaimed amounts during a period of three years from the due date shall be paid initial unclaimed amount along-with the income earned on its deployment. Investors, who claim these amounts after 3 years, shall be paid initial unclaimed amount along-with the income earned on its deployment till the end of the third year. After the third year, the income earned on such unclaimed amounts shall be used for the purpose of investor education.

The AMC shall provide on its website [www.mahindramanulife.com](http://www.mahindramanulife.com), the list of names and addresses of investors in whose folios there are unclaimed amounts. The details of such unclaimed redemption/IDCW amounts, if any, shall be disclosed in the Abridged Scheme wise Annual Report sent to the Unit Holders. The website of the AMC shall also provide information on the process of claiming the unclaimed amount and the necessary forms / documents required for the same. Further, the information on unclaimed amount along-with its prevailing value (based on income earned on deployment of such unclaimed amount), shall be separately disclosed to investors through the periodic statement of accounts / Consolidated Account Statement sent to the investors.

## **E. Transaction Charges and Stamp Duty**

### **Transaction Charges**

In accordance with clause 10.5 of SEBI Master Circular, the AMC/ Fund shall deduct a Transaction Charge per purchase /subscription of Rs. 10,000/- and above, as may be received from new investors (an investor who invests for the first time in any mutual fund schemes) and existing investors. The distributors shall have an option to either “Opt-in / Opt-out” from levying transaction charge based on the type of product. Therefore, the “Opt-in / Opt-out” status shall be at distributor level, basis the product selected by the distributor.

**However, investors are requested to note that, pursuant to Addendum No. 17/2023 dated April 26, 2023, it was decided by the AMC to discontinue the payment of transaction charges to the distributors. Accordingly, no transaction charges shall be deducted from the investment amount for transactions/applications received from the investor and routed through any mutual fund distributor (i.e., for investment in Regular Plan) and the entire subscription amount will be invested in the Scheme.**

### **Stamp Duty**

Pursuant to Notification No. S.O. 4419(E) dated December 10, 2019 and subsequent notifications issued in this regard, by Department of Revenue, Ministry of Finance, Government of India, read with Part I of Chapter IV of Notification dated February 21, 2019 issued by Legislative Department, Ministry of Law and Justice, Government of India on the Finance Act, 2019:

- a. a stamp duty @ 0.005% of the transaction value would be levied on all mutual fund purchase transactions (including fresh / additional purchases, switch-in transactions, all SIP / STP-in instalments and IDCW re-investments) at the time of allotment of units;

Pursuant to levy of stamp duty, the number of units allotted on such purchase transactions to the unitholders would be reduced to that extent.

- b. a stamp duty @0.015% of the transaction value would be levied on transfer of mutual fund units.

Further, it is hereby clarified that stamp duty shall not be levied on redemption of units by unitholders.

## **X. DISCLOSURES AND REPORTS BY THE FUND**

### **1. Account Statement/Consolidated Account Statement**

- On acceptance of the application for subscription, an allotment confirmation/account statement specifying the number of units allotted by way of e-mail and/or SMS within 5 business days from the date of receipt of transaction request will be sent to the Unitholders registered e-mail address and/or mobile number.
- Where investors / Unitholders, have provided an email address, an account statement reflecting the units allotted to the Unitholder shall be sent by email on their registered email address.  
In cases where the email does not reach the Unitholder/ investor, the Fund / its RTA will not be responsible, but the Unitholder/ investor can request for fresh statement/confirmation. The Unitholder/ investor shall from time to time intimate the Fund / its RTA about any changes in his e-mail address



- The Unitholder may request for a physical account statement by writing / calling the AMC / ISC / RTA. The AMC shall dispatch an account statement within 5 Business Days from the date of the receipt of request from the Unit holder.

### **Consolidated Account Statement (CAS)**

- Consolidated account statement for each calendar month shall be issued, on or before fifteenth day of succeeding month, detailing all the transactions and holding at the end of the month including the total purchase value / cost of investment in each scheme and transaction charges (if any) paid to the distributor, across all schemes of all mutual funds, to all the investors in whose folios transaction has taken place during that month.
- Pursuant to clause 14.3.3.4 of SEBI Master Circular, following additional disclosure(s) shall be provided in CAS issued for the half year (ended September / March):
  - a. The amount of actual commission paid by the AMCs /Mutual Funds (MFs) to distributors (in absolute terms) during the half-year period against the concerned investor's total investments in each MF Scheme. The term 'commission' here refers to all direct monetary payments and other payments made in the form of gifts / rewards, trips, event sponsorships etc. by the AMC /MFs to the distributors. Further, the commission disclosed in CAS shall be gross commission and shall not exclude costs incurred by distributors such as Services Tax (wherever applicable, as per existing rates), operating expenses, etc.
  - b. The scheme's average total expense ratio (in percentage terms) along with the breakup between Investment and Advisory fees, Commission paid to the distributor and other expenses for the period for the scheme's applicable plan (regular or direct or both) where the concerned investor has actually invested in.

Such half-yearly CAS shall be issued to all MF investors, excluding those investors who do not have any holdings in MF schemes and where no commission against their investment has been paid to distributors, during the concerned half-year period within 21 days from the end of such half yearly period.

- The AMC shall identify common investors across fund houses by their permanent account number (PAN) for the purposes of sending CAS.
- In the event the account has more than one registered holder, the first named Unitholder shall receive the CAS.
- The transactions viz. purchase, redemption, switch, Payout of Income Distribution cum Capital Withdrawal / IDCW Payout, Reinvestment of Income Distribution cum Capital Withdrawal/ IDCW Reinvestment, systematic investment plan, systematic withdrawal plan and systematic transfer plan, carried out by the Unit holders shall be reflected in the CAS on the basis of PAN.
- The CAS shall not be received by the Unit holders for the folio(s) not updated with PAN details. The Unit holders are therefore requested to ensure that the folio(s) are updated with their PAN.
- Pursuant to Clause 1.24 of SEBI Master circular no. SEBI/HO/MRD/MRD-PoD-2/P/CIR/2023/166 for Depositories dated October 06, 2023, Depositories shall generate and dispatch a single consolidated account statement for investors (in whose folio the transaction has taken place during the month) having mutual fund investments and holding demat accounts.
- Based on the PANs provided by the AMCs/MF-RTAs, the Depositories shall match their PAN database to determine the common PANs and allocate the PANs among themselves for the purpose of sending CAS. For PANs which are common between depositories and AMCs, the Depositories shall send the CAS.

