



STATEMENT OF ADDITIONAL INFORMATION (SAI)

This Statement of Additional Information (“**SAI**”) contains details of Goldman Sachs Mutual Fund, its constitution, and certain tax, legal and general information. It is incorporated by reference (is legally a part of the Scheme Information Document) into the Scheme Information Document. Capitalised terms not defined herein shall have the meaning ascribed to them in the relevant Scheme Information Documents.

This SAI is dated June 24, 2016.

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I. INFORMATION ABOUT SPONSOR, AMC AND TRUSTEE COMPANY

A. Constitution of the Mutual Fund

Goldman Sachs Mutual Fund (the “**Mutual Fund**” or “**Fund**”) has been constituted as a trust on April 30, 2008 in accordance with the provisions of the Indian Trusts Act, 1882 (2 of 1882) vide a Trust Deed dated April 30, 2008 with Goldman Sachs Asset Management, L.P., as the Sponsor (through its wholly owned subsidiary GSAM India Holdings Limited) and Goldman Sachs Trustee Company (India) Private Limited as the “**Trustee Company**”. The office of the Sub-Registrar of Assurances at Mumbai has registered the Trust Deed establishing the Fund under the Registration Act, 1908. The Fund was registered with Securities and Exchange Board of India (“**SEBI**”) on August 26, 2008 under Registration Code MF/058/08/03.

SEBI approved Goldman Sachs Asset Management (India) Private Limited (“**AMC**”) to act as the investment manager of the Fund on September 1, 2008.

On August 22, 2011 the Schemes of Benchmark Mutual Fund (“**BMF**”) were transferred to the Fund. Consequently, the Trustee Company has taken over the trusteeship of the Schemes of BMF and the AMC has taken over the rights of management and has become the Investment Manager of the Schemes of BMF.

The office of the Fund is situated at 951-A, Rational House, Appasaheb Marathe Marg, Prabhadevi, Mumbai – 400 025.

B. Sponsor

Goldman Sachs Mutual Fund is sponsored by Goldman Sachs Asset Management, L.P. (“**Sponsor**”) through its wholly owned subsidiary GSAM India Holdings Limited. The Sponsor is the Settlor of the Mutual Fund trust. The Sponsor has entrusted a sum of Rs. 1,00,000/- (Rupees One Lakh only) to the Trustee Company as the initial contribution towards the corpus of the Mutual Fund.

The Sponsor is a limited partnership domiciled in the State of Delaware, USA, established on April 18, 1990. The principal activity of the Sponsor is to undertake asset management business (which includes mutual fund business). The Sponsor is the main operating company for Goldman Sachs’ asset management business in the USA, and is owned (99% directly and 1% indirectly) by the Goldman Sachs Group, Inc. The Goldman Sachs Group, Inc. is listed on the New York Stock Exchange and is the parent company of the Goldman Sachs group companies. The Goldman Sachs Group, Inc. is regulated as a Bank Holding Company (a “**BHC**”) under the United States Bank Holding Company Act of 1956, as amended. Goldman Sachs is a BHC and a leading global investment banking, securities and investment management firm providing services worldwide to a substantial and diversified client base that includes corporations, financial institutions, funds, governments and high net worth individuals.

Financial Performance of the Sponsor (past three years):

(Rs. in crores*)

Particulars	FY 2015	FY 2014	FY 2013
Net worth	1,429	1,069	1,045
Profit After Tax	1,468	1,215	902
Total Income	10,067	9,257	8,057
Assets Under Management	3,466,647	3,168,461	2,759,013
*Conversion rate (Rs./USD)	64.15	61.03	58.63

* Conversion rate represents the daily average exchange rate over the entire reporting period for each year.

Notes:

1. The financial information of the Sponsor is not publicly available.
2. The financial statements for 2015, 2014, 2013 are special purpose and are prepared on a standalone basis with Investment in Subsidiaries reported at cost under IAS 27 to meet the requirements of OSC (Ontario Securities Commission).
3. Source - Forex rates for converting USD financials to INR are taken from the RBI site. Forex rates are daily average of the entire reporting period for each of the above years.

C. Trustee Company

Goldman Sachs Trustee Company (India) Private Limited (the “**Trustee Company**”), through its board of directors, shall discharge its obligations as Trustee of the Mutual Fund. The Trustee Company ensures that the transactions entered into by the AMC are in accordance with the SEBI Regulations and will also review the activities carried on by the AMC.

Details of Directors of the Trustee Company:

Name	Age / Qualification	Brief Experience
S. Ravindranath (Independent Director)	68 years - MSc, (Operations research and Econometrics, Bombay University), FICWA, AMP Wharton.	Mr. Ravindranath has a vast experience in finance and financial services and was serving Hindustan Lever Limited (HLL) in various positions. He was a Managing Director and member of statutory board of HLL and was responsible for strategy, operations and financial performance of HLL.
Tushad Cooper (Independent Director)	56 years - B.A.; LL.B.; LL.M. Harvard	Mr. Cooper is a leading lawyer and has been in legal practice since 1983.
Ramni Nirula (Independent Director)	64 years - BA Hons /MBA(Delhi University)	Mrs. Nirula has more than three decades of experience in the financial services sector, beginning her career with ICICI Limited. . She has held key positions as Managing Director and CEO of ICICI Securities Limited, the Investment Banking arm of ICICI Bank Limited and Head - Corporate Banking Group for ICICI Bank. She is currently associated with the ICICI Foundation for Inclusive Growth, as an advisor. She has been a member of the Board of many ICICI group and associate companies. Additionally she has been a Board member of other leading corporates in India.
Karl Wianecki (Associate Director)	46 years - BS in Finance from Bloomsburg University in 1991, MBA from New York University in 1997	Mr. Wianecki is the Chief Operating Officer for International Goldman Sachs Asset Management. Prior to this role he was COO for GSAM Asia and for Distribution globally. Previously, he was co-treasurer of GSAM, where he was responsible for financing and liquidity risk management. He joined GSAM in 2005 as the chief operating officer of the Quantitative Resources Group. Mr. Wianecki joined Goldman Sachs in 2000 as vice president in the Finance Division and was named managing director in 2007.

Duties and Responsibilities of the Trustees as provided in the SEBI Regulations are set out below:

- (i) Each of the members of the Trustees in carrying out his / her responsibilities as a member of the Trustees shall maintain arm's length relationship with other companies, or institutions or financial intermediaries or any body corporate with which he / she may be associated.
- (ii) The Trustees shall have a right to obtain from the AMC such information as is considered necessary by them.
- (iii) The Trustees shall ensure before the launch of any Scheme that the AMC has : -

- a. Systems in place for its back office, dealing room and accounting;
 - b. Appointed all key personnel including Fund Manager(s) for the Scheme and submitted to the Trustees their bio-data which shall contain the educational qualifications, past experience in the securities market within 15 days of their appointment;
 - c. Appointed auditors to audit the accounts of the Scheme;
 - d. Appointed a compliance officer who shall be responsible for monitoring the compliance of the SEBI Act, rules and regulations, notifications, guidelines, instructions issued by SEBI or the Central Government and for redressal of investors' grievances. The compliance officer so appointed shall immediately and independently report to SEBI any non-compliance observed;
 - e. Appointed registrars and laid down parameters for their supervision;
 - f. Prepared a compliance manual and designed internal control mechanisms including internal audit systems;
 - g. Specified norms for empanelment of brokers and marketing agents; and
 - h. Obtained, wherever required under the Regulations, prior in-principle approval from the recognised stock exchange(s) where units are proposed to be listed.
- (iv) The Trustees shall ensure that the AMC has been diligent in empanelling brokers, in monitoring securities transactions with brokers and avoiding undue concentration of business with any broker.
 - (v) The Trustees shall ensure that the AMC has not given any undue or unfair advantage to any associate or dealt with any of the associates of the AMC in any manner detrimental to the interests of the Unit holders.
 - (vi) The Trustees shall ensure that the transactions entered into by the AMC are in accordance with the Regulations and the provisions of the Scheme.
 - (vii) The Trustees are required to ensure that the AMC has been managing the Scheme 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.
 - (viii) The Trustees shall ensure that all the activities of the AMC are in accordance with the provisions of the Regulations.
 - (ix) Where the Trustees have reason to believe that the conduct of the business of the Fund is not in accordance with the Regulations and the provisions of the Scheme, they are required to take such remedial steps as are necessary by them and to immediately inform SEBI of the violation and the action taken by them.
 - (x) Each of the Trustees is required to file with the Fund the details of his securities' transactions on a quarterly basis, in accordance with guidelines issued by SEBI from time to time.
 - (xi) The Trustees shall be accountable for and are required to be the custodian of the Fund's property of the respective Scheme and to hold the same in trust for the benefit of the Unit holders in accordance with the Regulations, and the provisions of the Trust Deed.
 - (xii) The Trustees shall take steps to ensure that the transactions of the Fund are in accordance with the provisions of the Trust Deed.
 - (xiii) The Trustees are responsible for the calculation of any income due to be paid to the

Fund and also of any income received in the Fund for the holders of the Units of any Scheme in accordance with the Regulations and the Trust Deed.

- (xiv) The Trustees shall obtain the consent of the Unit holders of a Scheme;
 - a. Whenever required to do so by SEBI in the interest of the Unit holders of that Scheme; or
 - b. Whenever required to do so on a requisition made by three-fourths of the Unit holders of any Scheme; or
 - c. If a majority of the Trustees decide to wind up the Scheme or prematurely redeem the Units of the Scheme.
- (xv) The Trustees shall ensure that no change in the fundamental attributes of any Scheme or the Mutual Fund or fees and expenses payable or any other change which would modify the Scheme and affect the interests of Unit holders, shall be carried out unless:
 - a. 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
 - b. the Unit holders are given an option for a period of 30 days to exit at the prevailing NAV without any Exit Load.
- (xvi) The Trustees shall call for the details of transactions in securities by the key personnel of the AMC in their own names or on behalf of the AMC and report the same to SEBI as and when required.
- (xvii) The Trustees shall quarterly review all transactions carried out between the Fund, the AMC and its associates.
- (xviii) The Trustees shall quarterly review the net worth of the AMC and in case of any shortfall ensure that the AMC makes up for the shortfall as per clause (f) of sub regulation (1) of Regulation 21 of the Regulations.
- (xix) The Trustees shall periodically review all service contracts such as custody arrangements, transfer agency of Securities and satisfy themselves that such contracts are executed in the interest of the Unit holders.
- (xx) The Trustees shall ensure that there is no conflict of interest between the manner of deployment of its net worth by the AMC and the interest of the Unit holders.
- (xxi) The Trustees shall periodically review the investor complaints received and the redressal of the same by the AMC.
- (xxii) The Trustees are required to abide by the Code of Conduct as specified in the Fifth Schedule of the Regulations.
- (xxiii) The Trustees have to furnish to SEBI on a half yearly basis:-
 - a. a report on the activities of the Mutual Fund;
 - b. a certificate stating that the Trustees have satisfied themselves that there have been no instances of self dealing or front running by any of the Trustees, directors and key personnel of the AMC; and

- c. a certificate to the effect that the AMC has been managing the Scheme independently of any other activities and in case any activities of the nature referred to in Regulation 24, sub regulation (2) of the Regulations have been undertaken, the AMC has taken adequate steps to ensure that the interest of the Unit holders is protected.
- (xxiv) The independent Trustees shall give their comments on the report received from the AMC regarding the investments by the Mutual Fund in the securities of the group companies of the Sponsor.
- (xxv) No amendment to the Trust Deed shall be carried out without the prior approval of SEBI and the Unit holders' approval / consent will be obtained where it affects the interests of the Unit holders as per the procedure / provisions laid down in the Regulations and the Trust Deed.

A copy of the Trust Deed is available at the head office of the Mutual Fund for inspection. Please see the section on "Documents Available for Inspection" in this Statement of Additional Information.

In addition to the above, the Trustees shall also exercise due diligence as under:

A. General Due Diligence:

The Trustees shall:

- be discerning in the appointment of the directors on the Board of the AMC.
- review the desirability of the continuance of the AMC if substantial irregularities are observed in the Schemes and shall not allow the AMC to float any new Schemes.
- ensure that the trust property is properly protected, held and administered by proper persons and by a proper number of such persons.
- ensure that all service providers hold appropriate registrations from SEBI or the concerned regulatory authority.
- arrange for test checks of service contracts.
- immediately report to SEBI any special developments in the Mutual Fund.

B. Specific Due Diligence:

The Trustees shall:

- Obtain internal audit reports at regular intervals from independent auditors appointed by the Trustees.
- Obtain compliance certificates at regular intervals from the AMC.
- Hold meetings of Trustees frequently and ensure that at least 6 such meetings shall be held in each year.
- Consider the reports of the independent auditor and compliance reports of the AMC at the meeting of the Trustees for appropriate action.
- Maintain records of the decisions of the Trustees at their meetings and of the minutes of the meetings.

- Prescribe and adhere to the code of ethics by the Trustees, the AMC and its personnel.
- Communicate in writing to the AMC of the deficiencies and check on the rectification of deficiencies.
- The independent directors of the Trustee shall pay specific attention to the following as may be applicable, namely:
 - The Investment Management Agreement and the compensation paid under the Agreement.
 - Service contracts with affiliates - whether the AMC has charged higher fees than outside contractors for the same services.
 - Selection of the AMC's independent directors.
 - Securities transactions involving the AMC's affiliates to the extent such transactions are permitted.
 - Selecting and nominating individuals to fill independent directors' vacancies.
 - The code of ethics, which must be designed to prevent fraudulent, deceptive or manipulative practices by insiders in connection with personal securities transactions.
 - The reasonableness of fees paid to sponsors, AMC and any others for services provided.
 - Principal underwriting contracts and renewals.
 - Any service contracts with the associates of the AMC.

Supervisory Role of Trustees

The Trustee Company shall be administered by its Board of not less than four directors as constituted under the articles of association of the Trustee Company. At least two-thirds of such directors (or such number as SEBI may specify from time to time) shall be independent persons and shall not be associated with the Sponsor or its associates in any manner.

Presently the Board of the Trustee Company is required to hold a meeting at least once in two calendar months and at least six such meetings are required to be held every year. During the year April 2015 to March 2016, the Board of Trustee Company met 7 times.

The Compliance Officer reports directly to the Board of Trustees on the compliance of mandatory regulatory requirements of the Mutual Fund. In addition, the Trustees may seek such information from the AMC from time to time which is considered necessary by the Trustees. The Trustee Company has also constituted an Audit Committee which will have the responsibility to review the internal audit systems, the recommendations of the internal and statutory auditors and aim to ensure that the recommendations made by internal and statutory auditors are acted upon. The Audit Committee is chaired by an independent director of the Trustee Company.

The information and documents, which are required to be reviewed by the Trustee Company under the Regulations, would be provided to the Trustees from time to time. The supervisory role of the Trustees will be discharged by reviewing the information and the operations of the Fund based on the reports submitted at the meetings of the Trustees, by reviewing the reports submitted by the internal auditor and the bi-monthly and half yearly compliance reports.

D. Asset Management Company

Goldman Sachs Asset Management (India) Private Limited (“GSAM” or the “AMC”) is a private limited company incorporated under the Companies Act, 1956 on March 10, 2008, having its registered office at 951-A, Rational House, Appasaheb Marathe Marg, Prabhadevi, Mumbai 400025. The AMC has been appointed as the investment manager of the Mutual Fund by the Trustee Company pursuant to the Investment Management Agreement (IMA) dated April 30, 2008, and executed between the Trustee Company and the AMC. SEBI approved the AMC to act as the investment manager of the Fund vide its letter No. IMD/AT/136521/2008 dated September 1, 2008.

The AMC will manage the Schemes of the Fund as mentioned in the respective Scheme Information Documents, in accordance with the provisions of IMA, the Trust Deed, the SEBI Regulations and the objectives of the Schemes.

In accordance with the SEBI Regulations, an asset management company, subject to certain conditions, is also permitted to undertake activities in the nature of portfolio management services, management and advisory services to offshore funds, pension funds, provident funds, venture capital funds, management of insurance funds, financial consultancy and exchange of research on commercial basis and such other activities as may be permitted by SEBI from time to time. Subject to these activities being assessed as desirable and economically viable, the AMC may undertake any or all of these activities after satisfying itself that there is no conflict of interest.

Pursuant to Regulation 24(2) of the SEBI Regulations, the AMC has obtained a no objection letter from SEBI for providing non-binding investment advisory services to its group companies which may or may not be registered with SEBI as foreign institutional investors (“**FII**”) or their sub-accounts (“**Clients**”) under the SEBI (FII) Regulations, 1995. Under the SEBI (Foreign Portfolio Investors) Regulations, 2014, FIIs and sub-accounts are deemed Foreign Portfolio Investors (“**FPI**”) in accordance with the provisions of the SEBI (Foreign Portfolio Investors) Regulations, 2014. The AMC confirms that in providing such non-binding advisory services to its Clients there will be no conflict of interest with the activities of the Mutual Fund.

Shareholding Pattern of the AMC:

Shareholder	Percentage of shares
GSAM India Holdings Limited (“ GIHL ”) (a wholly owned subsidiary of Goldman Sachs Asset Management, L.P.)	100 %
Goldman Sachs Group UK Limited (holding 1 equity share as a nominee of GIHL)*	Insignificant
Total	100%

**effective October 16, 2014*

Details of Directors of the AMC:

Name	Age / Qualification	Brief Experience
Sanjiv Shah (Associate Director)	50 years - B. Com, MMS., M.Sc. (Economics) LSE, FRM (GARP)	Mr. Shah has over 28 years of experience in capital markets. He has worked with DSP Merrill Lynch Ltd., Mumbai for 14 years. During his tenure in DSP Merrill Lynch, he was Head of Debt Sales & Trading and Head of Equity Sales to FIIs. His last assignment with Merrill was as Head of Derivatives. He has been involved in various

		committees and seminars to look into better functioning of the markets. From April 2001 to August 2011, he was Executive Director of Benchmark Asset Management Company Private Limited and Member of Executive Committee that was responsible for managing day to day affairs of the company.
Ravi Krishnan (Associate Director)	58 years – B. Sc., Chartered Accountant	Mr. Krishnan has over 19 + years of experience working with Goldman Sachs and 5 years of experience working with various investment banks in India covering a wide range of businesses including Investment Banking, Equities and Fixed Income. He also has 10+ years of professional experience in a chartered accountancy firm. He is associated with Goldman Sachs since 1998 in various capacities and is a director on the Board of various Goldman Sachs group companies in India. From 2014 till date he is the Chief Administrative Officer for Goldman Sachs in India. From 2011-2013 he was the Head of federation or Chief Operating Officer of all Goldman Sachs domestic businesses in Mumbai. From 2004-2010 he was the Chief Financial Officer for Goldman Sachs in India.
Vinod Kumar Punshi (Independent Director)	74 years – B. Tech (Hons.) in Chemical Engineering, IIT Kharagpur.	Mr. Punshi has over 44 years of experience, both in India and abroad, in General Management at a senior level. He has been an Executive Director of Hindustan Lever Ltd., Bombay, an Overseas Technical Member HPC Group Unilever Plc, London, Vice Chairman and General Manager, Shanghai Lever, Shanghai, Technical Director, Unilever China, Shanghai and Managing Director The Dharamsi Morarji Chemical Co. Ltd., Mumbai. He is currently an independent Management Consultant.
Pravir Vohra (Independent Director)	62 years – BA(Hons), Economics, St Stephen's College, Delhi, MA (Eco), Delhi	Mr. Vohra has over 40 years of experience in the banking industry both in India and abroad. He has served at senior levels in State Bank of India, Times Bank and ICICI Bank. His assignments have spanned diverse areas like branch banking, corporate banking, international banking and information technology. His last assignment was as President and Group Chief Technology Officer of ICICI Group. Mr. Vohra has also been associated, overtime, with a number of RBI and IBA committees in the areas of RTGS, Cheque Truncation, Information Security, Mobile banking etc.

Duties and obligations of the AMC as specified in the SEBI Regulations, *inter alia*, are:

Floating of Schemes and managing the funds of the Schemes:

The AMC shall:

1. be responsible for floating Schemes for the Fund after approval of the same by the Trustees and managing the funds mobilised under various Schemes, in accordance with the provisions of the Trust Deed and the SEBI Regulations;
2. invest the funds raised under various Schemes in accordance with the provisions of

the Trust Deed and the SEBI Regulations;

3. not acquire any of the assets out of the Scheme property which involves the assumption of any liability which is unlimited or which may result in encumbrance of the Scheme property in any way;
4. disclose the basis of calculating the Redemption Price and NAV of the various Schemes of the Fund in the Scheme particulars and disclose the same to the investors at such intervals as may be specified by the Trustees and SEBI;
5. submit quarterly report on the functioning of the Schemes of the Fund to the Trustees or at such intervals as may be required by the Trustees or SEBI;
6. The chief executive officer (whatever his designation may be) of the AMC shall ensure that the Fund complies with all the provisions of SEBI Regulations and the guidelines or circulars issued in relation thereto from time to time and that the investments made by the Fund Manager(s) are in the interest of the Unit holders and shall also be responsible for the overall risk management function of the Fund.
7. The Fund Manager(s) (whatever the designation may be) shall ensure that the funds of the Schemes are invested to achieve the objectives of the Schemes and in the interest of the Unit holders.

Compliance with Regulations:

The AMC shall:

1. not take up any activity in contravention of the SEBI Regulations;
2. abide by the Code of Conduct as specified in the Fifth Schedule of the SEBI Regulations.

Due diligence by the AMC:

The AMC shall:

1. 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 SEBI Regulations and the Trust Deed.
2. exercise due diligence and care in all its investment decisions as would be exercised by other persons engaged in the same business.