- Pursuant to SEBI Circular ref. no. SEBI/HO/MRD/PoD1/CIR/P/2025/16 dated 14th February 2025, the timelines to be followed for issuance of CAS by Depositories shall be as under:

**1. Timelines for issuance of Monthly CAS:**

- The Depositories, shall consolidate and dispatch the monthly CAS:
  - to investors that have opted for delivery via **electronic mode** (e-CAS) by **12th day from the month end**; and
  - to investors that have opted for delivery via **physical mode** by **15th day from the month end**.

**2. Timelines of issuance of Half Yearly CAS:**

- The Depositories shall consolidate and dispatch the CAS:
  - to investors that have opted for **e-CAS on or before the 18th day of April and October**; and
  - to investors that have opted for delivery via **physical mode by 21st day of April and October**.

- In other cases (i.e. PANs with no demat account and only MF units holding), the AMCs/ MF-RTAs shall continue to send the CAS to their unit holders as is being done presently in compliance with the Regulation 36(4) of the SEBI (Mutual Funds) Regulations.
- Where statements are presently being dispatched by email either by the Mutual Funds or by the Depositories, CAS shall be sent through email. However, where an investor does not wish to receive CAS through email, option shall be given to the investor to receive the CAS in physical form at the address registered in the Depository system.

**Half Yearly Consolidated Account Statement**

- A consolidated account statement detailing holding across all schemes at the end of every six months (i.e. September/ March), on or before 21<sup>st</sup> day of succeeding month, to all such Unitholders in whose folios no transaction has taken place during that period shall be sent by email.
- The half yearly consolidated account statement will be sent by e-mail to the Unit holders whose e-mail address is registered with the Fund, unless a specific request is made to receive the same in physical mode.

**Option to hold units in dematerialised (demat) form**

The Unit holders would have an option to hold the Units in electronic i.e. demat form. The Applicants intending to hold Units in demat form will be required to have a beneficiary account with a Depository Participant (DP) of the NSDL/CDSL and will be required to mention in the application form DP's Name, DP ID No. and Beneficiary Account No. with the DP at the time of purchasing Units. The AMC/ RTA will endeavour to credit the units in the demat account of the investor within 2 working days from the date of receipt of valid request with complete details.

In case investors desire to convert their existing physical units (represented by statement of account) into dematerialized form mutual funds / AMC's shall take such steps in coordination with RTA, Depositories and Depository participants (DPs) to facilitate the same.

In case the units are desired to be held by investor in dematerialized form, demat statement given by Depository Participant shall be considered compliance with requirements for account statement prescribed by SEBI.

Investors desirous of having the Units of the Scheme in dematerialized form should contact the ISCs of the AMC/Registrar. For details, Investors may contact any of the Investor Service Centres of the AMC.

### **Account Statement for demat account holders**

In case of Unit Holders holding units in the dematerialized mode, the AMC will not send the account statement to the Unit Holders. The demat statement issued by the Depository Participant would be deemed adequate compliance with the requirements in respect of dispatch of statements of account.

## **2. Half Yearly Disclosures/Portfolio Disclosures**

The AMC shall disclose portfolio (along with ISIN and yield of the instruments) of the Debt Scheme(s) in the prescribed format, as on the last day of the fortnight on its website viz. [www.mahindramanulife.com](http://www.mahindramanulife.com) within 5 days from the end of each fortnight.

Further, the AMC shall also disclose portfolio of the Schemes along with ISIN as on the last day of each month / half year on its website viz. [www.mahindramanulife.com](http://www.mahindramanulife.com) and on the website of AMFI viz. [www.amfiindia.com](http://www.amfiindia.com) within 10 days from the close of each month/ half-year respectively in a user-friendly and downloadable spreadsheet format.

In case of Unitholders whose e-mail addresses are registered, the AMC shall send via e-mail the fortnightly, monthly and half-yearly statement of the debt Schemes portfolio within 5 days from the close of each fortnight and within 10 days from the close of each month/ half-year respectively. Further, the AMC shall publish an advertisement in all India edition of at least two daily newspapers, one each in English and Hindi, every half year disclosing the hosting of the half-yearly statement of the schemes' portfolio(s) on the AMC's website and on the website of AMFI. The AMC shall provide a physical copy of the statement of the Scheme portfolio, without charging any cost, on specific request received from a Unitholder.

## **3. Half Yearly Results**

The Mutual Fund shall within one month from the close of each half year (i.e. 31st March and 30th September), host a soft copy of its unaudited financial results on its website [www.mahindramanulife.com](http://www.mahindramanulife.com). The Mutual Fund shall also publish an advertisement disclosing the hosting of such financial results on its website, in at least one English daily newspaper having nationwide circulation and in a newspaper having wide circulation published in the language of the region where the Head Office of the Mutual Fund is situated. The unaudited financial results shall also be displayed on the website of AMFI.

#### **4. Annual Report**

The scheme wise annual report shall be hosted on the website of the AMC / Mutual Fund ([www.mahindramanulife.com](http://www.mahindramanulife.com)) and AMFI ([www.amfiindia.com](http://www.amfiindia.com)) not later **than four months** (or such other period as may be specified by SEBI from time to time) from the date of closure of the relevant financial year (i.e. 31st March each year). Further, the physical copy of the scheme wise annual report shall be made available to the Unitholders at the registered / corporate office of the AMC at all times.

In case of Unitholders whose e-mail addresses are registered with the Fund, the AMC shall e-mail the annual report or an abridged summary thereof to such Unitholders. The Unitholders whose e-mail addresses are not registered with the Fund may submit a request to the AMC / RTA to update their email ids or communicate their preference to continue receiving a physical copy of the scheme wise annual report or an abridged summary thereof. Unitholders may also request for a physical or electronic copy of the annual report / abridged summary, by writing to the AMC at [mfinvestors@mahindramanulife.com](mailto:mfinvestors@mahindramanulife.com) from their registered email ids or calling the AMC on the toll free number 1800 419 6244 or by submitting a written request at any of the nearest investor service centers of the Fund.

Further, the AMC shall publish an advertisement in all India edition of at least two daily newspapers, one each in English and Hindi, every year disclosing the hosting of the scheme wise annual report on its website and on the website of AMFI. The AMC shall provide a physical copy of the abridged summary of the annual report, without charging any cost, on specific request received from a Unitholder.

**Notwithstanding anything contained in this Statement of Additional Information, the provisions of the SEBI (Mutual Funds) Regulations, 1996 and the guidelines thereunder shall be applicable.**

**For and on behalf of the Board of Directors of**

**Mahindra Manulife Investment Management Private Limited**

**Sd/-**

**Anthony Heredia**

**Chief Executive Officer & Managing Director**

**Place: Mumbai**

**Date: June 27, 2025**

## **LIST OF BRANCH OFFICES OF MAHINDRA MANULIFE INVESTMENT MANAGEMENT PRIVATE LIMITED**

For updated list of AMC branch offices, please visit [www.mahindramanulife.com](http://www.mahindramanulife.com).

### **LIST OF OFFICIAL POINTS OF CONTACTS / ACCEPTANCE OF TRANSACTIONS DURING NEW FUND OFFER & ONGOING OFFER PERIOD**

#### **OFFICES OF MAHINDRA MANULIFE INVESTMENT MANAGEMENT PRIVATE LIMITED**

<b>Mumbai-HO</b>	Unit No. 204, 2 <sup>nd</sup> Floor, Amity Building, Piramal Agastya Corporate Park, LBS Road, Kamani Junction, Kurla (W), Mumbai – 400 070
<b>Mumbai Borivali</b>	Shop No 16 & 17, Ground Floor, Star Trade Center, Opposite Chamunda Circle, Sodawala Lane, Borivali – West, Mumbai – 400092
<b>Mumbai Ghatkopar</b>	ZBS 2 FLR 201, Mahatma Gandhi Road, Near Doshi Nursing Home, Ghatkopar East, Mumbai, Maharashtra 400077
<b>Mumbai - Fort</b>	103, Veena Chambers, 21, Dalal Street, Opp. BSE Building, Fort, Mumbai- 400001
<b>Mumbai - Thane</b>	Shop No. 5, Konark Tower, Ghantali Devi Road, Thane West, Thane - 400602
<b>New Delhi</b>	608-609, 6th Floor, Prakash Deep Building, Tolstoy Marg, New Delhi - 110001
<b>Pune</b>	Office No. 4, 1st Floor, Dinkar Baug Apartment, CTS No. – 852, FP No.188, Bhandarkar Road, Pune – 411004
<b>Lucknow</b>	101, First Floor, Bhalla Chambers, 10 Park Lane, 5 Park Road, Hazratganj, Lucknow – 226001.
<b>Ahmedabad</b>	202, 2 <sup>nd</sup> Floor, Majestic, Near Swati Snacks, Opp. Law Garden BRTS, Law Garden, Panchvati, Ahmedabad – 380006.
<b>Vadodara</b>	342, 343 & 347, 3 <sup>rd</sup> Floor, Emreald One, Nr. Gujarat Kidney Hospital, Jetalpur Bridge, Jetalpur Road, Vadodara – 390007.
<b>Kolkata</b>	403 Kankaria Centre, 2/1 Russel Street, Kolkata 700 071
<b>Chennai</b>	Suite 1B, 1st Floor, Riaz Garden, No.29 Kodambakkam High Road, (Near Hotel Palm Grove) Nungambakkam, Chennai 600 034
<b>Bangalore</b>	S - 317, 319, 321 ,3 <sup>rd</sup> Floor, South Block, Manipal Center, 47, Dickenson Road, Bangalore – 560042.
<b>Patna</b>	609, 6th Floor, Hari Niwas Complex, Dakbungalow Crossing, Patna- 800 001.
<b>Ernakulam</b>	New Door No: 66/4588, 3rd Floor, MG Square, Padma Jn, MG Road. Ernakulam – 682035
<b>Indore</b>	215/215-A, 2nd Floor, D M Tower, Near Janjeerwala Square, 21/2, Race Course Road, New Palasia, Indore – 452 001
<b>Surat</b>	HG-17, International Trade Center, Majura Gate, Surat – 395002
<b>Jaipur</b>	Office No. 115, 1 <sup>st</sup> Floor V-Jai City Point, Ashok Marg, C-Scheme, Jaipur – 302001.
<b>Guwahati</b>	5E, Dihang Arcade, 5th Floor, Tarun Nagar, Near ABC Bus Stop, G. S. Road, Guwahati – 781005
<b>Kanpur</b>	Office No. 411, 4th Floor, Kan Chambers Civil Lines, Kanpur-208001
<b>Chandigarh</b>	SCO 333-334, 1st Floor, Cabin No - 216, Sector - 35B, Chandigarh - 160022
<b>West Bengal -Durgapur</b>	Room No - 21, 3rd Floor, Suhatta Mall, City Centre, Durgapur 713216

<b>Nagpur</b>	1st Floor, Plot No 6, Fortune Business Centre, Vasant Vihar Complex, WHC Road, Shankar Nagar, Nagpur, 440010
<b>Hyderabad</b>	3B, Third Floor, B-Block, GS Mall, Somajiguda Circle, Above Domino's Pizza, Hyderabad, Telangana-500082.
<b>Chhattisgarh</b>	Shop No. F-12, 1st Floor Raheja Towers, Opp. Crime Branch, Near Fafadih Chowk, Jail Road, Raipur, Chhattisgarh – 492001
<b>Dehradun</b>	3rd Floor, Soshil Tower, Curzon Road, Near Dalanwala Thana, Dehradun - 248001