Appointment of Service Providers:

1. The AMC shall appoint registrars and share transfer agents who are registered with SEBI. Provided if the work relating to the transfer of Units is processed in-house, the charges at competitive market rates may be debited to the Schemes and for rates higher than the competitive market rates, prior approval of the Trustees shall be obtained and reasons for charging higher rates shall be disclosed in the annual accounts.

Reportings to the Trustees, SEBI, Unit holders:

The AMC shall:

1. ensure that no Offer Document of a Scheme, Key Information Memorandum (“KIM”), abridged half yearly results and annual results is issued or published without the Trustee’s prior approval in writing, and contains any statement or matter extraneous to the Trust Deed or Offer Document, Scheme particulars approved by the Trustees and SEBI;
2. disclose the basis of calculating the Redemption Price and NAV of the various Schemes of the Mutual Fund in the Scheme particulars and disclose the same to the Unit holders at such intervals as may be specified by the Trustees and SEBI;
3. submit quarterly report on its activities, the functioning of the Schemes of the Mutual Fund and compliance with the SEBI Regulations to the Trustees or at such intervals as may be required by the Trustees or SEBI;
4. file with the Trustees and SEBI -
 - (a) detailed bio-data of all its directors along with their interest in other companies within fifteen days of their appointment;
 - (b) any change in the interests of directors every six months; and
 - (c) a quarterly report giving details and adequate justification about the purchase and sale of the Securities of the group companies of the Sponsor or the AMC as the case may be, by the Mutual Fund during the said quarter.

If the Scheme is a real estate mutual fund scheme then in addition to the aforesaid, the AMC shall also be responsible for the following:

Appointment of employees, service providers:

The AMC shall:

1. appoint suitable number of qualified key personnel with relevant experience, before undertaking investment management of real estate assets of a real estate mutual fund scheme.
2. additionally, may appoint advisors to advise it on acquisitions or proposed acquisitions of real estate assets.

Due Diligence by the AMC, Adequacy of systems:

The AMC shall:

1. exercise due care while appointing real estate valuers for valuing the real estate assets held by the real estate mutual fund scheme and shall ensure that there is no conflict of interest.
2. lay down an adequate system of internal controls and risk management.
3. put in place systems to ensure that all financial transactions are done through banking channels and exclude transactions in cash or unaccounted transactions.

4. exercise due diligence in maintenance of the assets of a real estate mutual fund scheme and shall ensure that there is no avoidable deterioration in their value.

Maintenance of assets, Valuation of assets:

The AMC shall ensure that:

1. the real estate assets held by a real estate mutual fund scheme are adequately insured against impair, damage or destruction.
2. the cost of maintenance and insurance of real estate assets is within reasonable limits and that no funds of the Schemes are utilized towards development of such assets.
3. a real estate valuer certifies compliance with sub-regulation (8) of Regulation 49G of the SEBI Regulations on an annual basis.
4. no real estate valuer continues with valuation of particular real estate asset for more than two years and that no such valuer values the same asset for a period of at least three years thereafter.

Information on Key Personnel:

Name	Designation	Age	Qualification	No. of years of experience	Brief Experience
Sanjiv Shah	Chief Executive Officer (CEO)	50	B.Com, MMS., M.Sc. (Economics) LSE, FRM (GARP)	28	Goldman Sachs Asset Management (India) Private Limited (August 2011-till date) Sanjiv has over 28 years of experience in capital markets. He has worked with DSP Merrill Lynch Ltd., Mumbai for 14 years. During his tenure in DSP Merrill Lynch, he was Head of Debt Sales & Trading and Head of Equity Sales to FIIs. His last assignment with Merrill was as Head of Derivatives. He has been involved in various committees and seminars to look into better functioning of the markets. From April 2001 to August 2011, he was Executive Director of and from August 2011 – January 2013 he was a Director on the Board of Benchmark Asset Management Company Private Limited and Member of Executive Committee that was

Name	Designation	Age	Qualification	No. of years of experience	Brief Experience
					responsible for managing day to day affairs of the company.
Sanjay Gaitonde	Chief Administrative Officer (CAO)	46	B. Com, C.A., ICWA	21	Goldman Sachs Asset Management (India) Private Limited (August 2011-till date) Sanjay is also responsible for the risk management function of the Goldman Sachs Mutual Fund. Sanjay has over 21 years of experience in the capital markets. He was a co-founder and Executive Director of Niche Financial Services Private Limited and was responsible for setting up the financial advisory and equity businesses of the company. In 2001, Niche became the sponsor to Benchmark Mutual Fund. From April 2001 to August 2011, he was Executive Director of and from August 2011 – January 2013 he was a Director on the Board of Benchmark Asset Management Company Private Limited and Member of Executive Committee that was responsible for managing day to day affairs of the company.
Gautam H Rathor	Compliance Officer	47	B. Com, LL.B, ACS	19	Goldman Sachs Asset Management (India) Private Limited (August 13, 2015 - till date) Gautam has about 19 years of experience. He was with Benchmark Asset Management Company Private Limited (BAMC) from September 2005 till July 2011. During this period he was the Compliance Officer of the Benchmark Mutual Fund and the Portfolio Management activities of BAMC. After the acquisition of BAMC by GSAM in August 2011, Gautam was

Name	Designation	Age	Qualification	No. of years of experience	Brief Experience
					named the Compliance Officer of the Portfolio Management activities of BAMC. For the period June 2013 till July 2015 he was providing consultancy services on a part time basis. For the period September 1997 till August 2005, he was working with National Stock Exchange of India Ltd.
Bhalchandra Prabhu	Head Operations	46	B.Com., BGL	24	Goldman Sachs Asset Management (India) Private Limited (August 2011-till date) Bhalchandra has 24 years' experience. He has worked with custody services of Citibank NA. Prior to Citibank, he was working with ABN AMRO Bank and was heading operations. Prior to this, he has worked with Deutsche Bank AG custody with various processing units. He has also worked with BOI Shareholding – BSE Clearing House handling Institutions department and was responsible for the settlement of shares and money with the custodians. He was with Benchmark Asset Management Company Private Limited from April 2006 till August 2011.
Rajdeep Basu	Investor Relations Officer	36	B.Com (Hons) & Diploma in Marketing Management	13	Goldman Sachs Asset Management (India) Private Limited (August 2011-till date) Rajdeep has over 13 years of experience in the field of customer service in telecom & financial industry. He has worked with Reliance Money in customer service and branch operations for capital markets and third party distribution channel from September 2007 to February 2009, last position held as an Assistant Manager. He has worked with ICICI

Name	Designation	Age	Qualification	No. of years of experience	Brief Experience
					Bank Ltd as an Officer in Private Banking Relationship Management Team, Mumbai, handling servicing and cross selling for mapped HNI clients from August 2005 to September 2007. Prior to that he was with Reliance Infostreams Pvt Ltd the customer service wing for Reliance Infocom as a Customer Service Representative in the billing escalation department from June 2003 to August 2005. He was with Benchmark Asset Management Company Private Limited from February 2009 till August 2011.
Payal Kaipunjal	Executive Director – Investments	35	B. Com, MBA., PGDIM, FRM (GARP)	12	- Goldman Sachs Asset Management (India) Private Limited (August 2011-till date) - Benchmark Asset Management Company Pvt. Ltd. (June 2004 – August 2011)
Gauri Sekaria	Executive Director – Investments	32	BBM, M.Sc. International Securities, Investment & Banking, FRM (GARP)	10	- Goldman Sachs Asset Management (India) Private Limited (August 2011-till date) - Benchmark Asset Management Company Pvt. Ltd. (September 2005- August 2011)
Aman Batra	Executive Director – Investments	38	BE, PGDM	15	Goldman Sachs Asset Management (India) Private Limited (October 2009-till date). Aman was with Kotak Securities Ltd. From November 2004 till September 2009, where he covered power, cement and FMCG stocks as the lead analyst. Prior to that, he was with the Advantage Global Services from September 2003 to November 2004 assisting the Morgan Stanley's metals and mining team in US in equity research.

Name	Designation	Age	Qualification	No. of years of experience	Brief Experience
					Prior to that, Aman was part of the Credit Risk team at ICCI Bank. He is the fund manager for managing overseas securities of Goldman Sachs India Equity Fund.
Siddharth Deb	Executive Director – Investments	32	B.Sc. and MMS (Finance)	10	- Goldman Sachs Asset Management (India) Private Limited (Aug 2011 – till date) - Benchmark Asset Management Company Private Limited (September 2008 – Aug 2011) - Fullerton India Credit Company Ltd (January 2006 – September 2008)
Hiren Dasani	Head – India Equity	40	CFA; PGDM (Finance and Marketing); B.E. (Chemical)	17	- Goldman Sachs Asset Management (India) Pvt. Ltd. (January 2007 till date) - SSKI Securities (September 2005 – December 2006) - Prudential ICICI (November 2004 – September 2005) - UTI Bank (June 2001-September 2004) - Dorf Ketel Chemicals (June 1997 – May 1999) - Fund manager – GS India Equity Fund

Fund Management team

Name	Designation	Age	Qualification	No. of years of Experience	Brief Experience
Payal Kaipunjal	Executive Director – Investments	35	B. Com, MBA., PGDIM, FRM (GARP)	12	- Goldman Sachs Asset Management (India) Private Limited (August 2011-till date) Managing the following Schemes: - GS Nifty BeES - GS Junior BeES - GS Bank BeES - GS PSU Bank BeES - GS Gold BeES - GS Hang Seng BeES (managing investments in debt securities.) - CPSE ETF - Benchmark Asset Management

Name	Designation	Age	Qualification	No. of years of Experience	Brief Experience
					Company Pvt. Ltd. (June 2004-August 2011)
Gauri Sekaria	Executive Director – Investments	32	BBM, M.Sc. International Securities, Investment & Banking, FRM (GARP)	10	- Goldman Sachs Asset Management (India) Private Limited (August 2011-till date) Managing the following Schemes: - GS Shariah BeES - GS Infra BeES - GS Hang Seng BeES (foreign Securities) - GS CNX 500 - Benchmark Asset Management Company Pvt. Ltd. (September 2005- August 2011)
Aman Batra	Executive Director – Investments	38	BE, PGDM	15	Goldman Sachs Asset Management (India) Private Limited (October 2009-till date). Aman was with Kotak Securities Ltd. From November 2004 till September 2009, where he covered power, cement and FMCG stocks as the lead analyst. Prior to that, he was with the Advantage Global Services from September 2003 to November 2004 assisting the Morgan Stanley's metals and mining team in US in equity research. Prior to that, Aman was part of the Credit Risk team at ICCI Bank. He is the fund manager for managing overseas securities of Goldman Sachs India Equity Fund.
Siddharth Deb	Executive Director – Investments	32	B.Sc. and MMS (Finance)	10	- Goldman Sachs Asset Management (India) Private Limited (Aug 2011 – till date) - Benchmark Asset Management Company Private Limited (September 2008 – Aug 2011) - Fullerton India Credit Company Ltd (January 2006 – September 2008)
Hiren Dasani	Head – India Equity	40	CFA; PGDM (Finance and Marketing); B.E. (Chemical)	17	- Goldman Sachs Asset Management (India) Pvt. Ltd. (January 2007 till date) - SSKI Securities (September 2005 – December 2006)

Name	Designation	Age	Qualification	No. of years of Experience	Brief Experience
					• Prudential ICICI (November 2004 – September 2005) • UTI Bank (June 2001-September 2004) • Dorf Ketel Chemicals (June 1997 – May 1999) • Fund manager – GS India Equity Fund

There are four persons involved in equity research, each having over 8 years' experience in research and financial market related activities.

Procedure followed for Investment Decisions

All investment decisions, relating to the Schemes, will be undertaken by the AMC in accordance with the SEBI Regulations and the investment objectives as specified in the Scheme Information Document(s).

The Fund Manager(s) of the Schemes is / are responsible for making buy / sell decisions for the Schemes' portfolios and will seek to develop a well-diversified portfolio that minimizes liquidity and credit risk. The investment decisions are made by the Fund Manager(s) on an on-going basis keeping in view the market conditions and other relevant aspects.

It is the responsibility of the AMC to seek to ensure that the investments are made as per the internal / regulatory guidelines, Scheme investment objectives and in the interest of the Unit holders of the respective Schemes.

The AMC has formed an investment committee, currently comprising of the CEOs, Head – India Equity and the Head of Compliance, that meets at periodic intervals. The Investment Management Committee's role is to formulate broad investment strategies for the Schemes including investments in unrated debt Securities, reviewing performances of the Schemes and general market outlook. The detailed parameters for investments in unrated debt Securities would be approved by the board of directors of the AMC and the Trustees. For additional information on the specific procedure followed for undertaking investment decisions relating to each Scheme of the Mutual Fund, please refer to the relevant Scheme Information Document.

The Head – India Equity, is responsible for facilitating investment debate and a robust investment culture. After conducting a thorough fundamental and valuation analysis, the research analyst(s) will recommend the most attractive investment ideas for inclusion in the portfolio. The investment team comprising of the Head – India Equity, the Fund Manager(s) and the research analyst(s) would hold on-going meetings, as well as additional ad-hoc meetings as needed, to explore the investment thesis of individual ideas and to challenge the range of assumptions used by the respective analysts in the Active Equity space.

The AMC also uses a "passive" or indexing approach to try and achieve the investment objective of passively managed index tracking Schemes. Unlike other schemes, index tracking Schemes do not try to "beat" the markets they track and do not seek temporary defensive positions when markets decline or appear over valued. The AMC does not make any judgments about the investment merit of a particular stock or a particular industry segment or the underlying nor will it attempt to apply any economic, financial or market analysis. Indexing eliminates active management risks with regard to over/ under performance

vis-à-vis a benchmark. Passive approach eliminates active management risks pertaining to over/under performance vis-à-vis a benchmark. Further, the AMC also exercises the quantitative techniques for the schemes which aim to capture the massive amounts of financial information flowing through the internal systems on a daily basis, analyzing and transforming it to develop disciplined, rigorous approach to portfolio investing. The quantitative techniques apply the latest tools and techniques in investment management and information technology to identify and exploit under valued securities. With the rapidly increasing availability of online information, growing computational power, quantitative techniques to investing is already a significant phenomenon globally and is growing rapidly.

Monitoring performance of Schemes

The Fund Manager(s)/ Head – India Equity presents to the board of directors of the AMC and the Trustees periodically, the performance of the Schemes which will be reviewed by the boards of directors with reference to the appropriate benchmarks and each of the Schemes' performance will be compared with the respective benchmarks as provided in the Scheme Information Documents. However, the Schemes' performance may differ from the performance of the benchmark for reasons specified in the relevant Scheme Information Documents. The boards of directors of the AMC and the Trustees may review the benchmark selection from time to time, and make suitable changes as to use of the benchmark, or select an additional benchmark or replacement benchmark, or related to composition of the benchmark, whenever it deems necessary after recording an adequate justification for carrying out such change. The Fund Managers/Head – India Equity will bring to the notice of the board of directors of the AMC, specific factors if any, which are impacting the performance of the Schemes. The board of directors of the AMC on consideration of all relevant factors may, if necessary, give appropriate directions to the AMC. Similarly, the performance of the Schemes will be submitted to the Trustees. The Fund Manager(s) / Head – India Equity will explain to the Trustees, the details on the Schemes' performance vis-à-vis the benchmark returns.

Recording of investment decisions

The AMC will keep a record of all investment decisions in accordance with the SEBI Regulations. With regard to investments, individual security-wise reasons in equity and debt Securities shall be recorded. A research report analyzing various factors for each investment decision taken for the first time, the reasons for subsequent purchase and sales in the same scrip will be recorded.

E. Service providers

I. Custodian

Name & Address of the Custodian	SEBI Registration No.	Name of the Scheme
CITIBANK NA First International Financial Centre 11 th Floor, Plot Nos. C 54 and C55, G Block Bandra Kurla Complex, Bandra East Mumbai 400051	IN/CUS/004	(i) Goldman Sachs Nifty Exchange Traded Scheme (GS Nifty BeES), (ii) Goldman Sachs Nifty Junior Exchange Traded Scheme (GS Junior BeES), (iii) Goldman Sachs Liquid Exchange Traded Scheme (GS Liquid BeES), (iv) Goldman Sachs Banking Index Exchange Traded Scheme (GS Bank BeES), (v) Goldman Sachs Gold Exchange Traded Scheme (GS Gold BeES) for securities held by the Scheme, (vi) Goldman Sachs PSU Bank Exchange Traded Scheme (GS PSU Bank BeES) (vii) Goldman Sachs CNX Nifty Shariah Index Exchange Traded Scheme (GS Shariah BeES) (viii) Goldman Sachs Hang Seng Exchange Traded Scheme (GS Hang Seng BeES) (Citibank NA, Hong Kong Branch is the Custodian for overseas Securities); (ix) Goldman Sachs Infrastructure Exchange Traded Scheme (GS Infra BeES) (x) Goldman Sachs India Equity Fund (GSIEF) (xi) CPSE ETF
DEUTSCHE BANK AG. D. B. House Hazarimnal Somani Marg Post Box No. 1142, Fort, Mumbai - 400 001	IN/CUS/003	Goldman Sachs CNX 500 Fund (GS CNX 500)
THE BANK OF NOVA SCOTIA 91, 3 North Avenue Maker Maxcity Bandra Kurla Complex, Bandra (East) Mumbai - 400 051	IN/CUS/018	Goldman Sachs Gold Exchange Traded Scheme (GS Gold BeES) for physical gold held by the Scheme.

The Trustee have appointed the Custodians to the Schemes of Goldman Sachs Mutual Fund. All the Custodians are SEBI approved Custodians. The registrations of the Custodians are still valid and effective. The Custodians shall hold the custody and possession of physical gold, Securities and investments of the Fund and will discharge all the functions as are ordinarily discharged by a Custodian. The Trustee reserves the right to change the Custodians, if required.

The Custodians would be entitled to remuneration for their services in accordance with the terms of the Custodian Agreements.

II. Registrars and Transfer Agents

Karvy Computershare Pvt. Ltd. (“Karvy”)

Karvy Selenium, Tower B, Plot No.31 & 32,
Gachibowli Financial District,
Nanakramguda, Serilingampally,
Hyderabad - 500 032
SEBI Registration No. INR 000000221

As Registrars to the Schemes, Karvy will handle communications with Investors, perform data entry services and dispatch account statements. The AMC and the Trustee have satisfied themselves that Karvy has the adequate capacity to discharge responsibilities with regard to processing of applications and dispatching account statements to Unit holders within the time limits as prescribed in the SEBI Regulations and also sufficient capacity to handle Investor complaints.

III. Statutory Auditors

Name : S.R Batliboi & Co. LLP

Address: 14th Floor, The Ruby, 29 Senapati Bapat Marg, Dadar (West), Mumbai 400 028.

IV. Legal Counsel

Name : AZB & Partners

Address: AZB House, Peninsula Corporate Park, Ganpatrao Kadam Marg, Lower Parel, Mumbai 400 013.

V. Fund Accountant

Name & Address of the Fund Accountant	Name of the Scheme
Citibank NA First International Financial Centre 11 th Floor, Plot Nos. C 54 and C55, G Block Bandra Kurla Complex, Bandra East Mumbai 400051	(i) Goldman Sachs Nifty Exchange Traded Scheme (GS Nifty BeES) (ii) Goldman Sachs Nifty Junior Exchange Traded Scheme (GS Junior BeES) (iii) Goldman Sachs Liquid Exchange Traded Scheme (GS Liquid BeES) (iv) Goldman Sachs Banking Index Exchange Traded Scheme (GS Bank BeES) (v) Goldman Sachs Gold Exchange Traded Scheme (GS Gold BeES) (vi) Goldman Sachs PSU Bank Exchange Traded Scheme (GS PSU Bank BeES) and (vii) Goldman Sachs CNX Nifty Shariah Index Exchange Traded Scheme (GS Shariah BeES) (viii) Goldman Sachs Hang Seng Exchange Traded Scheme (GS Hang Seng BeES); (ix) Goldman Sachs Infrastructure Exchange Traded Scheme (GS Infra BeES) (x) Goldman Sachs India Equity Fund (GSIEF) (xi) CPSE ETF
DEUTSCHE BANK AG. D. B. House Hazarimnal Somani Marg Post Box No. 1142 Fort, Mumbai - 400 001	Goldman Sachs CNX 500 Fund (GS CNX 500)

VI. Collection Bankers

During the NFO of Schemes, the AMC may appoint collecting bankers to accept the applications for investment into the Schemes. The list of the collecting bankers will be disclosed in the Scheme Information Document (“SID”) as and when the Schemes are launched. There are no collecting bankers for ongoing Schemes.

The Trustees and/or the AMC, as applicable, has the right to terminate the services of any of the above mentioned service providers in accordance with the terms and conditions contained in the agreement(s) entered into with such service providers, and appoint any other or additional service providers, with approval of SEBI, if required.

F. Condensed financial information (CFI)

In terms of the SEBI Regulations, CFI for the Schemes of the Fund launched in the past three fiscal years is provided below:

I. Name of the Scheme: CPSE ETF

Historical Per Unit Statistics	For the period March 28, 2014 to March 31, 2014 (Audited)	For the Year 2014 - 2015 (Audited)	For the Year 2015 - 2016 (Audited)
NAV at the beginning of the period	17.4504 (Allotment NAV)	19.7528	24.2923
Dividends (Gross)	-	-	-
NAV at the end of period	19.7528	24.2923	19.7108
Annualised Returns (%)			
Scheme Returns (%)*	-	24.48	-19.32
Benchmark Returns (%) (Nifty CPSE Index)*	-	21.19	-22.45
Additional Benchmark Returns (%) (Nifty 50 Index)*	-	26.29	-9.87
INR Returns on investment of Rs. 10,000			
Scheme Returns (in Rs.)*	-	12426	8068
Benchmark Returns (in Rs.) (Nifty CPSE Index)*	-	12099	7755
Additional Benchmark Returns (in Rs.) (Nifty 50 Index)*	-	12605	9013
Net assets at the end of period (Rs. Crores)	3,395.71	2,372.68	1,916.72
Ratio of Recurring Expenses to Net Assets (%)	0.47	0.54	0.54

* For the period March 28, 2014 to March 31, 2014, returns have not been computed as scheme had not opened for ongoing subscriptions/redemptions till year end.