## **OFFICES OF COMPUTER AGE MANAGEMENT SERVICES LIMITED**

Andhra Pradesh: 40-1-68, Rao & Ratnam Complex, Near Chennupati Petrol Pump, M.G Road, Labbipet, Vijayawada - 520010. Flat No GF2, D NO 47-3-2/2, Vigneswara Plaza, 5th Lane, Dwarakanagar Visakhapatnam- 530 016. D No 31-13-1158, 1st Floor, 13/1 Arundelpet, Ward No. 6, Guntur - 522002. Shop No. 2, 1st Floor, NSR Complex, James Garden, Near Flower Market, Nellore - 524001. Door No: 6-2-12, 1st Floor, Rajeswari Nilayam, Near Vamsikrishna Hospital, Nyapathi Vari Street, T Nagar, Rajahmundry - 533101. Shop No: 6, Door No: 19-10-8, (Opp to Passport Office), AIR Bypass Road, Tirupati - 517501. Bandi Subbaramaiah Complex, D. No: 3/2151/2152, Shop No 4, Near Food Nation, Raja Reddy Street, Kadapa – 516001. . AGVR Arcade, 2<sup>nd</sup> Floor, Plot No. 37(Part), Layout No. 466/79 Near: Canara Bank, Sangamesh Nagar, Anantpur – 515001. H.No. Shop Nos. 26 and 27, Door No. 39/265A and 39/265B, Second Floor, Skanda Shopping Mall, Old Chad Talkies, Vaddageri, 39th Ward, Kurnool – 518 001. No.33-1, 44 Sri Sathya Complex, Main Road, Kakinada - 533001. Door No 4—4-96, 1st Floor, Vijaya Ganapathi Temple Back Side, Nanubala Street, Srikakulam - 532001. No.22b-3-9, Karl Marx Street, Powerpet, Eluru – 534002. Shop No 1128, First floor, 3rd Line, Sri Bapuji Market Complex, Ongole – 523001. Door No. 4-8-73, Beside Sub Post Office, Kothagraharam, Vizianagaram - 535001 Assam: Piyali Phukan Road, K. C. Path, House No – 1, Rehabari, Guwahati - 781008. Bangiya Vidyalaya Road Near Old post office, Durgabari, Tinsukia – 786125. G.N.B.Road, Bye Lane, Prakash Cinema, Po & Dist. Bongaigaon -783380. Amba Complex, Ground Floor, H S Road, Dibrugarh-786001. Singh Building, Ground Floor, C/O-Prabhdeep Singh Punjabi Gali, Opp. V-Mart, Gar Ali, PO & PS-Jorhat, Jorhat -785001 Utaplendu Chakraborty, Amulapathy, V.B.Road, House No.315, Nagaon -782003. House No. 18B, 1st Floor, C/o. Lt. Satyabrata Purkayastha, Opposite to Shiv Mandir, Ambicapatty, Silchar -788004. Kanak Tower -1st Floor Opp. IDBI Bank/ ICICI Bank C.K. Das Road, Tezpur Sonitpur - 784001 Bihar: 301-B, Third Floor, Patna One Plaza, Near Dak Bungalow Chowk, Patna – 800001. Brahman Toli, Durgasthan Gola Road, Muzaffarpur - 842001. Ground Floor, Gurudwara Road, Near Old Vijaya Bank, Bhagalpur -812001. Ground Floor, Belbhadrapur, Near Sahara Office, Laheriasarai Tower Chowk, Laheriasarai, Darbhanga - 846001. Old NCC Office, Ground Floor, Club Road, Arrah-802301. R-C Palace, Amber Station Road, Opp Mamta Complex, Biharsharif – 803101. C/o Sri Vishwanath Kunj Ground Floor, Tilha Mahavir Asthan Gaya - 823001. C/C Muneshwar Prasad, Sibaji Colony, SBI Main Branch Road, Near - Mobile Tower, Purnea-854301. C/o Rice Education and IT Centre, Near Wireless Gali, Amla Tola, Katihar-854105. Chattisgarh: First Floor, Plot No. 3, Block No. 1, Priyadarshini Parisar West, Behind IDBI Bank Nehru Nagar, Bhilai - 490020. HIG, C-23 Sector - 1, Devendra Nagar, Raipur - 492004. Shop No. B - 104, First Floor, Narayan Plaza, Link Road, Bilaspur - 495001 Goa: Office no 103, 1st Floor, Unitech City Centre, M.G. Road, Panaji - 403 001. F4- Classic Heritage, near Axis Bank, Opp. BPS Club, Pajifond Margao - 403601. Office no. CF-8, 1st Floor, Business Point, Above Bicholim Urban Co-op Bank, Angod, Mapusa - 403507. No DU 8, Upper Ground Floor, Behind Techoclean Clinic, Suvridha Complex Near ICICI Bank, Vasco - 403802. 1st Floor, MIG-25, Blessed Villa, Lochan Nagar, Raigarh-496001. 303 – 304 ,3rd Floor Marcado, Opp Municipal Market, Nr President Hotel, C G Road, Ahmedabad – 380009. Shop No-G-5, International Commerce Center, Nr. Kadiwala School, Majura Gate, Ring Road, Surat – 395002. 103 Aries Complex, BPC Road, Off R.C.Dutt Road, Alkapuri, Vadodara - 390007. 101, A.P. Tower, B/H, Sardhar Gunj, Next to Nathwani Chambers, Anand - 388001. 501 – 503 , Bhayani Skyline, Behind Joggers Park, Atabhai Road, Bhavnagar – 364001 . 207, Manek Centre, P N Marg, Jamnagar - 361001. Office 207 - 210, Everest Building, Harihar Chowk, Opp Shastri Maidan, Limda Chowk, Rajkot - 360001. 3rd floor, Gita Nivas, Opp Head Post Office, Halar Cross Lane, Valsad - 396001. 214-215, 2nd floor, Shivani Park, Opp. Shankheswar Complex, Kaliawadi, Navsari –396445. Office No. 4-5,