Returns for one year are compounded annualised. Distribution taxes (if any) are excluded while calculating the returns. Point to Point (PTP) returns in INR is based on standard investment of INR 10,000 made at the beginning of 12 month period as at the end of that period scheme performance. Past performance may or may not be sustained in future and should not be used as

a basis for comparison with other investments.

II. HOW TO APPLY?

This section must be read in conjunction with the details provided in the Scheme Information Document of the relevant Scheme of the Mutual Fund.

- The Application Form / Transaction Slip for the sale of Units of the Schemes will be available at the Official Points of Acceptance / distributors / website of the Mutual Fund.
- Applications should be made in adherence to the minimum application amount requirements as mentioned in the Scheme Information Document(s).
- Applications should be completed in block letters in English.
- The Application Form / Transaction Slip filled up and duly signed by the Investor or all joint Investors (as the case may be) should be submitted together with the cheque / demand draft / other payment instrument and supporting documents can be tendered at any of the Official Points of Acceptance. In terms of SEBI Circular (No. SEBI/IMD/CIR No 18 / 198647 /2010) dated March 15, 2010, Investors subscribing to Units of any Scheme of the Mutual Fund offered during a NFO can opt to make payments for such Units by availing the ‘Applications Supported by Blocked Amount’ (“**ASBA**”) facility. Hence, all NFOs to be launched by the Mutual Fund, shall have ASBA facility, which will co-exist with the current process, wherein cheques/ demand drafts are used as a mode of payment. Only certain self certified syndicate banks (“**SCSB**”) are permitted to provide the ASBA facility. Names and other relevant details of such SCSBs are displayed by SEBI on its website at www.sebi.gov.in. For details of payment, please refer to the heading “How to Pay” in this SAI.
- Existing Investors can also make additional Purchase/ Redemptions/ Switches by online mode through our website www.gsam.in.
- Investors are advised to refer to the uniform Know Your Customer (“**KYC**”) process and form to comply with the KYC requirement. Please refer to the Section “Prevention of Money Laundering Act, 2002 and Know Your Client Requirements” in this Statement of Additional Information for further details in this regard.
- It is mandatory for all Investors (including guardians, joint holders, NRIs and power of attorney holders) to mention their permanent account number (“**PAN**”) irrespective of the amount of purchase in the Application Form. Applications received without PAN / PAN card copy will be rejected.
- The PAN card copy needs to be verified with the original. The original PAN card will be returned immediately across the counter after verification. Alternatively, a distributor empanelled with the Mutual Fund can attest a copy. A bank manager’s attestation or a notarised copy will also be accepted. The AMC/Mutual Fund could also verify the PAN of the Investor on the Income Tax website without insisting on the original PAN card of the Investor, provided the Investor has presented a document for proof of identity other than the PAN card. However, Investors are requested to refer to the SID and the Application Form of the relevant scheme for further details and/or requirements in this regard.
- An Application Form should be complete in all respects before it is submitted. It will be treated as incomplete and rejected if:

- i) the PAN is not mentioned;
 - ii) the PAN is mentioned but not supported by a photocopy of the PAN card;
 - iii) any other information or documents as may be required by the AMC or the Trustees have not been submitted together with the Application Form / Transaction Slips.
- PAN is not mandatory for the following Investors, subject to the Mutual Fund verifying the veracity of such claims of such Investors, by collecting sufficient documentary evidence and seeking to achieve strict compliance with the applicable 'KYC' norms. The AMC reserves the right to ask for the necessary documentation to the satisfaction of the Mutual Fund :
 - Investors residing in the state of Sikkim
 - Transactions undertaken on behalf of the Central Government, and/or the State Government, and by officials appointed by the courts e.g. Official liquidator, Court receiver etc.
 - UN entities/ multilateral agencies exempt from paying taxes / filing tax returns in India.
 - Investments through Micro Systematic Investment Plan ("SIP")/ Value Averaging Investment Plan ("VIP"), i.e. SIPs/VIPs where aggregate of installments per year per investor does not exceed Rs 50,000. This exemption will be applicable only to investments by individuals (including NRIs but not PIOs), minors and sole proprietary firms. Hindu Undivided Families and other categories will not be eligible for Micro SIPs. Micro SIP/VIP facility is offered subject to submission of any one of the necessary photo identification documents as proof of identification in lieu of PAN. Please contact the AMC for further details on the photo identification documents to be provided in this regard.
- An Application Form may be accepted or rejected by the AMC in accordance with the policies laid down by, and/or the sole and absolute discretion of, the Trustees. Further, an Application Form may be rejected on the basis of the completion of the KYC requirements. Please refer to the Section "Prevention of Money Laundering Act, 2002 and Know Your Client Requirements" in this Statement of Additional Information for further details in this regard. The Trustees may reject any application for Purchase of Units, if in the opinion of the Trustees, increasing the size of any or all of the Scheme's Unit Capital is not in the general interest of the Unit holders, or the Trustees for any other reason believe it would be in the best interest of the Schemes or its Unit holders to accept / reject such an application. Provided always that the Trustees' rights will be subject to applicable SEBI Regulations, if any.
- The Mutual Fund needs to use intermediaries such as post office, local and international couriers, banks and other intermediaries for correspondence with the Investor and for making payments to the Investor by cheques, drafts, warrants, through ECS etc. The Investor expressly agrees and authorizes the Mutual Fund to correspond with the Investor or make payments to the Investor through intermediaries including but not limited to post office, local and international couriers and banks. The Investor clearly understands that the Mutual Fund uses such intermediaries for the convenience of the Investor. The Fund is not responsible for delayed receipt or non-receipt of any correspondence or payment through such intermediaries.
- The Trustees may request the Investor / Unit holders to provide verification of their identity or other further details as may be required in the opinion of the Trustees under applicable Laws. This may result in a delay in dealing with the applicants, Unit holders, benefits, distribution, etc.
- Instructions for acceptance of certain transactions via facsimile or through electronic

mode:

- i) The AMC, the Mutual Fund, the Registrar or any other agent or representative of the AMC, the Mutual Fund, the Registrar ("**Recipient**") may accept certain transactions via facsimile or through any electronic mode ("**fax / electronic transactions**"), subject to the Investor fulfilling certain terms and conditions as stipulated by the AMC from time to time.
- ii) Acceptance of fax / electronic transactions will be as permitted by SEBI or other regulatory authorities from time to time and will be solely at the risk of the transmitter of the fax / electronic transaction ("**Transmitter**") and the Recipient shall not in any way be liable or responsible for any loss, damage caused to the Transmitter directly or indirectly, as a result of the Transmitter sending or purporting to send such fax / electronic transactions including where a fax / electronic transaction sent / purported to be sent is not processed on account of the fact that it was not received by the Recipient.
- iii) The Transmitter acknowledges that the fax / electronic transaction is not a secure means of giving instructions / transaction requests and that the Transmitter 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. and that the Transmitter's request to the Recipient to act on any fax / electronic transaction is for the Transmitter's convenience and the Recipient shall not be obliged or bound to act on the same.
- iv) The Transmitter agrees that security procedures adopted by the Recipient may include signature verification, telephone callbacks or a combination of the same. Call-backs may be recorded by tape recording device and the Transmitter consents to such recording and agrees to co-operate with the Recipient to enable confirmation of such fax / electronic transaction requests.
- v) The Transmitter further accepts that the fax / electronic transaction shall not be considered until time stamped appropriately as a valid transaction request in the Schemes in line with the SEBI Regulations.
- vi) In consideration of the Recipient from time to time accepting and at its sole discretion (including but not limited to the AMC extending / discontinuing such facilities from time to time) acting on any fax / electronic transaction request received / purporting to be received from the Transmitter, the Transmitter agrees to indemnify and keep indemnified the AMC, directors, employees, agents, representatives of the AMC, the Mutual Fund and Trustees (indemnified parties) from and against all actions, claims, demands, liabilities, obligations, losses, damages, costs (including without limitation, interest and legal fees) and expenses of whatever nature (whether actual or contingent) directly or indirectly suffered or incurred sustained by or threatened against the indemnified parties whatsoever arising from or in connection with or any way relating to the indemnified parties in good faith accepting and acting on fax / electronic transaction requests including relying upon such fax / electronic transaction requests purporting to come from the Transmitter even though it may not come from the Transmitter.
- vii) The AMC reserves the right to discontinue the above mentioned facilities at any point in time. On-line investment facility may also be available. Please visit our website at www.gsam.in.
- viii) Any application for Redemption, Purchase or Switch or any other instruction must

be correct, complete, clear and unambiguous in all respects and should conform to the prescribed procedure/ documentation requirements, failing which the Trustees/AMC reserve the right to reject the same and in such a case the Trustees/AMC will not be responsible for any consequence therefrom. The Unit holder shall ensure that any overwriting or correction shall be countersigned by the Investor, failing which the Fund/Trustees/AMC may at its sole discretion reject such transaction request. Further, any requests for Purchase / Redemption / Switch or other transactions must be unconditional. The Fund/Trustees/AMC shall not be bound to take cognizance of any conditions placed on the transaction request and may at its sole discretion, reject such transaction request, or process the same as if the condition were not mentioned.

- **How to Pay?**

Investors having a bank account with such banks with whom the AMC would have an arrangement from time to time, can make payment towards subscription to the Units of the Schemes either by issuing a cheque drawn on such bank or by giving debit instruction to their account with any branch of such banks with whom the AMC would have arrangement from time to time.

For other Investors not covered above, payment may be made by cheque or bank draft, drawn locally on any bank, which is a member of the Bankers Clearing House located at the place where the application form is submitted or as a payment instruction (such as pay order, banker's cheque etc.) or electronic instructions or in a manner acceptable to the AMC, which is evidenced by receipt of credit in a bank account of the Scheme.

Cash, money orders, stock invests, outstation cheques, postdated cheques, postal orders or such other modes as may be decided by the AMC from time to time would not be accepted as a valid mode of payment. Bank charges for out-station demand drafts (as defined herein) will have to be borne by the Investor/Unit holder. An out-station demand draft has, for this purpose, been defined as a demand draft issued by a bank in a place where there is no collection centre provided for the Investor. The Fund will not entertain any requests for refund of demand draft charges.

All cheques and bank drafts must be drawn in such name as mentioned in the Application Form and crossed "Account Payee only". A separate cheque or bank draft must accompany each application form / each Scheme. Investors must use separate application forms for investing simultaneously in more than one Scheme or Option of the Scheme subject to minimum application amount for such Option. The Application Forms together with the cheque / demand draft / payment instruction or copy of the electronic instruction can be tendered at any of the Official Points of Acceptance. No receipt will be issued for the application money. The bankers to the offer or their respective designated branches or any authorized collection agents/centers who receive the Application Form shall stamp and return the "Acknowledgment Slip" thereby acknowledging receipt of the Application Form. The Investor are requested to preserve the acknowledgement slip duly stamped by the collecting bank/center etc. This shall be subject to final verification and scrutiny by the bankers/Trustee/AMC that the cheque/demand draft and Application Form are in order/valid.

It is mandatory for every applicant to provide their name of the bank, branch, address, account type and number as per SEBI requirements and any Application Form / Transaction Slip (if applicable) without these details will be rejected. In addition to this, the Investor may also be required to provide a blank cancelled cheque copy of the bank account mentioned in the application for verification. In order to protect Investor from

frauds, it is advised that the Application Form number / folio number and name of the first Investor should be written at the back of the cheque / draft before they are handed over to any courier / distributor / Official Points of Acceptance.

Note: Returned cheques will not be presented again for collection and the accompanying application forms shall not be considered for allotment. In case the returned cheque(s) are presented again the necessary charges are liable to be debited to the Investor.

Important

As per the directive issued by SEBI vide their letter IIMARP/CIR/07/826/98 dated April 15, 1998, it is mandatory for applicants to mention their bank account numbers in their applications for Purchase or Redemption of Units. This is to prevent fraudulent encashment of Dividend/Redemption/ refund cheques. If the data is not provided, neither the Fund (or the Trustees) nor the AMC will be liable for any delay/non receipt of refund, Redemption/Dividend payments.

Note: The Trustees, at its discretion at a later date, may choose to alter or add other modes of payment in accordance with the applicable Laws.

1. Restrictions on acceptance of third party payments

The Mutual Fund / AMC shall not accept applications for subscriptions of Units which are accompanied by Third Party Payments. "Third Party Payments" means the following:

- a) When payment is made through instruments issued from an account other than that of the beneficiary Investor, the same is referred to as Third Party Payment.
- b) In case of payments from a joint bank account, the first holder of the Mutual Fund folio has to be one of the joint holders of the bank account from which payment is made.

However, in the following exceptional situations, applications with Third Party Payments would be accepted subject to submission of documents and declarations:

- a) Payment by parents/grand-parents/related persons on behalf of a minor in consideration of natural love and affection or as gift for a value not exceeding Rs. 50,000/- (each regular Purchase or per SIP /VIP installment). However this restriction of Rs 50,000/- will not be applicable for payment made by a guardian whose name is registered in the records of Mutual Fund in that folio (i.e. father or mother or court appointed legal guardian).
- b) Payment by employer on behalf of employee under Systematic Investment Plans/Value Averaging Investment Plans through payroll deductions.
- c) Custodian on behalf of a FII or a client.

The additional documents and declarations required to be submitted alongwith the applications with Third Party Payments for exceptional situations are mentioned above are:

- a) mandatory KYC for Investor/Unit holder and the person making the payment. Investors/Unit holder and the person making the payment should submit the KYC Acknowledgement Letter alongwith the Application Form for Purchase of Units.
- b) duly filled and signed declaration from the Investor/Unit holder and the person making the payment. Declaration by the person making the payment should give details of the bank account from which the payment is made and the relationship with the beneficiary.

In case the Investor/Unit holder is a minor, then the KYC Acknowledgement Letter and declaration to be submitted shall be of the minor and the guardian.

Investors/Unit holders are requested to take note of the following:

- a) Where the application for Purchase of Units is accompanied by a cheque then the Investor/Unit holder at the time of their Purchase must provide the details of their pay-in bank account (i.e. account from which a subscription payment is made) and their pay-out bank account (i.e. account into which Redemption/Dividend proceeds are to be paid). Identification of third party cheques by the AMC/Mutual Fund/Registrar & Transfer Agent will be made by matching the name/signature on the investment cheque with the name/signature of the first applicant available on the Application Form 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 if the signature on the said cheque does not match with that of the first 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).
- b) Where the application is accompanied by a Pay Order, Demand Draft, Banker's cheque, etc., a certificate in original from the issuing banker on its letter head must accompany the application for Purchase, stating the account holder's name and the account number which has been debited for issue of the instrument. Such a certificate should be certified by the bank manager with his/her full signature, name, employee code, bank seal and contact number. The account number mentioned in the certificate should be a pre-registered bank account or the first named Unit holder/Investor should be one of the account holders of such bank account.
- c) An application for Purchase which is accompanied by pre-funded instrument issued by the bank against cash shall be accepted for investments less than Rs. 50,000/-. The Investor shall submit a certificate in original from the banker on its letter head giving name, address and PAN (if available) of the person who has requested for the demand draft. This certificate should be certified by the bank manager with his/her full signature, name, employee code, bank seal and contact number.
- d) An application for Purchase for which payment is made by RTGS, NEFT, ECS/NACH, bank transfer, etc., must be accompanied by a copy of the instruction to the bank stating the account number debited. The account number mentioned in the instruction for the transfer to the bank should be a pre-registered bank account or the first named Unit holder/Investor should be one of the account holders of the bank account from which the instructions for fund transfer has been provided.

Unit holders/Investors availing MFSS of NSE or BSE STAR MF of BSE for Subscription / Redemption of Units of unlisted Schemes and buying Units of listed Schemes on NSE and BSE will have to comply with rules and regulation of the relevant stock exchanges.

The above list is indicative and not exhaustive. The Mutual Fund / AMC may adopt any other procedure it deems fit in order to ascertain whether the application for Purchases are accompanied by Third Party Payments and reserves the right to change/alter the above provisions.

The Mutual Fund / AMC reserves the right at its absolute discretion to reject/not process Application Form(s) / Transaction Slip(s) which does not comply with the above provisions and refund the application money. The Mutual Fund / AMC will not be liable in any manner whatsoever for such rejections.

2. Registration of multiple bank accounts

- Investors/Unit holders can register multiple bank accounts. Investors/Unit holders have to register one of the registered bank accounts as the default bank account for credit of Redemption and Dividend proceeds. The Investor/Unit holder, may however, specify any other registered bank accounts for credit of Redemption proceeds at the time of requesting for the Redemption.
- Investors/Unit holders can delete the registered bank account. However, Investor/Unit holders shall not be allowed to delete a default bank account unless they register another registered account as a default account.
- Investors/Unit holders can change their bank account provided that the Mutual Fund / AMC may provide a cooling off period of upto 10 calendar days for validation and registration of revised/default bank account.
- Investors are requested to avail this facility for registration/deletion/change of bank accounts by filling and signing the Multiple Bank Account Registration Form and sending the same along with additional documents and declarations, to Karvy Computershare Pvt. Ltd., Registrar & Transfer Agents of the Mutual Fund. Investors are requested to note the terms and conditions mentioned in the Multiple Bank Account Registration Form. The Mutual Fund / AMC may request for any additional documents/declarations as it may deem fit for registration/deletion/change of bank accounts.
- Individuals / Hindu Undivided Families can register up to 5 different bank accounts for a folio and non-individuals can register up to 10 different bank accounts for a folio by using the Multiple Bank Account Registration Form.

3. Introduction of National Automated Clearing House (NACH) mandate facility for Systematic Investment Plan (SIP) / Value Averaging Investment Plan (VIP) Auto Debit :

Investors / Unit holders are advised to take note that all new / renewal SIP Auto Debits has to be mandatorily given on NACH Auto Debit mandate with immediate effect. The NACH Registration Form is available on our website www.gsam.in and designated Investor Service Centers (ISCs) of Karvy Computershare Private Limited.

NACH is a centralised system, launched by National Payment Corporation of India (NPCI) for consolidation of multiple Electronic Clearing Service system. NACH facility can be availed only if the Investor's Bank is a participating Bank in NACH Platform. Investors are requested to check with their respective banks before submitting the SIP registration request at the designated ISC. Existing Investors who wish to invest in SIP through NACH, will have to cancel the existing ECS mandate and register under NACH.

Application by non-individual Investors

In case of an application by a company, body corporate, society, mutual fund, trust or any other organisation not being an individual, a duly certified copy of the relevant resolution or a document providing evidence of the authority of the organisation to invest in units of mutual fund(s) such as the Schemes, along with the updated specimen signature list of authorised signatories must be lodged along with the Application Form / Transaction Slip at the Official Points of Acceptance, if not submitted earlier. Further, the AMC may require that a copy of the incorporation deeds / constitutive documents (e.g. memorandum of association and

articles of association) and such other documents, as may be required by the AMC, be submitted.

Application by NRIs, FIIs, FPIs:

NRIs/ PIOs:

In terms of Schedule 5 of Notification no. FEMA 20/2000 dated May 3, 2000, the RBI has granted general permission to NRIs to Purchase, on repatriation basis, units of domestic mutual funds. Further, the general permission is also granted to NRIs to sell the units to the mutual funds for repurchase or for the payment of maturity proceeds, provided that the Units have been Purchased in accordance with the conditions set out in the aforesaid notification. For the purpose of this section, the term “mutual funds” is as referred to in Clause (23D) of Section 10 of Income-Tax Act 1961. However, NRI Investors, if so desired, also have the option to make their investment on a non-repatriable basis.

In case Indian rupee drafts are Purchased abroad or subscribing through Non-Resident (External) Rupee Account (NRE) / Foreign Currency (Non-Resident) Account (FCNR), an account debit certificate from the bank issuing the draft confirming the debit / foreign inward remittance certificate shall also be enclosed along with the Application Form(s). In case the debit certificate is not provided, the AMC reserves the right to reject the application of the NRI Investors.

In the case of NRIs/PIOs, payment may be made either by inward remittance through normal banking channels or out of funds held in a Non-Resident (External) Rupee Account (NRE) / Foreign Currency (Non-Resident) Account (FCNR). In case of NRIs seeking to apply on a non-repatriation basis, payment may be made by inward remittance through normal banking channels or by debit to the NRE/FCNR/Non-Resident Ordinary Rupee (NRO) account maintained with the authorized dealer.

FIIs / FPIs :

In terms of Schedule 5 of Notification no. FEMA 20/2000 dated May 3, 2000, the RBI has granted general permission to a registered FII / a registered Foreign Portfolio Investor (“**FPI**”) to Purchase on a repatriation basis units of domestic mutual funds subject to the conditions set out in the aforesaid notification. A registered FPI means a person registered in accordance with the provisions of SEBI (Foreign Portfolio Investors) Regulations, 2014, as amended from time to time. Further, the general permission is also granted to FIIs/FPIs to sell the units to the mutual funds for repurchase or for the payment of maturity proceeds, provided that the Units have been Purchased in accordance with the conditions set out in the aforesaid notification. For the purpose of this section, the term “mutual funds” is as referred to in Clause (23D) of Section 10 of Income-Tax Act 1961. FIIs/FPIs may pay for such units either by inward remittance through normal banking channels or out of funds held in a Non-Resident Rupee Account maintained with the designated branch of an authorised dealer in accordance with applicable Laws and the relevant foreign exchange management regulations.

Transactions under Power of Attorney (“PoA”)

An Investor wishing to transact through a power of attorney must lodge the photocopy of the PoA duly attested by a notary public or consularised for foreign Investors or submit the original PoA (which will be returned after verification). Applications are liable to be rejected if the PoA is not submitted. The enclosure of original PoA should be duly indicated in the Application Form / Transaction Slips. Further, the PoA holder and the Investor are both required to be KYC compliant in their individual capacities and attach each of their respective KYC Acknowledgement Letters with the Application Form. Please refer to the Section “Prevention of Money Laundering Act, 2002 and Know Your Client Requirements” in this

Statement of Additional Information for further details in this regard.

Subscriptions by Minor and Investments of the minor Investor on attaining majority:

Based on the recommendation of NISM on “**Operational Risk Issues in Mutual Fund Investor Service Process**” with respect to investments on behalf of minor, set out below are (i) the requirements to be complied with for subscription of Units in physical mode (i.e. through account statement and not in demat mode) by minor through their guardians, (ii) information on investments of the minor Investor on attaining majority, and (iii) procedure for change of guardian:

A. “On behalf of minor” accounts

1. A minor can only be the first and sole holder in an account. There cannot be any joint account holder with a minor as the first or joint holder.
2. Guardian in the folio on behalf of the minor should either be a natural guardian (i.e. father or mother) or a court appointed legal guardian.
3. Information on the relationship / status of the guardian as father, mother or legal guardian shall mandatorily have to be mentioned in the Application Form.
4. In case of natural guardian, a document evidencing the relationship shall be required to be submitted if the same is not available as part of the documents submitted in support of date of birth.
5. In case of court appointed legal guardian, supporting documentary evidence shall be required to be submitted.
6. The following documents evidencing the date of birth of the minor shall mandatorily be required to be submitted:
 - a. Birth certificate of the minor, or
 - b. School leaving certificate / Mark sheet issued by Higher Secondary Board of respective states, ICSE, CBSE etc., or
 - c. Passport of the minor, or
 - d. Any other suitable proof evidencing the date of birth of the minor.

B. Investments of Minor Investor on Attaining Majority – Status Change:

When the Units are held on behalf of the minor, the ownership of the Units rests with the minor. A guardian operates the account until the minor attains majority.

1. Prior to minor attaining majority, the AMC / the Mutual Fund will send advance notice to the registered correspondence address advising the guardian and the minor to submit an Application Form along with prescribed documents (as mentioned below) to change the status of the account to “major”. The notice will clearly state that the guardian cannot undertake any financial and non-financial transactions including fresh registration of Systematic Transfer Plan (“STP”), Value Averaging Transfer Plan (“VTP”), SIP, VIP and Systematic Withdrawal Plan (“SWP”) or such other special facilities provided by the Schemes from time to time, after the date of the minor attaining majority till the time the Application Form along with the prescribed documents are received by the AMC / Mutual Fund. Existing standing instructions like SIP, VIP, STP, VTP, SWP registered prior to the minor attaining majority will continue to be processed beyond the date of the minor attaining majority till the time an instruction from the major to terminate the standing instruction is received by the AMC

/ Mutual Fund along with the application and prescribed documents. The standing instruction will be terminated within 30 Working Days of receiving the instruction.

2. The account will be frozen for operation by the guardian on the day the minor 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.
3. Following is the list of standard documents required to change account status from minor to major:
 - a. Services Request Form, duly filled and containing details like name of major, folio numbers, etc.
 - b. New bank mandate where account changed from minor to major,
 - c. Signature attestation of the major by a manager of a scheduled bank / bank certificate / letter,
 - d. KYC Acknowledgement Letter of the Unit holder.

C. Change in guardian

When there is a change in guardian either due to mutual consent or demise of the existing guardian, the following documents will be required to be submitted to the AMC / Mutual Fund in order to register the new guardian:

1. Request letter from the new guardian,
2. No Objection Letter (“NoC”) or consent letter from existing guardian or court order for the new guardian, in case the existing guardian is alive.
3. Notarized copy or attested copy of the death certificate of the deceased guardian, where applicable. The attestation may also be done by a special executive magistrate, AMC / Mutual Fund authorised official or manager of a scheduled bank.
4. The new guardian must be a natural guardian (i.e. father or mother) or a court appointed legal guardian. In case of a natural guardian, a document evidencing the relationship shall be required to be submitted if the same is not available as part of the documents submitted as per point A6 above. In case of court appointed legal guardian, supporting documentary evidence shall be required to be submitted.
5. Bank attestation attesting the signature of the new guardian in a bank account of the minor where the new guardian is registered as the guardian.
6. KYC of the new guardian.

Mechanism of NSE & BSE for subscription and Redemption of Units of Schemes other than ETF Schemes

Pursuant to SEBI Circular No. SEBI/IMD/CIR No. 11/183204 dated November 13, 2009 Units of the non-ETF Schemes of Goldman Sachs Mutual Fund and GS Liquid BeES are being offered for Subscription / Redemption on NSE and BSE.

The salient features of this new facility for Subscription / Redemption are as follows:

- (i) This facility will be available for both existing Unit Holders and new investors.
- (ii) This facility is available subject to such limits, operating guidelines, terms and conditions as may be prescribed by NSE/BSE from time to time.
- (iii) This facility for Subscription and Redemption is available through all the trading members of NSE/BSE who are registered with Association of Mutual Funds of India (“AMFI”) and are empanelled as distributors with Goldman Sachs Mutual Fund.
- (iv) The eligible AMFI certified trading members of NSE/BSE will be considered as the Official Points of Acceptance of Goldman Sachs Mutual Fund.
- (v) For GS Liquid BeES, the Investors can through this facility subscribe to Units for a minimum amount of Re. 1 and in multiples thereof. Further, Investors can through

this facility Redeem a minimum of 0.001 Units of GS Liquid BeES and in multiples thereof.

- (vi) The Units of the Schemes other than GS Liquid BeES which are available through this facility are not listed on NSE/BSE and the same cannot be traded on NSE/BSE.
- (vii) Unit Holders/Investors who wish to avail this facility should register with trading members of NSE/BSE who are registered with AMFI, by submitting required documentation as prescribed.
- (viii) Investors who wish to avail this facility have to comply with the KYC norms as prescribed, from time to time, by NSE/BSE/ NSDL/CDSL and Goldman Sachs Mutual Fund.
- (ix) Where the Investor desires to hold the Units in dematerialised form, the KYC performed by Depository Participant would be considered compliance with applicable requirement of SEBI.
- (x) An Investor has an option to subscribe the Units of the non-ETF Schemes in physical or dematerialised form. However, Units of GS Liquid BeES will be issued only in demat form.
- (xi) Application for Subscription / Redemption of Units which are incomplete or invalid are liable to be rejected.
- (xii) At present Investors can avail this facility between 9 a. m. and 3 p. m. Time stamping as evidenced by confirmation slip given by the trading member shall be considered for the purpose of determining Applicable NAV and Cut-off time for the transaction. The Cut-off time as mentioned in the SID and KIM of the respective Schemes will be applicable for such transactions.
- (xiii) Investors who Subscribe/Redeem Units in physical mode will be provided with an account statement issued by Goldman Sachs Mutual Fund. For investors who Subscribe/Redeem Units in dematerialised mode, the holding statement as issued by the Depository Participant would be deemed to be adequate compliance with requirements of SEBI regarding despatch of statements of account.
- (xiv) In case existing Investors holding Units in physical mode wish to convert their Units in dematerialised mode, Goldman Sachs Mutual Fund will facilitate the same through Registrar & Transfer Agents, Depositories and Depository Participants.
- (xv) For any changes/modification in non-financial transaction like change of address, change in bank account details, etc, the investor should approach Goldman Sachs Mutual Fund if the Units are held in physical form and their Depository Participant if the Units are held in dematerialised form.

All other terms, conditions and other matters as mentioned in the SAI, SID and KIM shall remain unchanged. The Trustee reserves the right to change/modify the features of this facility at a later date.

Mechanism for transactions through clearing members of the registered Stock Exchanges and Depository Participants of registered Depositories

Pursuant to SEBI circular CIR/IMD/DF/1 7/2010 dated November 9, 2010, Units of Schemes of the Mutual Fund would be permitted to be transacted through clearing members of the registered Stock Exchanges and Depository Participants of registered Depositories would be permitted to process only Redemption request of Units held in demat form.

For Investors / Unit holders having demat account and Purchasing and Redeeming Units through stock brokers and clearing members, the following shall be applicable:

- Receive Redemption amount (if Units are Redeemed) and Units (if Units are Purchased) through broker/clearing member's pool account. The Mutual Fund / AMC would pay proceeds to the broker/clearing member (in case of Redemption) and broker/clearing member in turn to the respective Investor and similarly Units shall be credited by the Mutual Funds

/AMC into broker/clearing member's pool account (in case of Purchase) and broker/clearing member in turn to the respective Investor.

- Payment of Redemption proceeds to the broker/clearing members by the Mutual Fund /AMC shall discharge the Mutual Fund /AMC of its obligation of payment to individual Investor. Similarly, in case of Purchase of Units, crediting Units into broker/clearing member pool account shall discharge the Mutual Fund /AMC of its obligation to allot Units to individual Investor.

SEBI, pursuant to its Circular no. CIR/MRD/DSA/32/2013 dated October 4, 2013 extended the above facility for purchasing and redeeming mutual fund units through the stock exchange platform to mutual fund distributors (registered with the Association of Mutual Funds in India and permitted by the concerned stock exchange) enabling such mutual fund distributors to use recognised stock exchanges' infrastructure to purchase and redeem mutual fund units directly from the Fund/AMC on behalf of their clients who hold the units in demat form. SEBI, pursuant to its Circular no. CIR/MRD/DSA/33/2014 dated December 9, 2014 extended this facility to non demat unit holders as well. As a result demat as well as non demat Investors may now Redeem and Purchase Units through mutual fund distributors registered with the Association of Mutual Funds in India and permitted by the concerned stock exchange through the stock exchange platform.

The following may be noted in this regard:

- Clearing members and Depository Participants will be eligible to be considered as Official Points of Acceptance as per SEBI Circular No. SEBI/IMD/CIR No.11/78450/06 dated October 11, 2006 and conditions stipulated in SEBI Circular dated November 13, 2009 for stock brokers viz. AMFI /NISM certification, code of conduct prescribed by SEBI for Intermediaries of mutual fund, shall be applicable for such clearing members and Depository Participants as well.
- Stock exchanges and Depositories shall provide Investor grievance handling mechanism to the extent they relate to disputes between their respective regulated entity and their client and shall also monitor the compliance of code of conduct specified in the SEBI Circulars MFD/CIR/20/23230/02 dated November 28, 2002 and SEBI/IMD/08/1 74648/2009 dated August 27, 2009 regarding empanelment and code of conduct for intermediaries of Mutual Funds.

Applications through ASBA

“Applications Supported by Blocked Amount” or “ASBA”: An application containing an authorization given by the Investor to block the application money in the Investor's specified bank account towards the subscription of Units offered during the NFO of the Schemes of Goldman Sachs Mutual Fund. If an Investor is applying through ASBA facility, the application money towards the subscription of Units shall be debited from the Investor's specified bank account only if application of the Investor is selected for allotment of Units.

Investors under ASBA can also subscribe to NFO of the Schemes by making physical or electronic application through Self Certified Syndicate Bank (“SCSB”) for utilising ASBA facility. Self Certified Syndicate Bank/ SCSB means a bank registered with SEBI to offer the facility of applying through the ASBA process. ASBAs can be accepted only by SCSBs, whose names appear in the list of SCSBs as displayed by SEBI on its website at www.sebi.gov.in.

Additional mode of payment through ASBA facility:

Pursuant to SEBI circular vide ref no. SEBI/IMD/CIR No. 18/198647/2010 dated March 15, 2010, an Investor can subscribe to the Units during NFO through ASBA facility by applying

in the ASBA application form and following the procedure as prescribed therein.

Benefits of Applying through ASBA facility:

- a) The Investor need not issue a cheque or a demand draft, as the Investor needs to submit the ASBA application form accompanying an authorization to block the account to the extent of application money towards subscription of Units of the Scheme in the NFO. The Investor can use the balance money, if any, for other purposes.
- b) Release/unblocking of blocked funds after allotment is done instantaneously.
- c) As the application amount remains in the Investor's bank account, the Investor continues to earn interest till the allotment is made.
- d) Refunds of money to the Investors do not arise as the application money towards subscription of Units is debited only on the allotment of Units.
- e) Investor deals with a known intermediary (i.e. his/her/their own bank).

ASBA Procedure

- i) An Investor intending to subscribe to the Units of the Scheme during the NFO through ASBA facility shall submit a duly completed ASBA application form to a SCSB with whom such Investor's bank account is maintained.
- ii) The ASBA application form towards the subscription of Units can be submitted through one of the following modes:
 - submit the form physically with the designated branches of SCSB ("**Physical ASBA**"); or
 - submit the form electronically through the internet banking facility offered by the SCSB ("**Electronic ASBA**").
- iii) 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 he has applied for.
Note: The application would be rejected by the bank, 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 of the Scheme in the NFO.
- iv) On acceptance of Physical ASBA or Electronic ASBA, the SCSB shall block funds available in the specified bank account to the extent of application money specified in ASBA application form.
- v) Application money towards the subscription of Units shall be blocked in the account until (i) allotment of Units is made or (ii) the application is rejected.
- vi) 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.
- vii) The list of SCSBs and their DBs where ASBA application form can be submitted is available on the websites of BSE (www.bseindia.com), NSE (www.nseindia.com) and SEBI (www.sebi.gov.in) and shall also be given in the ASBA application form.

Grounds for Technical Rejections of ASBA application forms

ASBA application forms can be rejected, at the discretion of Registrar and Transfer Agent of Goldman Sachs Mutual Fund or AMC or SCSBs including but not limited on the following grounds:-

- i) Applications by persons not competent to contract under the Indian Contract Act, 1872, including but not limited to minors, insane persons etc.
- ii) Mode of ASBA i.e. either physical ASBA or electronic ASBA is not selected or ticked.
- iii) ASBA application form without the stamp of the SCSB.
- iv) Application by any person outside India if not in compliance with applicable foreign and Indian Laws.
- v) Bank account details not given/incorrect details given.
- vi) Duly certified Power of Attorney, if applicable, not submitted along with the ASBA application form.
- vii) 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.

viii) The application would be rejected by the bank, 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 of the Scheme in the NFO.

Mechanism for Redressal of Investor Grievances

All grievances relating to the ASBA facility may be addressed to the respective SCSBs, giving complete details such as name & address of the applicant, number of Units applied for, counterfoil or the application reference given by the SCSBs or controlling branches/designated branches of SCSBs, amount paid on application and the designated branch or the collection centre of the SCSB where the application form was submitted.

If the SCSB is not able to resolve the grievance, Investors should write to M/s. Karvy Computershare Pvt. Ltd. (Karvy), Hyderabad, Registrar and Transfer Agent of Goldman Sachs Mutual Fund or to Mr. Rajdeep Basu, Investor Relation Officer of Goldman Sachs Mutual Fund at Ground Floor, Prince Ville, Embassy Golf Link Business Park, Off Intermediate Ring Road, Domlur, Bengaluru – 560071.

Mode of holding

Applicants must specify the 'mode of holding' in the Application Form. If an application is made by one Unit holder only, then the mode of holding will be considered as 'single'.

If an application is made by more than one Investor, they have an option to specify the mode of holding as either 'joint' or 'anyone or survivor'. If the mode of holding is specified as 'anyone or survivor', an instruction signed by any one of the Unit holders will be acted upon by the Fund. It will not be necessary for all the Unit holders to sign the instructions. If an application is made by more than one Investor, if the Investor has not mentioned the mode of holding, it shall be deemed as 'anyone or survivor'.

In the event an account has more than one registered owner, the first named Unit holder (as determined by reference to the original Application Form) shall receive all account statements, notices and correspondence with respect to the account, as well as the proceeds of any Redemption requests or Dividends or other distributions. In addition, such Unit holder shall have voting rights associated with such Units, as per the applicable guidelines.

If the mode of holding is specified as 'Joint', all instructions to the Fund would have to be signed by all the Unit holders, jointly. The Fund will not be empowered to act on the instruction of any one of the Unit holders in such cases. In case of death / insolvency of any one or more of the persons named in the register of Unit holders as the joint holders of any Units, the AMC shall not be bound to recognise any person(s) other than the remaining holders. In all such cases, Redemption proceeds shall be paid to the first named of such remaining Unit holders.

Units held in electronic form with the Depository shall adhere to the rules of the Depository for operation of such DP accounts.

Status of First Applicant

In the event that the Investor has not mentioned the status of the first applicant, (i.e. whether the first applicant is an individual, HUF, company, etc.), it shall be deemed as 'others' and the tax rates (including the tax on Dividend distribution) applicable to a resident Indian company would be applicable to such an Investor.

III. RIGHTS OF UNIT HOLDERS OF THE SCHEMES

1. Unit holders of the Schemes have a proportionate right in the beneficial ownership of the assets of the Schemes.
2. The Mutual Fund shall allot Units / refund money and dispatch account statement/allotment advice to Unit holders within a period of five (5) business days (15 days in case of a RGESS scheme) from the closure of the NFO of the relevant Scheme and/ or from the date of receipt of the request from the Investor / Unit holder. All Schemes (except Equity Linked Saving Scheme (“ELSS”), if any) shall be available for ongoing repurchase/ Redemption within a period of five (5) business days of allotment of Units of the Scheme. When the Mutual Fund declares a Dividend under the Schemes, the Dividend warrants shall be dispatched within 30 days of the declaration of the Dividend. Further, in case of a Unit holder in a close ended scheme listed on a recognised stock exchange, Units in dematerialised form will be issued within 2 working days of the receipt of request from the Unit holder. Pursuant to SEBI Circular dated August 18, 2010, Units of all mutual fund schemes held in demat form will be freely transferable. However, restrictions on transfer of Units of ELSS schemes during the lock-in period shall continue to be applicable as per the ELSS Guidelines (effective from October 13, 2010). Further as per SEBI Circular dated May 19, 2011, with effect from October 1, 2011, all Investor / Unit holders of the Schemes of the Fund will be provided an option to receive allotment / hold Units of the Schemes in dematerialized form. The provision to receive allotment / hold units of the Schemes in dematerialized form shall not be applicable to units offered under the Value Averaging Investment Plan (VIP) of Goldman Sachs CNX 500 Fund.
3. The Mutual Fund shall dispatch Redemption proceeds within 10 working days of receiving the Redemption request. In the event of failure to dispatch the Redemption proceeds within the above time, interest at such rate as may be specified by SEBI, would be paid to the Unit holders for the period of delay.
4. The Trustees are bound to make such disclosures to the Unit holders as are essential in order to keep the Unit holders informed about any information known to the Trustees which may have a material adverse bearing on their investments.
5. The appointment of the AMC for the Fund can be terminated by a majority of the directors of the Trustee Company or by Unit holders representing 75% of the Units of a particular Scheme of the Fund and any change in the appointment of the AMC shall be subject to the prior approval of SEBI and the Unit holders of the respective Schemes.
6. Unit holders representing 75% of the Units of a particular Scheme can pass a resolution to wind- up a Scheme.
7. The Trustee shall obtain the consent of the Unit holders:
 - i) whenever required to do so by SEBI, in the interest of the Unit holders.
 - ii) whenever required to do so if a requisition is made by Unit holders representing 75% of the Units of the Scheme.
 - iii) when the Trustee decides to wind up the Scheme or prematurely Redeem the Units of a Scheme.

The Trustees shall ensure that no change in the fundamental attributes of any Schemes or the Mutual Fund or fees and expenses payable or any other change which would modify the Schemes and materially affects the interest of Unit holders, shall be carried out unless:

- i) 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

- ii) the Unit holders are given an option to exit at the prevailing NAV without any Exit Load.

- 8. Subject to the SEBI Regulations and the guidelines issued by SEBI, in specific circumstances, where the approval of the Unit holders of the Schemes is sought on any matter, the same will be obtained by way of a postal ballot or such other means as may be approved by SEBI or as may be prescribed by SEBI.
- 9. Unit holders have the right to inspect all the documents listed under "Documents Available for Inspection" in this Statement of Additional Information.

10. Voting Right of the Unit holders

Subject to the provisions of the SEBI Regulations as amended from time to time, the consent of the Unit holders shall be obtained, if necessary through postal ballot/mail or any other mode, in consultation with SEBI, if required. Each Unit holder shall be entitled to one vote for each Unit held in respect of each resolution to be passed. Detailed modalities of the same, including the principles for entitlement of votes for each Unit holder will be finalized in consultation with and after obtaining the approval of Trustee and of SEBI, if required.