First Floor RTO, Relocation Commercial Complex –B Opp. Fire Station, Near RTO Circle, Bhuj -370001. "Aastha Plus", 202-A, 2nd Floor, Sardarbag Road, Near. Alkapuri, Opp. Zansi Rani Statue, Junagadh - 362001. Shop No - F -56, First Floor, Omkar Complex, Opp Old Colony, Near Valia Char Rasta, GIDC, Ankleshwar -393002. 1st Floor, Subhadra Complex, Urban Bank Road, Mehsana - 384002. 208, 2nd Floor, HEENA ARCADE, Opp. Tirupati Tower, Near G.I.D.C. Char Rasta, Vapi - 396195. F-108, A-111, First Floor, R K Casta, Behind Patel Super Market, Station Road, Bharuch -392001. F-142, First Floor, Ghantakarna Complex, Gunj Bazar, Nadiad - 387001. A/177, Kailash Complex, Opp. Khedut Decor Gondal - 360311. Shyam Sadan, First Floor, Plot No 120, Sector 1/A, Gandhidham – 370201. Unit No. 326, Third Floor, One World - 1, Block – A, Himmatnagar - 383001. Gopal Trade Center, Shop No. 13-14, 3rd Floor, Nr. BK Mercantile Bank, Opp. Old Gunj, Palanpur - 385001. Shop No. 12, M.D. Residency, Swastik Cross Road, Surendranagar - 363001. B 1, 1<sup>st</sup> Floor, Mira Arcade, Library Road, Opp SBS Bank, Amreli-365601. F-10, First Wings, Desai Market, Gandhi Road, Bardoli-394601. No.507, 5Th Floor, Shree Ugati Corporate Park, Opp Pratik Mall, Nr Hdfc Bank, Kudasan, Gandhinagar-382421. 1<sup>st</sup> Floor, Prem Praksh Tower B/H B.N. Chambers, Ankleshwar, Mahadev Road, Godhra – 389001. Haryana: LG3, SCO 12 Sector 16, Behind Canara Bank, Faridabad – 121002. Unit No-115, First Floor Vipul Agora Building Sector -28, Mehrauli Gurgaon Road Chakkar Pur, Gurgaon - 122001. SCO 83-84, First Floor, Devi Lal Shopping Complex, Opp RBL Bank, G.T.Road , Panipat - 132103. SCO 06, Ground Floor, MR Complex, Near Sonipat Stand Delhi Road, Rohtak-124 001. 124-B/R, Model Town, Yamuna Nagar - 135001. 12, Opp. Bank of Baroda, Red Square Market, Hisar - 125001. Opposite Peer, Bal Bhawan Road, Ground Floor, Ambala - 134 003. M G Complex, Bhawna Marg, Beside Over Bridge, Sirsa - 125055. 29, Avtar Colony, Behind Vishal Mega Mart, Karnal – 132001. SCO-12, 1st Floor, Pawan Plaza, Atlas Road, Subhas Chowk, Sonapat-131001. Himachal Pradesh: I Floor, Opp. Panchayat Bhawan Main gate, Bus stand, Shimla - 171001. 1st Floor, Above Sharma General Store, Near Sanki Rest house, The Mall, Solan - 173212. Collage Road, Kangra, Dis Kangra-176001. No.328/12, Ram Nagar, 1st Floor, Above Ram Traders, Mandi-175001. Jammu & Kashmir: JRDS Heights, Lane Opp. S&S Computers, Near RBI Building, Sector 14, Nanak Nagar Jammu - 180004. Guru Nanak Institute NH-1A, Udhampur – 182101. Near New ERA Public School, Rajbagh, Srinagar, Jammu & Kashmir – 190008. Jharkhand: 1st Floor, Plot No. HE-7 City Centre, Sector 4, Bokaro Steel City, Bokaro- 827004. Urmila Towers, Room No: 111 (1st Floor) Bank More, Dhanbad - 826001. Tee Kay Corporate Towers, 3rd Floor, S B Shop Area, Main Road, Bistupur, Jamshedpur. 4, HB Road No: 206, 2nd Floor Shri Lok Complex, H B Road, Near Firayalal, Ranchi - 834001. S S M Jalan Road, Ground floor, Opp. Hotel Ashoke, Caster Town, Deoghar - 814112. Municipal Market, Annanda Chowk, Hazaribag - 825301. AT; Gram-Gutusahi Under the Nimdih, Panchayat, PO Chaibasa, Thana: Muffasil, Dist-West Singhbhum, Jharkhand – 833201. Karnataka: Trade Centre, 1st Floor 45, Dikensen Road (Next to Manipal Centre), Bengaluru - 560042. 14-6-674/15(1), SHOP No - UG11-2, Maximus Complex, Light House Hill Road, Mangalore- 575001. Classic Complex, Block no 104, 1st Floor, Saraf Colony, Khanapur Road, Tilakwadi, Belgaum - 590 006. 13, Ist Floor, Akkamahadevi Samaj Complex, Church Road, P.J.Extension, Davangere - 577002. No.204 - 205, 1st Floor' B ' Block, Kundagol Complex, Opp. Court, Club Road, Hubli - 580029. No.1, 1st Floor, CH.26 7th Main, 5th Cross (Above Trishakthi Medicals), Saraswati Puram, Mysore - 570009. 18/47/A, Govind Nilaya, Ward No 20, Sangankal Moka Road, Gandhinagar, Bellary - 583102. No.65, 1st Floor, Kishnappa Compound, 1st Cross, Hosmane Extn, Shimoga - 577201. Pal Complex, Ist Floor, Opp. City Bus Stop, SuperMarket, Gulbarga - 585101. Shop No A2, Basement Floor, Academy Tower, Opp. Corporation Bank, Manipal – 576104. First Floor, 17/1, (272) 12th Cross Road, Wilson Garden, Bengaluru-560027. Shop No.02 1st Floor, Shreyas Complex, near Old Bus Stand Bagalkot – 587101. Padmasagar Complex, 1<sup>st</sup> floor, 2<sup>nd</sup> Gate, Ameer Talkies Road, Vijayapura (Bijapur) – 586101. Vidya Bhavan Building, 1st Floor, Old Bus Stand Road, Hassan -573201. PID No 88268, 2nd Floor, 2<sup>nd</sup> Cross, M G Road, Tumkur-572101 Kerala: Building Name: - Modayil Doorx`No. :- 39/2638 DJ, 2nd Floor, 2A, M. G. Road, Cochin – 682 016, Door No.42/227-B, Chittoor Road, Opp. North Town Police Station, Kacheripadym, Cochin - 682018. 29/97G 2nd Floor, S A Arcade, Mavoor Road, Arayidathupalam, Calicut - 673016. 1307 B, Puthenparambil Building KSACS Road, Opp. ESIC office Behind Malayala Manorama Muttambalam P O, Kottayam 686501. Room No. 26 & 27, Dee Pee Plaza, Kokkalai, Trichur - 680001. TC NO: 22/902, 1st – Floor "Blossom" Bldg., Opp. NSS Karayogam Sasthamangalam Village P.O, Thiruvananthapura Trivandrum-695010 Uthram Chambers (Ground Floor) Thamarakulam, Kollam - 691 006. Room No.PP.14/435, Casa Marina Shopping Centre, Talap, Kannur - 670004. Door No.18/507(3) Anugraha, Garden Street, College Road, Palakkad – 678 001. 1st Floor, Room No - 61(63) International Shopping Mall, Opp. St.