All issues to be voted upon will be intimated to Unit holders by mail/courier. The Trustees would fix a record date to determine the Unit holders who would be eligible to vote. Unit holders are entitled to one vote per Unit held on all matters to be voted upon by Unit holders. Issues to be put to vote will be sent out to Unit holders of record along with an explanation from the Trustee as to why the vote is being requested. A ballot paper will also be sent to Unit holders. In case of joint holders, the ballot paper shall be sent to the first named holder. Unit holders will be requested to respond by mailing back their ballot paper by a specified cut-off date. Duly completed and signed ballots received on or before the close of working hours on the cut-off date would be considered a valid ballot. Valid ballots will be counted and if more than 50% of the valid ballots received vote for the proposal then the proposal will stand carried and will be made binding on all Unit holders in the Scheme. Unit holders who oppose the proposal will be allowed to Redeem their holdings in the Scheme in the manner specified by SEBI Regulations. As each ballot may contain more than one proposal, Unit holders who cast a negative vote on any one of the proposals will be allowed to Redeem their holdings in the Scheme as aforesaid. Unit holders will be informed of the results of the voting either by mail or through an advertisement or by such other means as may be decided by the Trustee. All proposals that have been accepted by Unit holders will come into effect on the next Business Day following the date on which the valid ballots were counted or any other date as specified in advance to Unit holders. In all matters to be voted upon the Unit holders will be requested to return their ballots to the offices of the Scheme's Registrar & Transfer Agent ("**R&T Agent**") and the R&T Agent will conduct the counting of the ballots in the presence of an independent third party. Unit holders can inspect the votes cast, if so required by them, at the office of the R&T Agent in Mumbai. The votes will be preserved for a period of one month after the cut-off date. The Mutual Fund shall follow any other voting policy specified or agreed by SEBI for seeking Unit holders consent.

11. Efficient and Timely Processing of Transactions

The Mutual Fund endeavours to process investor applications in an efficient and timely manner. The Mutual Fund provides the following services:

Investor Service Centres of the AMC, and of the Registrar in major metros, details of which are provided on the website of the Mutual Fund.

The AMC presently has an arrangement / agreement / contract / service level agreement with the Registrar who has set up Investor Service Centres in various cities. Over a period of time, the AMC will endeavour to add further Investor Service Centres and / or sales offices in other cities.

Each Investor Service Centre of the AMC provides investors with requisite information and help in processing transactions in the Schemes of the Fund.

Process transactions in a timely manner.

Under normal circumstances, the Fund will endeavour to complete monetary transactions such as dispatch of Redemption proceeds generally within 3 Working Days but not later than 10 Working Days from the date of Redemption from the Schemes at the Official Points of Acceptance.

Ordinarily, non-monetary transactions or requests such as change of address, bank details, etc. will be processed (with the exception of issue of Unit certificates) within 10 calendar days under the Schemes.

Investors should note that completion of monetary / non-monetary transactions within the respective number of Working Days as indicated above, would be done on "reasonable efforts" basis and completion of all such transactions are subject to the time limits as prescribed under the SEBI Regulations.

12. Information about the Schemes

In addition to the periodic disclosures by the AMC mentioned in the SID, the AMC may produce and mail to existing Unit holders, periodic reports on the functioning of the Fund and the Schemes. The same may also be placed on the AMC's website (www.gsam.in) to provide existing and potential investors with a summary of the current thinking of the AMC and outline the investment strategy with respect to the Schemes.

Subject to the Unit holder providing such documents as the Trustees / AMC may deem fit and necessary, the Trustees / AMC may in its absolute discretion, and in compliance with and as may be required under applicable Laws and the SEBI Regulations, authorise the disclosure to such Unit holder of information pertaining to the Schemes. The Trustees / AMC may not supply information to any Unit holder under circumstances where it reasonably believes that such disclosure involves a material risk of information being utilised contrary to the best interests of the Unit holders of the Schemes.

13. Receiving Account Statement / Correspondence by e-mail / SMS

The AMC will encourage the investors to provide their e-mail addresses for all correspondence. The AMC will endeavour to send account statements and any other correspondence (in accordance with the SEBI Regulations) including annual reports using e-mail as the mode for communication in case e-mail addresses of Unit holders is available with the AMC or such other mode as may be decided from time to time.

In the event the Unit holder has provided a mobile number in the Application Form, then upon allotment of Units to the Unit holder, the AMC may send the account statement/allotment advice/transaction advice confirming the number of Units allotted to

the Unit holder by SMS on such registered mobile number of the Unit holder.

The Unit holder will be required to download and print the account statement after receiving the e-mail from the AMC. Should the Unit holder experience any difficulty in accessing the electronically delivered account statement, the Unit holder shall promptly advise the AMC to enable the AMC to make the delivery through alternate means. Failure to advise the AMC of such difficulty within 24 hours after receiving the e-mail will serve as an affirmation regarding the acceptance by the Unit holder of the account statement.

It is deemed that the Unit holder is aware of all security risks including possible third party interception of the account statements and content of the account statements becoming known to third parties.

Subject to applicable Laws, the Fund or anyone involved in creating, producing, delivering or managing the account statements of the Unit holders, shall not be liable for any direct, indirect, incidental, special or consequential damages that may result from the use of or inability to use the service or out of the breach of any warranty. The use and storage of any information including, without limitation, the password, account information, transaction activity, account balances and any other information available on the Unit holder's personal computer is at the risk and sole responsibility of the Unit holder.

14. Consolidated Account Statement (“CAS”):

Pursuant to Regulation 36 of SEBI (Mutual Funds) Regulations, 1996 and amendments thereto, read with SEBI circular No. Cir/ IMD/ DF/16/ 2011 dated September 8, 2011, the Investor whose transaction** has been accepted by the AMC/Mutual Fund shall receive the following:

a) For Investors / Unit holders who do not have a demat account, the following shall be applicable:

- (i) On acceptance of the application for Subscription, an allotment confirmation specifying the number of units allotted by way of email and/or SMS within 5 Business Days (15 days from closure of the NFO in case of RGESS schemes) from the date of receipt of transaction request will be sent to the Unit holders registered e-mail address and/or mobile number.
- (ii) Thereafter, a consolidated account statement (CAS) for each calendar month will be sent on or before 10th of the succeeding month via mail/ e-mail to the Unit holder(s) in whose folio(s) transaction**(s) has/have taken place during the month. CAS shall contain details relating to all the transactions** carried out by the Investor across all schemes of all mutual funds during the month and holding at the end of the month including transaction charges, if any, paid to the Distributor.

**The word ‘transaction’ shall include purchase, redemption, switch, dividend payout, dividend reinvestment, systematic investment plan, systematic withdrawal plan, systematic transfer plan, value averaging investment plan, value averaging transfer plan and bonus transactions.

- (iii) Further, the Unit holder(s) will also receive CAS detailing holding across all schemes of all mutual funds at the end of every six months (i.e. September/ March), which shall be sent by mail/e-mail on or before 10th day of succeeding month, to all such Unit holders in whose folios no transaction has taken place during that period. The half yearly consolidated account statement will be sent by e-mail to the Unit holders whose e-mail address is available, unless a specific request is made to receive in physical form.
- (iv) With a view to create one record for all financial assets of every individual, SEBI vide its circular no. CIR/MRD/DP/31/2014 dated November 12, 2014 enabled a single consolidated view of all the investments of an investor in mutual funds and securities held in demat form with the Depositories.

In accordance with the above circular, the following changes have taken place in terms of sending CAS to the Unit holders. Unit holders who do not have demat account shall continue to receive the CAS from the AMC/RTA as per the existing practice set out above, whereas Unit holders having a demat account will receive CAS in the manner provided in paragraph (b) below.

b) For Unit holders having a demat account, the following changes shall be applicable:

- (i) Investors having mutual fund investments and holding securities in demat account shall receive a single CAS from the Depository. AMCs/ RTAs shall share the requisite information with the Depositories on monthly basis to enable generation of CAS. Consolidation of account statement shall be done on the basis of Permanent Account Number (PAN). In case of multiple holding, it shall be PAN of the first holder and pattern of holding. The CAS shall be generated on a monthly basis. If there is any transaction in any of the demat accounts of the Investor or in any of his mutual fund folios, Depositories shall send the CAS within ten days from the month end. In case, there is no transaction in any of the mutual fund folios and demat accounts then CAS with holding details shall be sent to the Investor on half yearly basis by the Depositories. However, in case of demat accounts with nil balance and no transactions in securities and in mutual fund folios, the requirement to send physical statement shall be applicable to Depository Participants as specified in SEBI circular no. CIR/MRD/DP/21/2014 issued on July 01, 2014.
- (ii) In case an Investor has multiple accounts across two Depositories; the Depository with whom the account has been opened earlier will be the default Depository.
- (iii) The Depository shall provide an option to the Investor to indicate negative consent if the Investor does not wish to receive CAS from the Depository. Where such an option is exercised, the concerned Depository shall inform the AMC/RTA accordingly and CAS shall be provided to such an Investor as provided in paragraph (a) above.
- (iv) The dispatch of CAS by the Depositories would constitute compliance by the AMC/ the Fund with the requirement under Regulation 36(4) of SEBI (Mutual Funds) Regulations. However, the AMC reserves the right to furnish the account statement in addition to the CAS, if deemed fit in the interest of Investor(s).

In case of a specific request received from the Unit holders, the AMC/Fund will provide the account statement to the investors within 5 Business Days from the receipt of such request.

Note: 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.

If a Unit holder of an open ended Scheme so desires, the AMC shall issue Unit certificates (non-transferable) to the Unit holder within 5 working days of the receipt of request for the certificate.

In case the Investor provides an email address in the Application Form, the account statement will be provided by the AMC/RTA only through email. Such email address will be considered as the registered email address of the Investor for all purposes by the AMC/ Mutual Fund.

For Investors holding Units of any of the Schemes of the Mutual Fund in demat mode the Depository Participant with whom the Unit holder has a Depository account will send a holding statement in accordance with the byelaws of the Depository. For Unit holders holding Units of the Scheme(s) in demat form, the holding statement issued by the Depository Participant would be deemed to be adequate compliance with requirements of SEBI regarding provision of account statements.

Investors to note that the above mentioned monthly / half yearly CAS will not be sent by the AMC/RTA to Unit holders opting to hold Units in demat mode.

The statement of holding of the beneficiary account holder for units held in demat will be sent by the respective depository participants periodically in accordance with the directions provided under SEBI Circular dated November 12, 2014 and/or such other directions from time to time.

15. Mailing of Annual Report or Abridged Summary:

Pursuant to Regulation 56 of SEBI (Mutual Funds) Regulations, 1996 and amendments thereto, read with SEBI circular No. Cir/ IMD/ DF/16/ 2011 dated September 8, 2011, the following provisions with respect to sending annual report of scheme(s) of the Mutual Fund or Abridged Summary thereof will be incorporated in SID and KIM of schemes of the Mutual Fund as applicable:

The scheme wise annual report or an abridged summary thereof shall be mailed/e-mailed to all Unit holders not later than 4 months (or such other period as may be specified by SEBI from time to time) from the date of closure of the relevant accounting year (i.e 31st March each year). In case of Unit holders who have provided their e-mail address, annual report or an abridged summary thereof will be sent in electronic form only to their e-mail address and not as physical copies. Full annual report/abridged summary thereof shall also be available for inspection at the Head Office of the Mutual Fund. The Unit holder may request for a physical copy of annual report or abridged summary thereof by writing to the Asset Management Company/Registrar and Transfer Agent. For Unit holders whose e-mail addresses are not available with the Mutual Fund or who have opted to receive annual report / abridged summary as physical copies, the AMC will continue to send physical copies of such reports thereof within the aforesaid time frame. Unit holders are requested to provide their e-mail address for registration in the database of the Mutual Fund. Scheme wise annual report and abridged summary thereof shall also be placed on the website of the Mutual Fund (www.gsam.in) and Association of Mutual Funds of India (www.amfiindia.com) and link for the same will be displayed prominently on the website of the Mutual Fund (www.gsam.in)

IV. INVESTMENT VALUATION NORMS FOR SECURITIES AND OTHER ASSETS

1. General Valuation Overview

This document contains the valuation procedures for India domiciled mutual funds sponsored by GSAM. While those vehicles share similarities with other regions, they may vary in some respects due to the requirements of local law and other applicable regulatory regimes or the manner in which specific fund administrators operate.

Valuation Framework in India

In line with SEBI requirements, as a mutual fund, Goldman Sachs Mutual Fund (GSMF) shall value its investments in accordance with the following overarching principles so as to ensure fair treatment to all investors including existing investors as well as investors seeking to purchase or redeem units of mutual funds in all schemes at all points.

- Valuation of investments shall be based on the principles of fair valuation i.e. valuation shall be reflective of the realizable value
- Valuation policies and procedures shall be approved by the board of the asset management company (AMC) and shall identify the methodologies that will be used for each type of security/ assets held by GSMF.
- Investments in new type of securities/ assets shall be made only after establishment of methodologies with the approval of the board of the AMC.
- Investments shall be consistently valued according to policies and procedures established
- Valuation policies and procedures shall be reviewed on a periodic basis and the Board of the AMC and Board of Trustees shall be updated of these developments at appropriate intervals
- Valuation policies and procedures shall be reviewed at least once in a financial year by an independent auditor
- The valuation policies and procedures should seek to address conflict of interest.
- In case of any conflict between the principles of fair valuation and valuation guidelines as per Eighth Schedule and circulars issued by SEBI, the principles of fair valuation shall prevail.

A. GSAM Valuation Committee

The Goldman Sachs Asset Management (India) Private Limited Valuation Committee (the “Committee”) is made up of representatives from Associate Directors of GSAMC, Chief Investment Officer, Chief Administrative Officer, Controllers, Legal, and IMD Controllers. The Committee meets quarterly to discuss new fair valuations, proposed changes in valuation policies, and other ad-hoc valuation related topics. The Committee also reviews and ratifies each fair valuation made by the Valuation Oversight Group (“VOG”).

B. Valuation Oversight Group

VOG monitors the valuation processes for GSAM’s pooled investment vehicles. VOG seeks to enhance accuracy, control, and efficiency in valuation of various instruments. In this capacity, VOG specifies and implements the valuation verification infrastructure, prepares and analyzes periodic valuation verification reports, provides value-added management reporting, and makes fair value calculations and recommendations.

VOG is a part of the Controllers Department within the Finance Division of Goldman Sachs and works closely with the Fund Controllers in each of the jurisdictions in order to establish valuation framework as appropriate and required by the local regulatory requirements.

2. Methodology for Valuing Portfolio Instruments

Below are the procedures defined by GSAMC under the regulations of SEBI with respect to valuing specific types of instruments held by India domiciled mutual funds.

In general, whenever possible, instruments should be valued using prices closest to, but no later than, the NAV calculation time.

Further, if any type of instrument which is not covered below but if covered under Eight Schedule and circulars issued by SEBI, the valuation methodology outlined therein will be adopted with due approval from the Valuation Committee.

A. Equity & Equity Related Instruments

(i) Equity shares (Domestic & Foreign), Preference Shares & Warrants

Trade Status	Valuation Policy
Traded	On the valuation day, at the last quoted closing price on the National Stock Exchange (NSE) being a primary exchange. If not traded on NSE, consider closing price on Bombay Stock Exchange (BSE) or other stock exchange where such security is listed.
Thinly traded (trading is both, less than INR 5 Lacs and the total volume is less than 50,000 shares in a calendar month)	Valuation will be the average of net worth value per share and the price computed on the basis of the PE ratio (after appropriate discount (by 75%) to industry PE), further discounted by 10% for illiquidity.
Non Traded (not traded on any stock exchange for a period of 30 days prior to the valuation date)	When a security is not traded on any stock exchange, on the date of valuation, the previous closing price on NSE/BSE or any other stock exchange will be used, provided such closing price does not exceed a period of 30 calendar days. In all other cases, Equity / Preference Shares: will be valued in accordance with the norms prescribed for thinly traded instruments listed as above. Equity Warrants: will be valued at the closing price of the underlying cash equity security as reduced by the exercise price / issuance price after applying appropriate discount. Rights: will be valued at the closing price of the underlying cash equity security as reduced by the exercise price. Where the rights are not treated pari-passu with the existing shares, suitable adjustment should be made to the value of rights. Demerger: If the spinoff company is not trading on a principal exchange, the value will be calculated as: Price of spinoff = (Closing Market Value of Parent Company prior to ex-date – Opening Market Value of Parent Company on ex-date)/ shares of spinoff

Foreign securities and American Depository Receipts (ADR) of Domestic Indian Companies will use the closing price on the stock exchange at which it is listed or at the last available traded price.

Global Depository Receipts (GDR) of Domestic Indian Companies, will be valued at the last available trade prices at 5.00 PM IST quoted on the exchange it is listed. For foreign securities, ADR & GDR, the exchange rate available on Reuters at 5:00 PM IST will be considered for conversion into INR. If it is not available on Reuters on a particular valuation day, the exchange rate available on Bloomberg / RBI will be used for conversion.

(ii) Equity Derivatives (Futures & Options)

Trade Status	Valuation Policy
Traded	On the valuation day, at the closing price provided by the respective stock exchanges.
Non Traded	When a security is not traded on the respective stock exchange on the date of valuation, the settlement price provided by the respective stock exchange.

B. Mutual Fund Units/Exchange Traded Funds

Product	Valuation Policy
Mutual Fund (MF) Unit	MF units shall be valued at closing NAV per unit published by the mutual fund
International MF Unit (IMF)	Last quoted closing price on the exchange at which it is listed or at the last available traded price. Unlisted MF units and listed untraded MF units would be valued at NAV (adjusted for load if any) on the valuation date.
Exchange Traded Fund	Last quoted closing price on NSE being a primary exchange, if not traded on NSE consider BSE closing price or other stock exchange where such ETF is traded Unlisted ETF units and listed untraded ETF units would be valued at NAV (adjusted for load if any) on the valuation date.

C. Gold

Valued at the AM fixing price of London Bullion Market Association ("LBMA") in USD per troy ounce for gold having a fineness of 995.0 parts per thousand, subject to the following:

- (a) adjustment for conversion to metric measure as per standard conversion rates
- (b) adjustment for conversion of US dollars into Indian rupees as per the RBI reference rate
- (c) Addition of:
 - transportation and other charges that may be normally incurred in bringing such gold from London to the place where it is actually stored on behalf of the mutual fund
 - notional customs duty and other applicable taxes and levies that may be normally incurred to bring the gold from the London to the place where it is actually stored on behalf of the mutual fund

Provided that the adjustment under clause (c) above may be made on the basis of a notional premium that is usually charged for delivery of gold to the place where it is stored on behalf of the Mutual Fund.

D. Fixed Income Securities

(a) Securities with residual maturities up to 60 days

(I) Traded Securities

The traded securities will be valued at weighted average price of all trades. The traded price will be considered if there are at least three trades aggregating to Rs. 100 crores or more

(II) Non Traded/ Thinly traded securities

The non traded / thinly traded securities will be valued at amortized cost based on last traded / valuation price***.

***These instruments will be valued as per the policy mentioned above but the yield under the existing method will be referenced against a benchmark matrix and the yield will be suitably adjusted if the difference is greater than +0.10%.

(b) Securities with residual maturities greater than 60 days

Debt securities with residual maturities above 60 days will be valued by aggregating the prices provided by CRISIL and ICRA or any other agency entrusted for the said purpose by the Association of Mutual Funds of India (AMFI). Newly issued securities for which prices are not available from CRISIL or ICRA will be valued at amortised cost on the day of purchase and the following non-business day(s), where applicable.

(c) Government Securities/ Treasury Bills

Government Securities / Treasury Bills will be valued at aggregated price provided by CRISIL / ICRA or any other agency entrusted for the said purpose by the Association of Mutual Funds of India (AMFI).

(d) Gold Deposit Scheme (GDS) / Gold Monetisation Scheme (GMS) will be valued at price of physical gold.

(e) Fixed Deposit will be valued at cost.

(f) Convertible Debentures & Bonds

In respect of convertible debentures and bonds, the non-convertible and convertible components 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 should be valued on the same basis as would be applicable to an equity instrument. If, after conversion the resultant equity instrument would be traded 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 should also be factored in.

E. Inter Scheme Transfer

Inter-scheme transfer shall be effected at the prevailing market price for quoted instruments on spot basis as per SEBI Regulation. For unquoted instruments such transfer will take place at fair value as derived based on the policy for different instruments as mentioned in the document.

Transfer of securities between schemes should ensure fair treatment of investors in both schemes.

3. Significant/Exceptional Events

VOG shall monitor whether reliable market quotations for portfolio securities are readily available and for significant/exceptional events. VOG, consistent with these procedures, the terms of the fund's offering and constitutive documents, and applicable regulatory guidance, may recommend that an adjustment be made to the most recent valuation price of an instrument in light of significant events, including single issuer events (instrument specific) or multiple issuer events (market specific), to reflect what it believes to be the fair value of the instruments at the time of determining the fund's NAV. It is important to note, however, that a determination that a significant event has occurred does not preclude VOG from concluding that the most recent closing price represents the appropriate fair value under procedures approved by the Board of the Asset Management Company (AMC).

A. Significant Events – Instrument Specific

Significant events that may relate to a single issuer include, but are not limited to, the following:

- (i) corporate actions such as reorganizations, mergers, spin-offs, liquidations, acquisitions and buy-outs;
- (ii) corporate announcements on earnings; corporate announcements relating to products such as new product offerings, product recalls or other product-related news; regulatory news such as governmental approvals;
- (iii) news relating to natural disasters affecting the issuer's operations;
- (iv) events relating to significant litigation involving the issuer;
- (v) low trading volume;
- (vi) trading limits; or
- (vii) trading suspensions.

B. Significant Events – Market Specific

Significant events that may relate to multiple issuers in a market include, but are not limited to, the following:

- (i) significant fluctuations in U.S. or foreign markets;
- (ii) market dislocations
- (iii) market disruptions or closings caused by human error;
- (iv) equipment failures;
- (v) natural or man made disasters;
- (vi) armed conflicts;
- (vii) acts of God;
- (viii) governmental actions or other developments;
- (ix) as well as the same or similar events which may affect instrument specific issuers or the instruments markets even though not tied directly to the instruments' markets.

If VOG believes a Significant/Exceptional Event has occurred that affects an instrument or multiple instruments, they will make a good faith recommendation to the Valuation Committee regarding the fair value of the instrument based on the fair valuation procedures.

V. TAX & LEGAL & GENERAL INFORMATION

A. TAXATION INFORMATION

Prospective Unit holders should inform themselves of and take their own advice on the taxes applicable to the Subscription, holding and Redemption of Units, and any distribution (each, a “**Relevant Event**”) under the Laws of the place of their operations, domicile, residence, citizenship and/or incorporation. Neither the Fund nor any of the parties listed in Section I of this Statement of Additional Information gives or makes any warranty and/or representation as to the tax consequences in relation to any Relevant Event (or combination of Relevant

Events), takes any responsibility for any tax consequences in relation to any Relevant Event (or combination of Relevant Events) and each of the Fund and such parties expressly disclaims any liability whatsoever for any tax consequences in relation to any Relevant Event (or combination of Relevant Events) and/or for any loss howsoever arising (whether directly or indirectly) from any Relevant Event (or combination of Relevant Events). Dividends, interest income, gains on the disposal of investments and other income received by the Fund on its investments in some jurisdictions may be liable to the imposition of income tax, irrecoverable withholding tax or other tax.

The following paragraphs are based on Laws and practice currently in force as well as known future tax changes at the date of this Statement of Additional Information and are subject to changes in content and interpretation. They are intended as a general guide only and do not necessarily describe the tax consequences for all types of Investors in the Fund and no reliance, therefore, should be placed upon them.

Income-tax

The income-tax rates indicated below are as per the Income Tax Act, 1961 (“IT Act”).

I. FOR UNIT HOLDERS

(i) Securities Transaction Tax (‘STT’)

At the time of sale of Units of an equity oriented fund to the Mutual Fund (ie Redemption / repurchase of Units by the fund), the Unit holder is required to pay a STT of 0.001 per cent on the value of the sale, which will be collected by the Mutual Fund and deposited into the government treasury.

No deduction would be allowed for STT while calculating capital gains. Where the Units are treated as stock in trade and the profits arising from the sale of Units are taxed under the head ‘Profits and Gains of Business or Profession’, the STT paid by the Unit holder can be claimed as a deduction from such business profits.

(ii) Tax on Capital Gains

On Units of Equity Oriented Funds:

Long-term Capital Gains

Under section 2(29A) of the IT Act, Units of an equity oriented mutual fund held as capital assets are treated as long-term capital assets if they are held for a period of more than twelve months preceding the date of transfer. The additional (bonus) Units issued under any Option/Plan under the relevant Scheme and held as capital assets would be treated as long-term capital assets if held for a period of more than 12 months from the date when such additional Units were allotted.

As per section 10(38) of the IT Act, long-term capital gains arising from the sale of a unit of an equity oriented fund is exempt from tax where such sale attracts STT. For this purpose, ‘an equity oriented fund’ has been defined as a scheme of a mutual fund where the investible funds are invested in equity shares of domestic companies to the extent of more than 65 per cent of the total proceeds of such fund. The percentage of equity shareholding of the fund shall be computed with reference to the annual average of the monthly averages of the opening and closing figures.

Short-term Capital Gains

Under section 2(42A) of the IT Act, units of an equity oriented mutual fund held as capital assets for a period of 12 months or less preceding the date of their transfer are regarded as short-term capital assets.

As per section 111A of the IT Act, short-term capital gains arising from the sale of a Unit of an equity oriented fund to the Mutual Fund and chargeable to STT, is taxable at the rate of 15 per cent.

The said tax rate would be increased by a surcharge of:

- (a) 15 per cent in case of individual / HUF / AOP / BOI, where the total income exceeds Rs 10 million
- (b) 12 per cent in case of firms/ limited liability partnerships/ local authority/ co-operative societies, where the total income exceeds Rs 10 million
- (c) In case of domestic corporate Unit holders:
 - 7 per cent where the total income exceeds Rs 10 million but does not exceed Rs 100 million
 - 12 per cent where the total income exceeds Rs 100 million
- (d) In case of foreign corporate unit holders:
 - 2 per cent where the total income exceeds Rs 10 million but does not exceed Rs 100 million
 - 5 per cent where the total income exceeds Rs 100 million

Further, an additional surcharge of 3 per cent by way of education cess would be charged (for all Unit holders) on amount of tax inclusive of surcharge, where applicable.

However, in case of resident individuals and HUFs, where the total income as reduced by the short-term capital gains, is below the basic exemption limit (Rs 5,00,000 in case of resident individuals of an age of 80 years or more, Rs 3,00,000 in case of resident individuals of an age of 60 years or more but less than 80 years and Rs 2,50,000 in case of other individuals and HUF), 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 15 per cent tax rate (plus surcharge and education cess as applicable).

For the purpose of computing the eligible deduction under section 80C of the IT Act, the total income of the assessee shall be reduced by the income earned in the nature of short-term capital gains.

In case of non-resident Unit holders eligible for availing tax treaty benefits, please refer to para (viii) below.

On Units of Funds other than Equity Oriented Funds:

For units of other than equity oriented mutual funds, if they are held for a period of more than thirty six months preceding the date of transfer shall be treated as long-term capital assets.

The additional (bonus) Units issued under any Option/Plan under the relevant Scheme and held as capital assets would be treated as long-term capital assets if held for a

period of more than thirty six months from the date when such additional Units were allotted.

Long-term capital gains

Resident investor

As per the provisions of section 112 of the IT Act, long-term capital gains earned on transfer of units of funds other than equity oriented funds will be chargeable to tax at the rate of 20 per cent (i.e. with indexation benefit).

In case of resident individuals and HUFs, where the total 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 20 per cent tax.

Non-resident investor

In case of non-resident investors, as per the provisions of section 112 of the IT Act, long-term capital gains earned on transfer of units of funds other than equity oriented funds, will be chargeable to tax as under:

- (a) In case of unlisted units - 10 per cent (without indexation)
- (b) In case of other units - 20 per cent (with indexation).

The aforementioned tax rates would be increased by a surcharge of:

- (a) 15 per cent in case of individual / HUF / AOP / BOI, where the total income exceeds Rs 10 million
- (b) 12 per cent in case of firms/ limited liability partnerships/ local authority/ co-operative societies, where the total income exceeds Rs 10 million
- (c) In case of domestic corporate Unit holders:
 - 7 per cent where the total income exceeds Rs 10 million but does not exceed Rs 100 million
 - 12 per cent where the total income exceeds Rs 100 million
- (d) In case of foreign corporate unit holders:
 - 2 per cent where the total income exceeds Rs 10 million but does not exceed Rs 100 million
 - 5 per cent where the total income exceeds Rs 100 million

Further, an additional surcharge of 3 per cent by way of education cess would be charged (for all Unit holders) on amount of tax inclusive of surcharge, where applicable.

For the purpose of computing the eligible deduction under section 80C of the IT Act, the total income of the assessee shall be reduced by the income earned in the nature of long-term capital gains.

In case of non-resident Unit holders eligible for availing tax treaty benefits, please refer to paragraph (viii) below.

Short-term capital gains

For units of other than equity oriented mutual funds, they shall be treated as short-term capital assets if they are held for a period of thirty six months or less preceding the date of transfer.

Short-term capital gains earned on the transfer of Units of Funds other than equity oriented funds is added to the total income of the assessee and taxed at the following tax rates:

Table A

Individual / HUF	Where total income for a tax year (April to March) is less than or equal to Rs 2,50,000* (the basic exemption limit)	Nil
	Where such total income is more than Rs 2,50,000* but is less than or equal to Rs 5,00,000	10 per cent of the amount by which the total income exceeds Rs 2,50,000*
	Where such total income is more than Rs 5,00,000* but is less than or equal to Rs 10,00,000	Rs 25,000 plus 20 per cent of the amount by which the total income exceeds Rs 5,00,000*
	Where such total income is more than Rs 10,00,000	Rs 1,25,000 plus 30 per cent of the amount by which the total income exceeds Rs 10,00,000
Co-operative society	Where total income for a tax year (April to March) is less than or equal to Rs 10,000	10 per cent of the total income
	Where such total income is more than Rs 10,000 but is less than or equal to Rs 20,000	Rs 1,000 plus 20 per cent of the amount by which the total income exceeds Rs 10,000
	Where the total income exceeds Rs 20,000	Rs 3,000 plus 30 per cent of the amount by which the total income exceeds Rs 20,000
Domestic Corporate	Where its total turnover or gross receipt in the financial year 2014-2015 does not exceed Rs 50 million	29 per cent
	Companies set-up and registered on or after 1 March 2016, engaged in the business of manufacturing, production of article or thing and has not	25 per cent

	claimed any specified tax incentives as provided under the Act.	
	Other than above	30 per cent
Partnership firm / local authority	30 per cent	
FILs	15 per cent (where STT is paid) / 30 per cent (others)	
AOP/ BOI	30 per cent or such higher rate of tax applicable to the individual members of the AOP / BOI	
Foreign entities / Specified overseas financial organisations	40 per cent (corporate) / 30 per cent (non corporate)	

* In case of resident individuals of an age of 60 years or more, the basic exemption limit is Rs 3,00,000. Income between Rs 3,00,000 and Rs 5,00,000 will be taxable at the rate of 10 per cent.

In case of resident individuals of an age of 80 years or more, the basic exemption limit is Rs 5,00,000. Income between Rs 5,00,000 and Rs 10,00,000 will be taxable at the rate of 20 per cent.

The aforementioned tax rates would be increased by a surcharge of:

- (a) 15 per cent in case of individual / HUF / AOP / BOI, where the total income exceeds Rs 10 million
- (b) 12 per cent in case of firms/ limited liability partnerships/ local authority/ co-operative societies, where the total income exceeds Rs 10 million
- (c) In case of domestic corporate Unit holders:
 - 7 per cent where the total income exceeds Rs 10 million but does not exceed Rs 100 million
 - 12 per cent where the total income exceeds Rs 100 million
- (d) In case of foreign corporate unit holders:
 - 2 per cent where the total income exceeds Rs 10 million but does not exceed Rs 100 million
 - 5 per cent where the total income exceeds Rs 100 million

Further, an additional surcharge of 3 per cent by way of education cess would be charged (for all Unit holders) on amount of tax inclusive of surcharge, where applicable.

In case of non-resident Unit holders eligible for availing tax treaty benefits, please refer to paragraph (viii) below.

(iii) Tax on Business Income

Under section 28 of the IT Act, profit arising on transfer of units of a mutual fund which are held as stock in trade or trading asset, is taxed under the head 'Profits and Gains of Business or Profession'. Such profit is added to the total income of the assessee and taxed at the rates mentioned in Table A above.

In case of non-resident Unit holders eligible for availing tax treaty benefits, please refer to paragraph (viii) below.

(iv) Tax on Income from Other Sources

Receipt of mutual fund units by an individual or HUF on or after 1 October, 2009 (except from prescribed persons like relatives, etc. or on prescribed occasions like marriage, etc.) without consideration or for consideration less than the fair market value would be taxable in certain cases. The following amounts would be taxable under the head ‘Income from other sources’ at the rates mentioned in Table A above:

Table B

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

For this purpose, the fair market value means the value to be determined in accordance with methods prescribed.

For the purpose of computing capital gains on transfer of such units received without consideration or for consideration less than the fair market value, the cost of acquisition is deemed to be amount determined under (a) or (b) above, as the case may be.

(v) Deduction from Business Income

No deduction would be allowed for STT while calculating capital gains. However, where the units are treated as stock in trade and the profits arising from the sale of units are taxed under the head ‘Profits and Gains of Business or Profession’, the STT paid by the Unit holder can be claimed as a deduction from such business profits.

(vi) Deduction from Total Income

In terms of the provisions of section 80C of the IT Act, an individual or a HUF is entitled to claim a deduction in respect of the amount of subscription made to any units of any mutual fund referred to in section 10(23D), being a fund formulated in accordance with the Equity Linked Savings Scheme, 2005 (“ELSS”) notified by the Central Government in the Official Gazette vide notification no. SO 1563(E) dated November 3, 2005. The aggregate amount deductible under section 80C in respect of subscription to the units of the Mutual Fund (including the amount of Dividend reinvested), being an equity linked savings scheme and other prescribed investments is restricted to Rs 150,000.

(vii) Tax Deduction at Source

The Fund will use the following rates while withholding tax at source

		TDS Rates under the IT Act		
		Residents	FII's	NRIs / Other foreign entities (excluding FII's)
Short-term capital gains	Non-equity oriented fund	NIL	NIL	30 per cent for foreign non-corporates (including NRI's); 40 per cent for foreign corporate entities
	Equity oriented Fund	NIL	NIL	15 per cent
Long-term capital gains	Non-equity oriented fund	NIL	NIL	20 per cent (10 per cent in case of unlisted units)
	Equity oriented Fund	NIL	NIL	NIL
Business income	Non-equity and equity oriented mutual fund	NIL	Not Applicable - Given that securities held by FII's in Indian capital market would be characterised as "capital assets".	30 per cent for foreign non-corporates (including NRI's) 40 per cent for foreign corporate entities

As per the IT Act, in addition to the aforementioned rates, surcharge is levied as under:

- (a) 15 per cent in case of foreign non-corporate unit holders being individual / HUF / AOP / BOI, where the total income exceeds Rs 10 million
- (b) 12 per cent in case of foreign non-corporate unit holders being firms / limited liability partnerships / local authority / co-operative societies, where the total income exceeds Rs 10 million
- (c) In case of foreign corporate unit holders:
 - 2 per cent - where the total income exceeds Rs 10 million but does not exceed Rs 100 million
 - 5 per cent - where the total income exceeds Rs 100 million

The Fund will levy the respective surcharge in all applicable cases, irrespective of the total income of the Unit holder.

Further, an additional surcharge of 3 per cent by way of education cess would be charged for all Unit holders, on the amount of tax inclusive of surcharge, where applicable.

In case of non-resident Unit holders eligible for availing tax treaty benefits, please

refer to paragraph (viii) below.

For the purpose of deducting tax at source, the Fund will presume, unless specifically informed by a Unit holder, that the units are held by the unit holder as a capital asset and consequently, any gains arising there from is chargeable to tax under the head “Income from capital gains”.

Where the Unit holder does not have/ furnish a PAN, taxes will be deducted at the applicable rate or 20 per cent as per section 206AA of the IT Act, whichever is higher.

The Finance Act, 2016 provides an exemption to non-residents from the requirement of furnishing a PAN in respect of any payments made subject to conditions as may be prescribed. However, the conditions have not yet been notified.

(viii) Tax Treaty

In the case of a non-resident Unit holder who is resident of a country with which India has signed a Double Taxation Avoidance Agreement (DTAA), which is in force, income tax is payable at the rate provided in the IT Act or at the rate provided in the such agreement, whichever is more beneficial to such non resident Unit holder.

Further, where the rate of tax prescribed under the relevant DTAA is lower than that prescribed under the IT Act, tax would be withheld at such lower rate.

Further, as per the amended provision of section 90 of the IT Act, in order to avail the DTAA benefits a non-resident would be mandatorily required to obtain a tax residency certificate (TRC) along with Form 10F (where prescribed particulars are not explicitly mentioned in the TRC).

As per the provision of Chapter X-A of the IT Act, General Anti-Avoidance Rule (GAAR) had been introduced by the Finance Act, 2012 with effect from 1 April 2014. GAAR is a broad set of provisions that has the effect of invalidating an arrangement that has been entered into by a taxpayer, under certain circumstances, where the main purpose or one of the main purposes is to obtain a tax benefit. This provision is introduced to address aggressive tax planning and codify the doctrine of “substance over form”. Where an arrangement is declared to be an “impermissible avoidance agreement”, the income-tax authorities can determine the consequences in relation to tax, of the arrangement, as may be deemed appropriate, including denial of tax benefit under a DTAA.

The implementation of GAAR has been deferred to income arising from 1 April 2017 (i.e. Financial Year 2017-18). Further, investments made up to 31 March 2017 would be protected from the applicability of GAAR.

(ix) Tax on Income distributed by the Mutual Fund

Under the provisions of section 10(35) of the IT Act, income received in respect of units of a mutual fund specified under section 10(23D) of the IT Act will be exempt from income tax in the hands of all Unit holders.

In view of the exemption of income in the hands of the Unit holders, no tax needs to be deducted at source from such distribution by the Fund on or after April 1, 2003, under the provisions of sections 194K and 196A of the IT Act.

(x) Dividend stripping

Under the provisions of section 94(7) of the IT Act, where a person buys any units within a period of three months before the record date, sells such units within nine months after such date and the income distributed on such units is exempt from tax, the loss on such sale to the extent of the income distributed on units shall be ignored while computing the income chargeable to tax.

(xi) Bonus stripping

Under the provisions of section 94(8) of the IT Act, where a person buys units (original units) within a period of three months before the record date, receives bonus units on such original units, and then sells (all or part of) the original units within a period of nine months from the record date and continues to hold all or part of the bonus units, then the loss incurred on the original units shall be ignored while computing the income chargeable to tax but shall be deemed to be the cost of acquisition of the bonus units held on the date of sale of the original units.

(xii) Switching between Options

Switching between options of a Scheme will be effected by way of Redemption of Units of the relevant option and reinvestment of the Redemption proceeds in the other Option selected by the Unit holder. Hence Switching will attract the same implications as applicable on transfer of such Units.

(xiii) Consolidation or merger of schemes

Where there is a consolidation or merger of different schemes of mutual fund in the interest of investors, the units allotted in the consolidated scheme subsequent to the consolidation or merger would not be treated as a transfer and thus, the investor would not be liable to capital gains.

Further, the cost of acquisition in the consolidated or merged scheme shall be the cost of units in consolidating scheme and the period of holding in the consolidated or merged scheme shall include the period for which the units in consolidating schemes were held by the investor.

(xiv) Roll-over of Fixed Maturity Plans

In respect of units under the fixed maturity plans (FMPs), where there is a roll-over of FMPs, such roll over shall not amount to transfer as the scheme remains the same and accordingly, no capital gains would arise to the investor. The capital gains will arise at the time of redemption of the units or opting out of the scheme.

(xv) Set-off and carry forward of losses

According to the provisions of the IT 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. However, when the long term gains arising on transfer of units are not subject to tax then the long-term losses from such Units would not be allowed to be set off or carried forward.

Under the IT 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 IT Act, the amount remaining to be set-off can be carried forward for a period of eight years and set-off against income under the head 'Profits and Gains of Business or Profession'.

(xvi) Minimum Alternate Tax

Under the IT Act, long-term capital gains arising on sale of units of an equity oriented fund and exempt under the provisions of section 10(38) of the Act, would not be excluded from the book profits while calculating profits chargeable to minimum alternate tax.

II. TAX BENEFITS / CONSEQUENCES TO THE MUTUAL FUND:

The Mutual Fund is registered with SEBI and its entire income is exempt from tax under the provisions of section 10(23D) of the IT Act. The Mutual Fund will receive all Indian sourced income without any deduction of tax at source under the provisions of clause (iv) of section 196 of the IT 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 which 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.

Income distribution, if any, made by all Mutual Funds (excluding Equity Oriented Mutual Fund Schemes, will attract distribution tax under section 115R of the Act at the rates listed below:

Table C

Sr No	Type of Mutual Fund	Income distributed to	Rate of distribution tax
(i)	Equity oriented mutual fund	Any person	Nil
(ii)	Other than equity oriented fund and infrastructure debt fund	Individual or HUF	25 per cent
		Any person other than Individual or HUF	30 per cent
(iii)	Infrastructure debt fund	Non Resident/Foreign Company	5 per cent

As per Finance (No. 2) Act, 2014, w.e.f. 1 October 2014, for the purpose of determining the tax payable, the amount of distributed income be increased to such amount as would, after reduction of tax from such increased amount, be equal to the income distributed by the Mutual Fund. This will result in increase in effective dividend distribution tax rate with effect from 1 October, 2014.

The aforementioned rates would be increased by a surcharge of 12% and an additional surcharge by way of education cess at the rate of 3% on the amount of distribution tax inclusive of surcharge.

For this purpose, a 'Money market mutual fund' has been defined to mean a money

market mutual fund as defined in sub-clause (p) of clause 2 of the SEBI Regulations. Further, a 'liquid fund' has been defined to mean a scheme or plan of a mutual fund which is classified by the SEBI as a liquid fund in accordance with the guidelines issued by it in this behalf under the SEBI Act or SEBI Regulations made there under.

Under the IT Act, as and when the Mutual Fund purchases and sells equity shares/units/derivatives, it would be required to pay the STT applicable on such purchases / sales to the concerned recognised stock exchange. The rates of STT have been listed below.

Table D

Nature of Transaction	Payable by	Rates applicable (%)
Delivery based purchase transaction in equity shares entered into in a recognized stock exchange	Purchaser	0.1
Delivery based purchase transaction in units of equity oriented fund entered into in a recognized stock exchange	Purchaser	Nil
Delivery based sale transaction in equity shares entered in a recognized stock exchange	Seller	0.1
Delivery based sale transaction in units of equity oriented fund entered into in a recognized stock exchange	Seller	0.001
Non-delivery based sale transaction in equity shares or units of equity oriented fund entered in a recognised stock exchange	Seller	0.025
Transaction for sale of futures in securities	Seller	0.01
Transaction for sale of an option in securities	Seller	0.05
Transaction for sale of an option in securities, where the option is exercised	Purchaser	0.125
Sale of units of an equity oriented fund to the mutual fund	Seller	0.001
Sale of unlisted equity shares by any holder of such shares under an offer for sale to the public included in an IPO and where such shares are subsequently listed on a recognised stock exchange	Seller	0.2

III. OTHER BENEFITS:

- (i) **Gift-tax:** The Gift-tax Act, 1958 has ceased to apply to gifts made on or after October 1, 1998. Gifts of Units Purchased in a Scheme of the Mutual Fund would therefore, be exempt from gift-tax.
- (ii) Investments in Units of the Mutual Fund will rank as an eligible form of investment under section 11(5) of the IT Act read with Rule 17C of the Income-tax Rules, 1962, for religious and charitable trusts.
- (iii) **Wealth-tax:** Levy of wealth-tax under Wealth-tax Act, 1957 has been abolished by Finance Act 2015 with effect from 1 April 2016.