Thomas Evangelical Church, Above Thomson Bakery, Manjady, Thiruvalla – 689105. Doctor's Tower Building, Door No. 14/2562, 1st floor, North of Iorn Bridge, Near Hotel Arcadia Regency, Alleppey - 688001. KMC XXv/88, I, 2nd Floor, Stylo Complex, Above Canara Bank, Bank Road, Kasaragod-671121. Kadakkadan Complex, Opp central school, Malappuram-676505. 2nd Floor, AFFAS Building, Kalpetta, Wayanad-673121. Madhya Pradesh: 101, Shalimar Corporate Centre-8-B, South Tukogunj, Opp. Greenpark, Indore - 452001. Plot no 10, 2nd Floor, Alankar Complex, Near ICICI Bank, MP Nagar, Zone II, Bhopal - 462011. G-6 Global Apartment, Kailash Vihar Colony, Opp. Income Tax Office, City Centre, Gwalior - 474002. 8, Ground Floor, Datt Towers, Behind Commercial Automobiles, Napier Town, Jabalpur - 482001. 2nd Floor, Parasia Road, Near Surya Lodge, Sood Complex, Above Nagpur CT Scan, Chhindwara – 480001. 1st Floor, Gurunanak Dharmakanta, Jabalpur Road, Bargawan, Katni - 483501. Dafria & Co, No.18, Ram Bagh, Near Scholar's School, Ratlam - 457001. Opp. Somani Automobile, S Bhagwanganj Sagar - 470002. 109, 1st Floor, Siddhi Vinayak Trade Center, Shahid Park, Ujjain – 456010. 11 Ram Nagar - 01st Floor, A. B. Road, Near Indian-Allahabad Bank, Dewas – 455001. 1st Floor, Shri Ram Market, Beside Hotel Pankaj, Satna-485001. Shop No 112, First Floor, Anant Vaibhav, University Road, Rewa – 486001. CAMS Service Center Plot No 49, Ward No 31, Swami Vivekanand Ward, Gully No 1, Padawa Khandwa – 450001. Maharashtra: Rajabhadur Compound, Ground Floor, Opp Allahabad Bank, Behind ICICI Bank, 30, Mumbai Samachar Marg, Fort, Mumbai - 400023. 501 – Tiara, CTS 617, 617/1-4, Off Chandavarkar Lane, Maharashtra Nagar, Borivali – West, Mumbai – 400092. 145, Lendra, New Ramdaspath, Nagpur - 440010. Vartak Pride, 1st floor, Survey No 46, City Survey No 1477, Hingne Budruk, D. P Road, Behind Dinanath Mangeshkar Hospital, Karvenagar, Pune - 411 052. 81, Gulsham Tower, 2nd Floor 81, Gulsham Tower, 2nd Floor 81, Near Panchsheel Talkies, Amaravati - 444601. 2nd Floor, Block No. D-21-D-22, Motiwala Trade Center, Nirala Bazar, New Samarth Nagar, Opp. HDFC Bank, Aurangabad – 431001. Rustomji Infotech Services, 70, Navipeth, Opp. Old Bus Stand, Jalgaon - 425001. 2 B, 3rd Floor, Ayodhya Towers, Station Road, Kolhapur - 416001. 1st Floor, “Shraddha Niketan“, Tilak Wadi, Opp. Hotel City Pride, Sharanpur Road, Nasik - 422 002. Flat No 109, 1st Floor A Wing, Kalyani Tower, 126 Siddheshwar Peth, Near Pangal High School, Solapur - 413001. 117 / A / 3 / 22, Shukrawar Peth, Sargam Apartment, Satara - 415002. Opp. RLT Science College, Civil Lines, Akola - 444001. Dev Corpora, 1st floor, Office no. 102, Cadbury Junction, Eastern Express way, Thane (West) – 400 601.351, Icon, 501, 5th floor, Western Express Highway, Andheri East, Mumbai - 400069. Jiveshwar Krupa Bldg, Shop. NO.2, Ground Floor, Tilak Chowk, Harbhat Road, Sangli - 416416. Shop No 6, Ground Floor, Anand Plaza Complex, Bharat Nagar, Shivaji Putla Road, Jalna - 431203. 3, Adelaide Apartment, Christain Mohala, Behind Gulshan-E-Iran Hotel, Amardeep Talkies Road, Bhusawal - 425201. Office no 3, 1st Floor, Shree Parvati, Plot no 1/175, Opp. Mauli Sabhagruh, Zopadi Canteen, Savedi, Ahmednagar - 414 003. House No 3140, Opp Liberty Furniture, Jamnalal Bajaj Road, Near Tower Garden, Dhule - 424001. Orchid Tower, Gr Floor, Gala No 06, S.V.No.301/Paiki 1/2, Nachane Munciple Aat, Arogya Mandir, Nachane Link Road, At, Post, Tal. Ratnagiri, Dist. Ratnagiri - 415612. Pushpam, Tilakwadi, Opp. Dr. Shrotri Hospital, Yavatmal - 445001. BSEL Tech Park, B-505, Plot no 39/5 & 39/5A, Sector 30A, Opp. Vashi Railway Station, Vashi, Navi Mumbai – 400705. Platinum Mall, Office No.307, 3rd floor, Jawahar Road, Ghatkopar East, February 22, 2018 Mumbai 400 077. Opp Mustafa décor, Behind Bangalore Bakery, Kasturba Road, Chandrapur – 442402. Shop No.8,9 Cellar "Raj Mohammed Complex" Main Road Shri Nagar, Nanded-431605. Opp. Raman Cycle Industries, Krishna Nagar, Wardha – 442001. Office No 413, 414, 415, 4th Floor, Seasons Business Centre, Opp. KDMC (Kalyan Dombivli Municipal Corporation) Shivaji Chowk, Kalyan (W) – 421 301. Shop No. 5 & 6, B2B Elite, Ground Floor, Near Deshikendra School, Signal Camp, Latur, Maharashtra - 413512. 12/179, Bairagdar Building, Behind Congress Committee Office, Ichalkaranji – 416115. Meghalaya: 3rd Floor RPG Complex, Keating Road, Shillong - 793001 Nagaland: MM Apartment, House No.436(Ground Floor), Dr. Hokeshe Sema Road, Near Bharat Petroleum, Opp. T.K.Complex, Dimapur -797112. New Delhi: 401 to 404, 4th Floor, Kanchan Junga Building, Barakhamba Road, New Delhi 110001. Number G-8, Ground Floor, Plot No C-9, Pearls Best Height - II, Netaji Subhash Place, Pitampura, New Delhi – 110034. Office Number 112, 1st Floor, Mahatta Tower, B Block Community Centre, Janakpuri, New Delhi -110058 Odisha: Plot No- 501/1741/1846, Premises No-203, 2nd Floor, Kharvel Nagar, Unit-3, Bhubaneswar-751001. Ground Floor, Kalika Temple Street, Beside SBI Bazar Branch, Berhampur- 760 002. Near Indian Overseas Bank, Cantonment Road, Mata Math, Cuttack - 753001. J B S Market Complex, 2nd Floor, Udit Nagar, Rourkela -769012. C/o Raj Tibrewal & Associates, Opp. Town High School, Sansarak Sambalpur - 768001. B C Sen Road, Balasore - 756001. Similipada,