THE ABOVE SUMMARY IS BASED ON THE TAX LAW AND PRACTICE CURRENTLY APPLICABLE IN INDIA TO INVESTORS AND IS SUBJECT TO CHANGE ACCORDING TO GOVERNMENT POLICY OR FOR OTHER REASON. ALSO, TAXATION ON EACH UNIT HOLDER DIFFERS DEPENDING UPON THEIR TAX STATUS. UNIT HOLDERS SHOULD INFORM THEMSELVES OF, AND WHEN APPROPRIATE, CONSULT THEIR PROFESSIONAL ADVISORS ON POSSIBLE TAX CONSEQUENCES OF SUBSCRIPTION FOR, BUYING, HOLDING, TRANSFERRING, REDEEMING OR OTHERWISE DISPOSING OF THE UNITS. IN PARTICULAR, ANY UNIT HOLDER WHO MAY ALSO BE A TAXPAYER IN COUNTRIES OUTSIDE INDIA, SHOULD OBTAIN INDEPENDENT TAX ADVICE TO ENSURE THAT THEY CONSIDER ANY TAX IMPLICATIONS IN SUCH A COUNTRY OF SUBSCRIPTION FOR, BUYING, HOLDING, TRANSFERRING, REDEEMING OR OTHERWISE DISPOSING OF THE UNITS. NEITHER THE FUND NOR THE AMC IS OBLIGED TO PROVIDE ANY INFORMATION TO ITS UNIT HOLDERS TAILORED TO THE TAX ADMINISTRATION OR COMPLIANCE REQUIREMENTS OF ANY COUNTRY. THE FUND IS NOT MAKING ANY REPRESENTATION OR WARRANTY TO ANY UNIT HOLDER REGARDING ANY LEGAL INTERPRETATIONS AND TAX CONSEQUENCES TO THE FUND AND THE UNIT HOLDERS IN THE FUND.

B. LEGAL INFORMATION

I. Nomination Facility

Nomination is mandatory for new folios / accounts opened by individuals especially with sole holding. No new folios / accounts for individuals in single holding will be opened without a nomination. Investors who do not wish to nominate will be required to sign separately confirming their intention not to nominate. Nomination will not be allowed in a folio held on behalf of a minor. Nomination form cannot be signed by Power of attorney (“**PoA**”) holders. Nomination will be maintained at the folio or account level and will be applicable for investments in all Schemes in the folio or account. The AMC will provide an option to the Unit holders to nominate a person in whom all the Units held by the Unit holder shall vest in the event of his/her/their death subject to the completion of certain necessary formalities e.g. providing proof of the death of the Unit holder, signature of the nominee, furnishing proof of guardianship if the nominee is a minor, the execution of an indemnity bond and such other documents as may be required from the nominee in favour of and to the satisfaction of the AMC / Registrar. Where the Units are held by more than one person jointly (even if the mode of holding is not “joint”), all the joint Unit holders may together nominate a person by signing the Application Form / Transaction Slip / nomination form indicating the name of the person in whom all the rights in the Units shall vest in the event of death of all the joint Unit holders. For details on multiple nomination facility provided by the AMC to the Unit holders, please refer to the Application Form / Transaction Slip / nomination form issued by the AMC. Existing Unit holders and new Investors can make a fresh nomination which will supersede all existing nominations in the folio by filing a fresh Transaction Slip / nomination form.

Nomination can be made for maximum of three nominees. In case of multiple nominees, the percentage of allocation/share in favour of each of the nominees should be indicated against their name and such allocation/share should be in whole numbers without any decimals making a total of 100%. In the event of Unit holders not indicating the percentage of allocation/share for each of the nominees, the Mutual Fund/AMC, by invoking default option shall settle the claim equally amongst all the nominees.

As provided in the SEBI Regulations, the nomination can be made only by individuals applying for / holding Units on their own behalf singly or jointly. Non-individuals including

society, trust, body corporate, partnership firm, Karta of Hindu Undivided Family, holder of power of attorney cannot nominate. A minor can be nominated and in that event, the name and address of the guardian of the minor nominee shall be provided by the Unit holder. The nominee shall not be a society, trust (other than a religious or charitable trust), body corporate, partnership firm, Karta of Hindu Undivided Family, holder of power of attorney. An NRI can be a nominee subject to the exchange controls in force from time to time. Nomination can also be made in favour of the Central Government, State Government, local authority or any person designated by virtue of his office. Nomination is not allowed in a folio held on behalf of a minor.

Nomination in respect of the Units stands rescinded upon the transfer/transmission/Redemption of all the Units. Transmission of Units in favour of a nominee, shall be a valid discharge by the Mutual Fund / AMC / Trustees against the legal heirs of the Unit holder(s). If either the Mutual Fund or the AMC incur any loss whatsoever arising out of any litigation or harm that it may suffer in relation to the nomination, they will be entitled to be indemnified absolutely from the deceased Unit holders' estate.

For Units held in electronic form with the Depository, the nomination details provided by the Unit holder to the Depository will be applicable to the Units of the Schemes. Such nomination including any variation, cancellation or substitution of nominee(s), shall be governed by the rules and bye-laws of the Depository. Payment to the nominee of the sums shall discharge the Mutual Fund of all liability towards the estate of the deceased Unit holder and his/her legal successors/legal heirs.

In case nomination has been made for demat account with joint holders, in case of death of any of the joint holder(s), the Units will be transmitted to the surviving holder(s). Only in the event of death of all the joint holders, the Units will be transmitted to the nominee.

In case nomination is not made by the sole holder of demat account, the Units would be transmitted to the account of legal heir(s), as may be determined by an order of the competent court.

The cancellation of nomination can be made only by those individuals who hold Units on their own behalf singly or jointly and who made the original nomination. On cancellation of the nomination, the nomination shall stand rescinded and the Mutual Fund / AMC / Trustees shall not be under any obligation to transmit the Units in favour of the nominee. The nomination facility extended under the Schemes is in accordance with the SEBI Regulations and is subject to other applicable Laws.

Prospective Investors / Unit holders are advised to read the instructions provided in the Application Form / Transaction Slip / nomination form carefully before nominating a nominee for details on indication of percentage of allocation / share for each of the nominees, maximum number of nominees permitted per folio and other matters relevant to nomination.

II. Prevention of Money Laundering Act, 2002 (“PMLA”) and Know Your Client Requirements

In terms of PMLA and the rules, guidelines and circulars issued thereunder, Know Your Client (‘KYC’) processes are required to be completed for all Investors (including Power of Attorney holder and guardian in case of minor) irrespective of the amount of investment.

Pursuant to SEBI Circular No MIRSD/Cir-26/2011 dated December 23, 2011, SEBI (KYC Registration Agency) Regulations 2011 and SEBI Circular No. MIRSD/SE/Cir-21/2011 dated October 5, 2011, SEBI has introduced uniformity in the KYC process for all investors opening accounts with any intermediary in the securities market and has developed a

mechanism for centralized KYC records to avoid duplication of the KYC process across intermediaries in the securities market. The following processes are effective from January 1, 2012:

1. SEBI has introduced a common KYC Application Form for all SEBI registered intermediaries including mutual funds. New Investors are therefore requested to use the common KYC Application Form and carry out the KYC process including submission of the requisite documents along with the KYC Application Form and In-Person Verification (“IPV”) with any SEBI-registered intermediary viz. Mutual Funds, Portfolio Managers, Depository Participants, Stock Brokers, Venture Capital Funds, Collective Investment Schemes etc. The KYC Application Forms are also available on our website <http://www.goldmansachs.com/gsam/in/advisors/resources/literature/application-forms/index.html>.
2. On submission of the KYC application form and documents, the SEBI registered intermediary will perform the KYC and upload the details on the system of a Know Your Client Registration Agency (“KRA”). The KRA will send the Investor a KYC Acknowledgement Letter within 10 business days if the Investor is KYC compliant. The KYC Acknowledgement Letter makes the Investor eligible to deal with any SEBI registered intermediary.
3. Once the Investor has gone through the KYC process with a SEBI registered intermediary and has received a KYC Acknowledgement Letter, the Investor need not undergo the same process again with another intermediary including mutual funds. However, the Mutual Fund reserves right to carryout fresh KYC of the Investor.
4. It is mandatory for intermediaries including mutual funds to carry out IPV of new investors from January 1, 2012. The IPV carried out by any SEBI-registered intermediary can be relied upon by the Mutual Fund. The AMC and the Distributors who comply with the certification process of National Institute of Securities Market (NISM) or Association of Mutual Funds (AMFI) and have undergone the process of ‘Know Your Distributor (KYD)’, can perform the IPV. Further, in case of applications received by the mutual funds directly from the Investors (i.e., not through any Distributor), the Mutual Fund may rely upon the IPV (on the KYC Application Form) performed by the scheduled commercial banks. Pursuant to SEBI Circular dated December 26, 2013 on uniform KYC norms, certain information from Part I of the standard KYC Form, registered by KRA (KYC Registration Agency), has been shifted to Part II of the form with the intermediary to capture information specific to the area of activity of an intermediary. Accordingly, Investors are required to provide the information in Part II to the intermediary directly.

In line with SEBI Circular dated January 24, 2013 on identification of Beneficial Ownership, a 'Beneficial Owner' has been defined as a natural person/s who ultimately own, control or influence a client and/or persons on whose behalf a transaction is being conducted, which includes persons who exercise ultimate effective control over a legal person or arrangement. All categories of Investors (except individuals, company listed on a stock exchange or majority-owned subsidiary of such company) are requested to provide details about beneficial ownership in the format which the AMC may prescribe from time to time. The AMC reserves the right to reject/restrict further investments or seek additional information from Investors on beneficial ownership and/or any other KYC related information. In the event of change in beneficial ownership, investors are requested to immediately update the details with the AMC/Registrar. Further, Investors/Unit holders to note that in view of the SEBI circular No. MIRSD/SE/Cir-21/2011 dated October 05, 2011, CIR/MIRSD/2/2013 dated January 24, 2013 and CIR/MIRSD/2/2015 dated August 26, 2015 and AMFI best practice circular No.135/BP/63/ 2015-16 dated September 18, 2015 and 135/BP/62/ 2015-16 dated September 18, 2015 related to implementation of Know Your Customer (KYC) information, Foreign Account Tax Compliance Act (FATCA) & Common Reporting Standard (CRS) requirements and Ultimate Beneficial Ownership (UBO) declaration for

mutual fund investments, Investors/Unit holders have to also comply with the following requirements:

Implementation of KYC requirements:

- (i) No Purchase/ additional Purchase request is accepted from the Investors whose KYC status is "on Hold" until they provide the missing KYC details on the KYC Details Change Form and complete the In Person Verification (IPV) with effect from November 01, 2015.
- (ii) Existing Investors with KYC status as "MF-KYC Registered" have to mandatorily provide the missing KYC information and complete IPV in order to do further transaction (excluding Redemption) with the Mutual Fund including in the current Folio.
- (iii) Investors shall also provide additional KYC details related to income, net worth, association with politically exposed person etc. on the Mutual Fund Application Form.

UBO details:

Declaration on UBO is mandatory for all new investment/switch transactions.

Existing Non-Individual Investors have to mandatorily update the UBO details with the Mutual Fund in order to continue to carry out any Purchase/additional Purchase/ switch transaction in their current Folio. The AMC shall reach out to the non-individual Investors whose details related to UBO are missing.

FATCA & CRS requirements:

FATCA/CRS declarations are mandatory for any new investment in Mutual Fund.

For all existing accounts opened prior to November 01, 2015 relevant FATCA/CRS declarations have to be submitted by the Investors to the Mutual Fund. In case the declaration/self-certification is not provided by the account holder(s) or the reasonableness of the self-certification cannot be confirmed, then the account will be reportable.

The Investors are requested to make a note that failing to comply with the above requirements (as applicable) no Purchase/additional Purchase/switch transaction will be allowed for new investment as well as investment under existing Folio. Investors are further requested to refer the relevant instruction part of the KIM cum Application Form before investing.

The Trustees / AMC shall have absolute discretion to reject any application, or prevent further transactions by a Unit holder, if after due diligence, the Investor/Unit Holder/a person making the payment on behalf of the Investor does not fulfil the requirements of the "Know Your Customer" or the Trustees / AMC believes that the transaction is suspicious in nature as regards money laundering. In this behalf the Trustees / AMC reserves the right to reject any application and/or effect a mandatory Redemption of Units allotted to the Unit holder.

If after due diligence, the Trustees / AMC believes that any transaction is suspicious in nature as regards money laundering, the AMC shall report any such suspicious transactions to competent authorities under PMLA and rules/guidelines issued thereunder by SEBI and/or RBI, furnish any such information in connection therewith to such authorities and take any other actions as may be required for the purposes of fulfilling its obligations under PMLA and rules/guidelines issued thereunder by SEBI and/or RBI without obtaining the prior approval of the Investor/Unit holder/any other person.

5. Investors / Unit holders are requested to also refer to the KYC sections of the Scheme Information Document of the relevant Scheme for further details in this regard.

III. Transfer & Transmission of Units

The Mutual Fund will offer and Redeem Units on a continuous basis after the NFO period in accordance with the Scheme Information Documents of the relevant Schemes. As the Schemes (other than the Schemes that are listed pursuant to the relevant Scheme Information Document) stand ready to Redeem Units on a continuous basis, the transfer facility is found redundant. Units of the Schemes (other than the Schemes that are listed) shall therefore be non transferable (except where such Units are held in dematerialised form). However, if a person becomes a holder of Units in the Scheme by operation of Law including upon enforcement of a pledge, then the AMC shall, subject to production of such satisfactory evidence, which in their opinion is sufficient, proceed to effect the transfer within 30 Business Days from the date of lodgement if the intended transferee is otherwise eligible to hold the Units. A person becoming entitled to hold the Units in consequence of the death, insolvency, or winding up of the sole holder or the survivors of joint holders, upon producing evidence and documentation to the satisfaction of the Fund and upon executing suitable indemnities in favour of the Fund and the AMC, such person, shall be registered as a Unit holder. In all such cases, if the transferee is not eligible to hold the Units, the Units will be Redeemed and the proceeds will be disbursed to the transferee if such transferee is entitled to the same.

If Units are held in a single name by the Unit holder, Units shall be transmitted in favour of the nominee where the Unit holder has appointed a nominee upon production of documents provided below to the satisfaction of the AMC / Registrar. If the Unit holder has not appointed a nominee or in the case where the nominee dies before the Unit holder, the Units shall be transmitted in favour of or as otherwise directed by the Unit holder's legal heir on production of the documents provided below to the satisfaction of the AMC / Registrar.

Any person who becomes entitled to a Unit as a consequence of the death or bankruptcy of any sole Unit holder or of the survivor of joint Unit holders shall not be entitled to receive notices of or to attend or vote at any meeting of Unit holders until such person is registered as the Unit holder of such Unit. If any person is entitled to be registered as the Unit holder or to transfer any Unit in accordance with the provisions of the Scheme Information Document, the AMC may retain any moneys payable in respect of such Unit on trust until such person is registered as the Unit holder of, or has transferred, the relevant Unit.

For Schemes launched under ELSS, in the event of the death of the 'assessee' as defined under the ELSS ("Assessee"), the nominee or legal heir as the case may be shall be able to withdraw the investment only after the completion of one year from the date of allotment of the Units to the 'Assessee'. The restriction of one year shall not apply to Units allotted to Investors other than 'Assessee's'. Accordingly, transfer of Units (allotted to Assessee's) to nominees as mentioned above will be carried out only after the completion of one year from the date of their allotment. Please refer to relevant Scheme Information Documents for further details in this regard.

Pursuant to SEBI Circular dated August 18, 2010, units of all mutual fund schemes held in demat form will be freely transferable and shall adhere to the rules of transfer in the Depository regulations. However, restrictions on transfer of units of ELSS schemes during the lock-in period shall continue to be applicable as per the ELSS Guidelines.

Any addition/deletion of name from the folio of the Unit holder is deemed as transfer of Units. In view of the same, additions/deletions of names will not be allowed under any folio

of the Scheme. The said provisions in respect of deletion of names will not be applicable in case of death of a Unit holder (in respect of joint holdings) as this is treated as transmission of Units and not transfer.

As regards the Units of Schemes which are listed, the Units would be transferable in accordance with the relevant Scheme Information Documents and the requirements of the relevant stock exchanges on which such Units are listed.

The documents required for transmission of units which are not in demat form under various situations are as follows:

A. Transmission to surviving Unit holders in case of death of one or more Unit holders:

- i. Letter from surviving Unit holders to the AMC / Mutual Fund / RTA requesting for transmission of Units,
- ii. Death certificate in original or photocopy duly notarized or attested by gazette officer or a bank manager,
- iii. Bank account details of the new first Unit holder as per document specified by the AMC / Mutual Fund along with attestation by a bank branch manager or cancelled cheque bearing the account details and account holders name. The abovementioned document is available on our website i.e. www.gsam.in.
- iv. KYC of the surviving Unit holders, if not already available.

B. Transmission to registered nominee(s) in case of death of sole or all Unit holders:

- i. Letter from claimant nominee(s) to the AMC / Mutual Fund / RTA requesting for transmission of Units,
- ii. Death certificate(s) in original or photocopy duly notarized or attested by gazette officer or a bank manager,
- iii. Bank account details of the new first Unit holder as per document specified by the AMC / Mutual Fund along with attestation by a bank branch manager or cancelled cheque bearing the account details and account holders name. The abovementioned document is available on our website i.e. www.gsam.in.
- iv. KYC of the claimant(s),
- v. If the transmission amount is Rs. One lakh or more, an indemnity duly signed and executed by the nominee(s). Please contact us for the format of the indemnity to be provided to the AMC/Mutual Fund.

C. Transmission to claimant(s), where nominee is not registered, in case of death of sole or all Unit holders:

- i. Letter from claimant(s) to the AMC / Mutual Fund requesting for transmission of Units,
- ii. Death certificate(s) in original or photocopy duly notarized or attested by gazette officer or a bank manager,
- iii. Bank account details of the new first Unit holder as per document specified by the AMC / Mutual Fund along with attestation by a bank branch manager or cancelled cheque bearing the account details and account holders name. The abovementioned document is available on our website i.e. www.gsam.in.
- iv. KYC of the claimant(s),
- v. Indemnity bond from legal heir(s). Please contact us for the format of the indemnity to be provided to the AMC/Mutual Fund.
- vi. Individual affidavits from legal heir(s). Please contact us for the format of the affidavit to be provided to the AMC/Mutual Fund.
- vii. If the transmission amount is below Rs. One lakh, any appropriate document evidencing relationship of the claimant(s) with the deceased Unit holder(s).
- viii. If the transmission amount is Rs. One lakh or more, any one of the documents mentioned below:
 - a. Notarised copy of probated will, or

- b. Legal heir certificate or succession certificate or claimant's certificate issued by a competent court, or
- c. Letter of Administration, in case of intestate succession.

D. Transmission in case of HUF, due to death of Karta: HUF, being a Hindu Undivided Family, the property of the family is managed by the Karta and HUF does not come to an end in the event of death of the Karta. In such a case, the members of the HUF will appoint the new Karta who needs to submit the following documents for transmission:

- i. Letter requesting for change of Karta,
- ii. Death certificate in original or photocopy duly notarized or attested by gazette officer or a bank manager,
- iii. Duly certified bank certificate stating that the signature and details of new Karta have been appended in the bank account of the HUF. Please contact us for the format of the bank certificate to be provided to the AMC/Mutual Fund.
- iv. KYC of the new Karta and KYC of HUF, if not already available.
- v. Indemnity bond signed by all the surviving coparceners and new Karta. Please contact us for the format of the indemnity to be provided to the AMC/Mutual Fund.
- vi. In case of no surviving co-parceners OR the transmission amount is Rs One lakh or more OR where there is an objection from any surviving members of the HUF, transmission should be effected only on the basis of any of the following mandatory documents:
 - a. Notarized copy of Settlement Deed, or
 - b. Notarized copy of Deed of Partition, or
 - c. Notarized copy of Decree of the relevant competent court.

Units held in demat form shall adhere to the rules of transmission as mentioned in the Depository regulations.

IV. Unclaimed Redemptions and Dividends

The unclaimed Redemption amounts and Dividend amounts may be deployed by the Mutual Fund in Call Money market or Money Market Instruments or in a separate plan of liquid scheme / money market mutual fund scheme floated by domestic mutual funds specifically for deployment of the unclaimed amounts ("**Unclaimed Amount Schemes**"). The Unit holders who claim these unclaimed amounts during a period of 3 years from the due date shall be paid initial unclaimed amount along-with the income earned on its deployment. Unit holders 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 a period of 3 years, the income earned on such unclaimed amounts will be used for the purpose of Investor education. The AMC will make continuous efforts to remind the Investors through letters to take their unclaimed amounts. Further, the investment management fee charged by the AMC for managing unclaimed amounts shall not exceed 50 basis points. Asset management companies of Unclaimed Amount Schemes are not permitted to charge any exit load for such plans and the total expense ratio ("**TER**") of such plan shall be capped at 50 basis points.