Near Sidhi Binayak +2 Science Collage, Angul-759122. Das & Das Complex, 1st Floor, Bypass Road, opposite to Vishal Mega Mart, Chhapulia, Bhadrak, Odisha. PIN-756100. Darji Pokhari Chakka, Above om Jewellers, Hospital Square, Puri Town, Puri-752001. Pondicherry: S-8, 100, Jawaharlal Nehru Street (New Complex, Opp. Indian Coffee House), Pondicherry - 605001. Punjab: Deepak Tower, SCO 154-155, 1st Floor-Sector 17, Chandigarh - 160017. U/GF, Prince Market, Green Field, Near Traffic Lights, Sarabha Nagar Pulli, Pakhowal Road, Ludhiana - 141002. 3rd Floor Bearing Unit no- 313,Mukut House,Amritsar – 143001. 144, Vijay Nagar, Near Capital Small Finance Bank, Football Chowk Jalandhar City – 144001.35 New Lal Bagh, Opposite Polo Ground, Patiala: 147001. 2907 GH, GT Road, Near Zila Parishad, Bhatinda - 151001. Near Archies Gallery, Shimla Pahari Chowk, Hoshiarpur - 146001.Street No 8-9 Center, Aarya Samaj Road, Near Ice Factory, Moga -142001. Opp Bank of Bikaner and Jaipur, Harchand Mill Road, Motia Khan,Mandi Gobindgarh -147301. 13 - A, Ist Floor, Gurjeet Market, Dhangu Road, Pathankot – 145001. Shop No.2, Model Town, Near Joshi Driving School, Phagwara-144401. Rajasthan: R-7, Yudhisthir Marg, C-Scheme, Behind Ashok Nagar Police Station, Jaipur - 302001. AMC No. 423/30 Near Church, Opp T B Hospital, Jaipur Road, Ajmer - 305001. 256A, Scheme No:1, Arya Nagar, Alwar - 301001. C/o Kodwani Associtates, Shop No 211-213, 2nd floor, Indra Prasth Tower, Syam Ki Sabji Mandi, Near Mukerjee Garden Bhilwara - 311001. 1/5, Nirmal Tower, 1st Chopasani Road, Jodhpur - 342003. B-33 'Kalyan Bhawan, Triangle Part, Vallabh Nagar, Kota - 324007. 32, Ahinsapuri, Fatehpura circle, Udaipur- 313001. Behind Rajasthan Patrika, in front of Vijaya Bank, 1404, Amar Singh Pura, Bikaner - 334001. 3, Ashok Nagar, Near Heera Vatika, Chittorgarh - 312001. C/O Gopal Sharma & Company, Third Floor, Sukhshine Complex, Near Geetanjali Book depot, Tapadia Bagichi, Sikar 332001. Sikkim: Hotel Haritage Sikkim,Ground Floor, Diesel Power House Road (D.P.H.Road), Near Janta Bhawan, P.O & P.S.Gangtok, Dist East -737101 Tamilnadu: Ground Floor No.178/10, Kodambakkam High Road, Opp. Hotel Palmgrove, Nungambakkam-Chennai - 600034. No 1334; Thadagam Road, Thirumoothy Layout, R.S.Puram, Behind Venkteswara Bakery, Coimbatore – 641002. Shop No 3, 2nd Floor, Suriya Towers 272/273 – Goodshed Street, Madurai - 625001. 197, Seshaiyer Complex, Agraharam Street, Erode - 638001. No. 2, I Floor Vivekananda Street, New Fairlands, Salem - 636016. 1(1), Binny Compound, II Street, Kumaran Road, Tirupur, - 641601.No. F4, Magnem Suraksaa Apartments Tiruvananthapuram Road Tirunelveli-627 002. No 8, 1st Floor, 8th Cross West Extn, Thillainagar, Trichy - 620018. DOOR NO 86, BA Complex,1st Floor Shop No 3, Anna Salai (Officer Line) Tollgate, Vellore - 632 001. No.28/8, 1st Floor, Balakrishna Colony Pachaiaappa Street, Near VPV Lodge, Kumbakonam – 612001. 126 G, V.P.Towers, Kovai Road, Basement of Axis Bank, Karur - 639002. 16A/63A, Pidamaneri Road, Near Indoor Stadium, Dharmapuri - 636701. Survey No.25/204, Attibele Road, HCF Post, Mathigiri, Above Time Kids School, Opposite to Kuttys Frozen Foods, Hosur - 635 110. 156A / 1, First Floor, Lakshmi Vilas Building, Opp. District Registrar Office, Trichy Road, Namakkal - 637001. No 59 A/1, Railway Feeder Road (Near Railway Station) Rajapalayam - 626117. 4B/A16, Mangal Mall Complex, Ground Floor, Mani Nagar, Tuticorin - 628003. No.158, Rayala Tower-1, Anna salai, Chennai - 600002.III Floor, B R Complex, No.66, Door No. 11A, Ramakrishna Iyer Street,Opp. National Cinema Theatre ,West Tambaram, Chennai – 600 045. Shop No 1&2 Saradaram complex door no 6-7Theradi kadai street, Chidambaram – 608001. IV Floor, Kalluveetil Shyras Center, 47,Court Road, Nagercoil - 629001. Telangana: HNo.7-1-257, Upstairs S B H Mangammathota, Karimnagar - 505001. Shop No: 11 - 2 - 31/3, 1st floor, Philips Complex, Balajinagar, Wyra Road, Near Baburao Petrol Bunk, Khammam - 507001. 208, II FloorJade Arcade Paradise Circle, Hyderabad - 500003. Hno. 2-4-641, F-7, 1st Floor, A.B.K Mall, Old Bus Depot Road, Ramnagar, Hanamkonda, Warangal - 506001. No. 15-31-2M-1/41st Floor, 14-A, MIG KPHB Colony, Kukatpally, Hyderabad – 500072. H. No.: 14-3-178/1B/A/1, Near Hanuman Temple, Balaji Nagar, Boothpur Road, Mahabubnagar - 509001. No-6-4-80, 1st Floor, Above Allahabad Bank, Opp. Police Auditorium, V T Road, Nalgonda-508001. 5-6-208, Saraswathi nagar, Opposite Dr. Bharathi Rani Nursing Home, Nizamabad – 503001. 3-407/40-4, Basement floor, Royal Enfield Show Room Building, Bellampally Road, Mancheri – 504302. Tripura:Nibedita 1st floor, JB Road Palace Compound Agartala, Near Babuana Tea and Snacks, Tripura west - 799001. Uttarakhand: 204/121 Nari Shilp Mandir Marg, Old Connaught Place, Dehradun - 248001. 22, Civil Lines, Ground Floor, Hotel Krish Residency, Roorkee - 247667. Dev Bazar, Bazpur Road, Kashipur-244713. Uttar Pradesh: 1st Floor 106 to 108, City Centre Phase II, 63/ 2, The Mall, Kanpur -208001. First Floor C-10 RDC Rajnagar,Opp Kacheri Gate No.2, Ghaziabad - 201002. Office no,107,1st floor , Vaishali Arcade Building, Plot no 11, 6 Park Road, Lucknow-226001. No. 8, 2nd Floor, Maruti Tower Sanjay Place, Agra - 282002. 18/18A, FF-3, Gayatri Dham Milan Tower, MG Marg, Civil Lines, Prayagraj, Allahabad -

211 001. Shop No. 5 & 6, 3rd Floor, Cross Road The Mall, A D Tiraha, Bank Road, Gorakhpur – 273001. 108 1st Floor, Shivam Plaza, Opp Eves Cinema, Hapur Road, Meerut - 250002. H 21-22, 1st Floor, Ram Ganga Vihar Shopping Complex, Opposite Sale Tax Office, Moradabad - 244001. Office no 1, Second floor, Bhawani Market, Building No. D-58/2-A1, Rathyatra Beside Kuber Complex, Varanasi - 221010. Opp SBI Credit Branch, Babu Lal Kharkana Compound, Gwalior Road, Jhansi - 284001. City Enclave, Opp. Kumar Nursing Home, Ramghat Road, Aligarh - 202001. F-62 - 63, Second Floor, Butler Plaza, Civil Lines, Bareilly- 243001 . 1st Floor, Krishna Complex, Opp. Hathi Gate, Court Road, Saharanpur - 247001. Commercial Shop No. GF 10 & GF 38, Ground Floor, Ansal Fortune Arcad Plot No. K-82, Sector - 18, Noida – 201301. Near JCB Office, Noida - 201301. CAMS C/O Rajesh Mahadev & Co, Shop No 3, Jamia Comlex Station Road, Basti - 272002. 9/1/51, Rishi Tola, Fatehganj, Ayodhya, Faizabad - 224001. Durga City Centre, Nainital Road, Haldwani - 263139. Gopal katra, 1st Floor, Fort Road, Jaunpur-222001. 159/160 Vikas Bazar Mathura - 281001. 17, Anand Nagar Complex, Opposite Moti Lal Nehru Stadium, SAI Hostel, Jail Road, Rae Bareilly - 229001. Bijlipura, Near Old Distt Hospital, Jail Road , Shahjahanpur - 242001. Arya Nagar, Near Arya Kanya School, Sitapur - 261001. 967, Civil Lines, Near Pant Stadium, Sultanpur - 228001. 53, 1st Floor, Shastri Market, Sadar Bazar, Firozabad, Uttarpradesh-283203. F-3, Hotel Shaurya, New Model Colotpony, Haridwar-249 408. Ground Floor, Canara Bank Building, Dhundhi Katra, Mirzapur - 231001. F26/27-Kamadhenu Market, Opp. LIC Building, Ansari Road, Muzaffarnagar – 251001. Opp Dutta Traders Near Durga Mandir Balipur Pratapgarh – 230001. West Bengal: Plot No. 3601, Nazrul Sarani, City Centre, Durgapur - 713216. Kankaria Centre, 2/1, Russell Street, (2nd Floor), Kolkata - 700071. Block – G 1st Floor, P C Chatterjee Market Complex, Rambandhu Talab PO, Ushagram, Asansol - 713303. 399 G T Road, Basement, Building Name :- Talk of the Town., Burdwan-713101. 78 , Haren Mukherjee Road, 1st floor, Beside SBI Hakimpara, Siliguri 734001. A – 1/50, Block A, Kalyani - 741235. “Silver Palace”, OT Road, Inda-Kharagpur, G.P-Barakola, P.S - Kharagpur Local - 721305, Dist-West Midnapore. 3/1, R.N. Mukherjee Road, 3rd Floor, Office space -3C, “Shreeram Chambers” Kolkata -700 001. Mouza-Basudevapur, J. L. NO.126, Haldia Municipality, Ward No 10, Durgachak, Haldia - 721602. Daxhinapan Abasan, Opp Lane of Hotel, Kalinga, SM Pally, Malda – 732101. 1st Floor, Central Bank Building Machantala, PO Bankura, Dist Bankura, West Bengal - 722101, 47/5/1, Raja Rammohan Roy Sarani PO. Mallickpara, Dist. Hoogly Seerampore -712203. Mukherjee Building, First Floor, Beside MP Jewellers, Next to Mannapuram, Ward No. 5, Link Road, Arambagh, Hooghly – 712601. RBC Road, Ground Floor, Near Barasat Kalikrishna girls High School, Barasat-700124. No.107/1, A C Road, Ground Floor, Bohorompur, Murshidabad, -742103. Bhubandanga, Opposite Shiv, Shambhu Rice Mill, 1st Floor, Bolpur 731204. S N Road Bye Lane, Badur Bagan, Near Gouri Shankar, P.O. & Dist. Cooch Behar – 736101. Babu Para, Beside Meenaar Apartment ,Ward No VIII, Kotwali Police Station – 735101. KH. No. 183/2G, opposite Hotel Blue Diamond, T.P. Nagar, Korba, – 495677 . R.N Tagore Road, In front of Kotawali P.S. Krishnanagar Nadia-741101. Rabindra Pally Beside of Gitanjali Cinema Hall P O & P S Raiganj, Dist North Dijajpur Raiganj – 733134. Police Line, Ramakrishnapally, Near Suri Bus Stand, Suri – 731101. Apurba Market, Ground Floor, Vill Mirjapur, Opp: Basirhat College, PO: Basirhat College, Dist: 24PGS (north), Basirhat, Pin- 743412. Anand Plaza, Shop No. 06 2nd Floor, Sarbananda Sarkar Street, Munsifdanga, Purulia 723101. Holding No-58, 1st Floor, Padumbasan Ward No 10, Tamluk Maniktala More, Beside HDFC Bank, Tamluk, Purba Medinipur, Tamluk- 721636. Santinagar Ward No-14, Near Upal Mukhar Puja Ground, P.O. Alipurduar, District - Alipurduar, Pin -736121.

### **OFFICIAL POINT OF ACCEPTANCE FOR TRANSACTIONS IN ELECTRONIC FORM**

Investors can undertake any transaction, including purchase / redemption / switch and avail any such online services as may be provided by the AMC from time to time through the online facility available on its official website - [www.mahindramanulife.com](http://www.mahindramanulife.com) which is the official point of acceptance for electronic transactions. Further, secured internet sites operated by CAMS will be the official point of acceptance for electronic transactions received from specified banks, financial institutions, distributors, channels etc. with whom the AMC has entered or may enter into specific arrangements. The servers of the AMC and CAMS will be the official point of acceptance for all such online / electronic transaction facilities offered by the AMC.

### **POINT OF SERVICE LOCATIONS (“POS”) OF MF UTILITIES INDIA PVT. LTD. (“MFUI”)**

The online transaction platform of MF Utility (“MFU”) i.e. [www.mfuonline.com](http://www.mfuonline.com) and the POS locations of MFU as designated / updated from time to time, shall be the Official Points of Acceptance (OPA) for transactions in the Scheme(s) of Mahindra Manulife Mutual Fund. For updated list of authorised POS of MFU, please visit the website of MFUI at [www.mfuindia.com](http://www.mfuindia.com).

In addition to above, Eligible Trading Members/ Depository Participants / Mutual Fund Distributors/SEBI Registered Advisors will be considered as the Official Point of Acceptance for the transactions through NSE MFSS, NMF II and BSE StAR platform.

### **OFFICIAL POINT OF ACCEPTANCE THROUGH MF CENTRAL**

MF Central has been designated as Official Point of Acceptance from September 22, 2021. MFCentral may be accessed using <https://mfcentral.com/>.