For the purposes of this section:

- Unit holders to note that until the 3rd year from the due date, the unpaid Redemption/Dividend amounts due to the Unit holders will include any interest/income arising from the above investments (which will commence as soon as practicable after the expiry of the Redemption/Dividend payment instrument), less any fees and/or expenses incurred. Unit holders should note that at the expiration of the 3rd year, such amounts will no longer earn any interest/income and will therefore remain stable.

For each Scheme, the information on amount unclaimed and number of such Unit holders shall be disclosed in the annual report to be sent to the Unit holders. Further, details relating to names and addresses of Unit holders in whose folios there are unclaimed amounts would be

available on the website of the Mutual Fund. Unit holders, upon providing proper credentials to the Mutual Fund, would be able to access such information, including the process of claiming such unclaimed amounts and the necessary forms / documents required for the same.

V. Suspension of Purchase / Redemption / Switch of Units

The AMC and the Trustees at their sole discretion reserve the right to suspend Purchase and / or Switch of the Units in the Schemes (including any one of the Plan of any of the Schemes) temporarily or indefinitely, if in the opinion of the AMC and the Trustees, the general market conditions are not favourable and / or suitable investment opportunities are not available for deployment of funds and/or the conditions set out below. However, the suspension of Purchase / Switch either temporarily or indefinitely will be with the approval of the Trustees and the AMC.

The Purchase / Switch of the Units may be suspended under the following conditions:

- When one or more stock exchanges or markets, which provide basis for valuation for a substantial portion of the assets of the Schemes is closed otherwise than for ordinary holidays or during which dealings there are restricted or suspended.
- In the event of breakdown in the means of communication or computation used for the valuation of investments of the Schemes, without which the value of the Securities of the Schemes cannot be accurately calculated.
- In case of natural calamities, strikes, riots and bandhs.
- In the event of any force majeure or disaster that affects the normal functioning of the AMC, ISC or the Registrar.
- If so directed by SEBI.
- Any other circumstances which in the opinion of the Board of Directors of the AMC and Trustee is prejudicial to the interest of the existing Unit holders/prospective Investors.

In the above eventualities, the time limits indicated in the Scheme Information Documents, for processing of requests for Purchase and Switch of Units will not be applicable.

Further, in the event any further sale of Units by the Fund would result in breach of limits for investment in Derivatives or for investment in foreign Securities as specified in SEBI circulars or relevant regulations, or in any other circumstances which in the opinion of the board of directors of Directors of AMC and Trustee is prejudicial to the interest of the existing Unit holders/prospective Investors, the Fund may suspend Purchase of Units for the applicable Scheme by Investors till such time as the Schemes are in a position comply with the relevant SEBI Regulations, circulars and guidelines.

Restriction of Redemption facility under any of the Schemes / plans / options of the Mutual Fund, details of which have been provided in the section on 'Right to limit Redemptions' below, shall be made applicable only after the approval from the Board of Directors of the AMC and the Trustees. The approval from the Board of Directors of the AMC and the Trustees giving details of circumstances and justification for the proposed action shall also be informed to SEBI in advance.

VI. Right to Limit Redemptions

If a Unit holder makes a Redemption request immediately after Purchase of Units, the Fund

shall have a right to withhold the Redemption request and would process such Redemption request only after the amount remitted by the Unit holder (for Purchase of Units) is realized and the proceeds have been credited to the Schemes' Account. However, this is only applicable if the value of Redemption is such that some or all of the freshly Purchased Units may have to be Redeemed to effect the full Redemption.

The Mutual Fund may in response to circumstances set out below limit the total number of Units which may be Redeemed on any Business Day. The following requirement shall be observed by the Mutual Fund / AMC before imposing restriction on Redemptions:

- (a) Restriction will be imposed when there are circumstances leading to a systemic crisis or event that severely constricts market liquidity or the efficient functioning of markets such as:
 - (i) Liquidity issues - when market at large becomes illiquid affecting almost all securities rather than any issuer specific security.
 - (ii) Market failures, exchange closures - when markets are affected by unexpected events which impact the functioning of exchanges or the regular course of transactions. Such unexpected events could also be related to political, economic, military, monetary or other emergencies.
 - (iii) Operational issues – when exceptional circumstances are caused by *force majeure*, unpredictable operational problems and technical failures (e.g. a black out). Such cases will be considered if they are reasonably unpredictable and occur in spite of appropriate diligence of third parties, adequate and effective disaster recovery procedures and systems.
- (b) Restriction on Redemption shall be imposed for a specified period of time not exceeding 10 Business Days in any 90 days period.
- (c) When restriction on Redemption is imposed, the following procedure shall be applied:
 - (i) No Redemption requests upto INR 2 lakh shall be subject to such restriction.
 - (ii) Where Redemption requests are above INR 2 lakh, the AMC shall redeem the first INR 2 lakh without such restriction and remaining part over and above INR 2 lakh shall be subject to such restriction.

Redemptions will be priced on the basis of the Applicable NAV (subject to the prevailing Load) of the Business Day on which Redemption is processed. Any imposition of restriction on Redemption would be require specific approval of the Board of the AMC and Trustee Company and the same shall be informed to SEBI immediately.

VII. Duration of the Scheme / Winding up

Duration of the Scheme

The duration of all open-ended Schemes is perpetual. The duration of Schemes other than open ended schemes shall be as set out in the relevant Scheme Information Documents of that Scheme.

The Trustee reserves the right to make such changes / alterations to all or any of the Schemes (including the charging of fees and expenses) offered under this Statement of Additional Information and the various Scheme Information Documents to the extent permitted by the applicable SEBI Regulations.

For Close Ended Scheme

The duration of a Close Ended Scheme would be till the maturity date and will be fully Redeemed on such maturity date. A close-ended Scheme shall be wound up on the expiry of duration fixed in the Scheme on the Redemption of the Units unless it is rolled-over for a

further period in accordance with the Regulations

The Scheme can be converted to an open ended scheme, if:

1. The Scheme Information Document of the scheme discloses the option and the period of such conversion.
2. The Unit holders are provided with an option to Redeem their Units in full.

A close ended Scheme may be allowed to be rolled over if the purpose, period and other terms of roll over and all other material details of the Scheme including the likely composition of the assets immediately before the roll over, the net assets and the net assets value of the Scheme are disclosed to the Unit holders and a copy of the same has been filed with SEBI.

Further, as mentioned at point 2 above, 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.

The Trustee reserves the right to convert the close ended Scheme to an open ended Scheme after complying with provisions of SEBI Regulations. The Trustees may also roll over the Scheme for a further period at their discretion after complying with the SEBI Regulations.

Winding up

A close-ended Scheme shall be wound up on the expiry of duration fixed in the Scheme on the Redemption of the Units unless it is rolled-over for a further period in accordance with the SEBI Regulations.

Further, in terms of the SEBI Regulations a Scheme may be wound up after repaying the amount due to the Unit holders:

- On the happening of any event, which in the opinion of the Trustees, requires the Schemes to be wound up; or
- If Unit holders representing seventy five percent (75%) of the Units of the Schemes pass a resolution that the Schemes be wound up; or
- If SEBI so directs in the interest of the Unit holders; or
- In case of non-fulfillment of conditions prescribed in SEBI circular no. SEBI/IMD/CIR No. 10/22701/03 dated December 12, 2003 and amendments thereto from time to time.

Where the Schemes are so wound up, the Trustees shall give notice of the circumstances leading to the winding up of the Schemes to:

- SEBI and
- In two daily newspapers having a circulation all over India and in one vernacular newspaper with circulation in Mumbai.

Effect of Winding Up

On and from the date of the publication of notice of winding up, the Trustees or the AMC, as the case may be, shall:

- Cease to carry on any business activities in respect of the Schemes so wound up
- Cease to create or cancel Units in the Schemes

- Cease to issue or Redeem Units in the Schemes

Procedure and manner of winding up

The Trustees shall call a meeting of the Unit holders of the relevant Scheme to approve by simple majority of the Unit holders present and voting at the meeting, resolution for authorising the Trustees or any other person to take steps for the winding up of the Scheme. However a meeting of the Unit holders shall not be necessary if the Scheme is wound up at the end of maturity period of the Scheme.

The Trustees or the person authorised as above, shall dispose of the assets of the Schemes concerned in the best interest of the Unit holders of the Scheme.

The proceeds of sale realised in pursuance of the above, shall be first utilised towards discharge of such liabilities as are due and payable under the relevant Schemes, and after making appropriate provisions for meeting the expenses connected with such winding up, the balance shall be paid to the Unit holders in proportion to their respective interest in the assets of the Schemes, as on the date the decision for winding up was taken.

On completion of the winding up, the Trustees 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 the assets of the Schemes before winding up, expenses of the Schemes for winding up, net assets available for distribution to the Unit holders and a certificate from the auditors of the Fund.

Notwithstanding anything contained herein above, the provisions of the SEBI Regulations in respect of disclosures of half-yearly reports and annual reports shall continue to be applicable, until winding up is completed or the relevant Scheme cease to exist.

After the receipt of the report referred to above, if SEBI is satisfied that all measures for winding up of the Schemes have been complied with, the Schemes shall cease to exist.

C. GENERAL INFORMATION

I. Investor information

The AMC may collect, store and process by electronic or other means the data supplied by the Investors at the time of their Subscription or otherwise, for the purpose of fulfilling the services required by the Investors and complying with its legal obligations. The data processed may include, but may not be limited to, the name, address and invested amount of each Investor (the “**Personal Data**”). In particular the data supplied by the Investors may be processed for the purpose of (i) maintaining the register of Unit holders, (ii) processing Subscriptions, Redemptions and payments of Dividends to Unit holders, (iii) performing controls on excessive trading, market timing and unfair or suspicious practices, and (iv) complying with applicable anti-money laundering rules. The AMC may delegate to another entity/ third party service provider including to its Sponsor, its subsidiaries, associates, or any group company of the Sponsor, either established or to be established at a later date (the “**Service Providers**”), the processing of the Personal Data and/or distributor communications, in compliance with, and within the limits of, the applicable Laws and SEBI Regulations.

Subject to and in accordance with applicable Laws, the Trustees/AMC/ Service Providers may monitor electronic communications and may record telephone conversations between the Investors/ Unit holders and the Service Providers of the Mutual Fund and use the same as evidence. Any information received by the Trustees / AMC / Service Providers through such interception may be shared in accordance with this section.

The AMC may share Investors' Personal Data with the following third parties:

- The Sponsor or its associates, Trustee Company, Registrar, banks and / or authorised external third parties who are involved in transaction processing, dispatches, etc. of the Scheme or who have been appointed by the Trustees/AMC to provide services to the Scheme;
- Distributors or sub-brokers through whom applications of Investors are received for the Scheme; or
- Any other persons for compliance with any legal or regulatory requirements or to verify the identity of Investors for complying with anti-money laundering requirements.

Account statements or financial information pertaining to the Investor, if it is to be sent over the internet to the Unit holder, distributors or any other entity as indicated above, may be sent through a secure means and / or through encrypted electronic mail on best efforts basis.

II. Master Account / Folio

As an Investor friendly measure, unless otherwise requested by the Unit holder, one master / folio number may be assigned to one Investor investing in different Schemes of the Mutual Fund. In such a case, one consolidated account statement will be provided for investments in all the Schemes. The number of Units allotted to a Unit holder or Redeemed by a Unit holder will be reflected in their account and a statement to this effect will be issued to the Unit holder. The AMC reserves the right to assign the existing master account / folio number against multiple applications and / or subsequent Purchases under a new Application Form by an existing Unit holder, with identical mode of holding and address.

III. Fractional Units

Since a request for Redemption or Purchase is generally made in rupee amounts and not in terms of number of Units of the Schemes, an Investor may be left with fractional Units. Fractional Units will be computed and accounted for up to three decimal places. However, fractional Units will in no way affect the Unit holder's ability to Redeem the Units, either in part or in full, standing to the Unit holder's credit.

IV. Borrowing by the Mutual Fund

Under the SEBI Regulations, the Fund is allowed to borrow to meet its temporary liquidity needs for the purpose of Redemption of Units or payment of interest or Dividends to the Unit holders. Further, as per the SEBI Regulations, the Fund shall not borrow more than 20% of the net assets of the Schemes and the duration of such borrowing shall not exceed a period of 6 months. The Fund may raise such borrowings after approval by the Trustees from its Sponsor / associates / group companies / commercial banks in India or any other entity at market related rates prevailing at the time and applicable to similar borrowings. The Security for such borrowings, if required, will be as determined by the Trustees as permitted under applicable Laws. Such borrowings, if raised, may result in a cost, which would be dealt with in consultation with the Trustees.

V. Securities Lending by the Mutual Fund

Stock lending means the lending of Securities 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 expiry of the stipulated period.

Subject to the SEBI Regulations and the applicable guidelines, the Schemes and the Options/ plan(s) thereunder may, if the Trustees permit, engage in Securities lending. Please refer to risks attached with Securities lending as provided in the Section on 'Risk Factors' in the relevant Scheme Information Documents. Each of the Schemes, under normal circumstances,

shall not have exposure of more than 50% of its net assets in Securities lending and may also not lend more than 50% of its net assets to any one intermediary to whom Securities will be lent, however, where the limits specified in the relevant SID are higher than 50%, such limits shall be applicable. The AMC shall report to the Trustees on a quarterly basis as to the level of lending in terms of value, volume and the names of the intermediaries and the earnings / losses arising out of the transactions, the value of collateral Security offered etc. The AMC, with a view to optimizing returns / protecting the interests of the Investors, may increase / decrease exposure in Securities lending activities as deemed fit from time to time.

VI. Underwriting

Subject to the SEBI Regulations, the Schemes may enter into underwriting agreements after the Mutual Fund obtains the necessary registration in terms of the SEBI (Underwriters) Regulations, 1993 and the SEBI (Underwriters) Rules, 1993 authorising it to carry on activities as underwriters. The capital adequacy norms for the purpose of underwriting shall be the net assets of the Schemes and the underwriting obligation of the Schemes shall not at any time exceed the total NAV of the Schemes.

VII. Right to set-off

The AMC shall have the right to set-off Dividend amounts, Redemption amounts or any other amounts that may be payable to an Unit holder under the Schemes:

- (i) against Redemption proceeds already paid by the AMC in respect of Units created without realizing the subscription amounts, and/or
- (ii) against any excess payments made (and, in the case of payments by cheque, whether encashed or not) to such Unit holder, under the Schemes or under any other Schemes of the Mutual Fund managed by the AMC in the same folio or any other folio of such Investor in the Mutual Fund.

VIII. Power to make Rules

Subject to the SEBI Regulations, the Trustees may from time to time, prescribe such terms and make such rules for the purpose of giving effect to the Schemes and the plans / options thereunder with power to the AMC to add to, alter or amend all or any of the terms and rules that may be framed from time to time.

IX. Schemes to be binding on the Unit holders

Subject to the SEBI Regulations, the Trustees may from time to time, add or otherwise vary or alter all or any of the features of plans/options and terms of the Schemes in accordance with the information provided in the relevant Scheme Information Document(s). Any additions / variations / alternations shall be done only in accordance with the SEBI Regulations.

X. Acts done in good faith

Any act, thing or deed done in good faith in pursuance of or with reference to the information provided in the application or other communications received from the Investor/ Unit holder will constitute good and full discharge of the obligation of the Fund, Trustees and the AMC.

In cases of copies of the documents / other details such as list of authorized signatories, that are submitted by a limited company, body corporate, registered society, trust or partnership, if the same are not specifically authenticated to be certified true copies but are attached to the Application Form and / or submitted to the Fund, the onus for authentication of the documents so submitted shall be on such Investors and the AMC / Fund will accept and act on these in good faith wherever the documents are not expressly authenticated. Submission of

these documents / details by such Investors shall be full and final proof of the corporate Investor's authority to invest and the AMC / Fund shall not be liable under any circumstances for any defects in the documents so submitted.

XI. Lien

In conformity with the guidelines and notifications issued by SEBI / GOI / any other regulatory agencies from time to time, as applicable, Units under the Schemes may be offered as security by way of a lien / charge in favour of scheduled banks, financial institutions, non-banking finance companies, or any other body. The Registrar will note and record the lien against such Units. A standard form for this purpose is available on request with the Registrar. The Fund will have a first and paramount right of lien/set-off with respect to every Unit/Dividend under any Scheme of the Fund for any money that may be owed by the Unit holder, to it.

The Unit holder will not be able to Redeem / Switch Units under lien until the lien holder provides written authorisation to the AMC / Fund that the lien is discharged. As long as Units are under lien, the lien holder will have complete authority to exercise the lien, thereby Redeeming such Units and receiving payment proceeds. In such instance, the Unit holder will be informed by the Registrar through an account statement. In no case will the Units be transferred from the Unit holder to a lien holder. Dividends declared on Units under lien will be paid / re-invested to the credit of the Unit holder and not the lien holder. Subject to instructions received from the Unit holder, the AMC shall pay the Dividends to the lien holder and any payments made by the AMC shall be a valid discharge of all liability of the Fund and the AMC in this regard. If either the Fund and / or the AMC incur any loss whatsoever arising out of any litigation or harm that it may suffer in relation to payment of Dividend to the lien holder under instructions of the Unit holder, they will be entitled to be indemnified absolutely by the Unit holder.

For lien of units held in demat form, investors shall adhere to the rules of lien as mentioned in the Depository regulations

XII. Website

Subject to applicable Laws, the website of the AMC should not be regarded as a solicitation for business in any jurisdiction. In particular the information is not for distribution and does not constitute an offer to sell or the solicitation of an offer to buy Securities in any jurisdiction where such activity is prohibited. Any persons resident outside India who nevertheless intend to respond to the material / information on the website must first satisfy themselves that they are not subject to any local requirements, which restrict or prohibit them from doing so.

Information other than that relating specifically to the AMC, the Mutual Fund and its products, is for information purposes only and should not be relied upon as a basis for investment decisions. Subject to applicable Laws, the AMC shall not be responsible, nor be held liable, for any information contained in any website linked from the said website.

The AMC makes no representations whatsoever about any such website which the user may access through the said website. A link to a non - AMC website does not mean that the AMC endorses or accepts any responsibility for the content, or the use, of such website. It is the responsibility of the user to take precautions to ensure that whatever is selected for use is free of such items as viruses and other items of a destructive nature.

The Investors are requested to read the terms and conditions and other policies given on the said website carefully before using the website. By using the said website, the Investor will be deemed to have agreed that the terms and conditions and other policies specified apply to the

use of the Investor of the said website, any information obtained from the site, and its products and services. If the Investor does not agree to the specified terms, the Investor may not use the said website or download any content from it.

XIII. Web transactions Facility

The Fund has introduced certain online transactions, including additional Purchase and Redemption of the Units of the Fund or other transaction such as change in address, change in bank details, change in mode of payment etc. Currently this facility is available for existing Investors only through our website www.gsam.in

However Investors intending to take benefit of the web-based transaction facility should note that the Investor shall use this service at his own risk. Subject to applicable Laws, the Fund, the AMC, the Trustee, along with its directors, employees and representatives shall not be liable for any damages or injuries arising out of or in connection with the use of the website or its non-use including, without limitation, non-availability or failure of performance, loss or corruption of data, loss of or damage to property (including profit and goodwill), work stoppage, computer failure or malfunctioning, or interruption of business; error, omission, interruption, deletion, defect, delay in operation or transmission, computer virus, communication line failure, unauthorised access or use of information.

Subject to the applicable Law, the Fund shall not be liable for any misuse of data placed on the website, "hacking" or unauthorized accessing of the server of the Fund by third parties. The Fund will not be liable for any failure to act upon electronic instructions or to provide any facility for any cause that is beyond the control of the Fund.

XIV. Distributor

The AMC is the sole authority to select such financial intermediary/intermediaries who would distribute the product. Further, the AMC may appoint one or more exclusive distributors, at its discretion, based on the parameters decided by the AMC. For further details on the distributors, please refer to the relevant Scheme Information Document(s). As permitted under the SEBI Regulations, the AMC will engage the services of Distributors for the distribution of Units of the Scheme and may make differential payment to the Distributors based on varying fee structures as may be agreed between the AMC and each Distributor, the amount of which would typically be connected to the volume of sales.

XV. Omnibus clause

As provided under Regulation 52(7) of the SEBI Regulations, any expenditure in excess of the limits specified in the SEBI Regulation, shall be borne either by the AMC, or the Trustee or the Sponsor.

Any amendment / clarification and guidelines including in the form of notes or circulars issued from time to time by SEBI for the operation and management of the Mutual Fund shall be deemed to be applicable.

XVI. Inter-Scheme Transfers

Inter-Scheme Transfer of Investments:

Transfers of investments from one Scheme to another Scheme of the 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.

In case of Securities which are not traded on the principal stock exchange / any other exchange, the inter-Scheme transfers will be effected based on fair valuation to be arrived at by the AMC.

The Mutual Fund shall not transfer illiquid Securities from/to the Scheme to /from other Schemes/plans/Options of the Mutual Fund. NPAs of other Schemes will not be acquired by the Scheme. All inter scheme transfers should be in conformity with the SEBI Regulations.

XVII. Associate Transactions

The AMC may utilise the services of the Sponsor, group companies and any other subsidiary or associate company of the Sponsor established or to be established at a later date, in case such a company (including employees or relatives) is in a position to provide the requisite services to the AMC to the extent permitted under the SEBI Regulations. The AMC will conduct its business with the aforesaid companies (including employees or relatives) on commercial terms and on arms' length basis and at mutually agreed terms and conditions to the extent permitted under the SEBI Regulations, after evaluation of the competitiveness of the pricing offered by the Sponsor, associate companies (including employees or relatives) and the services to be provided by them.

- Currently, the Schemes of the Mutual Fund have not made any investments in any of the group companies of the Sponsor and the AMC.
- The AMC has till date, not entered into any underwriting contracts in respect of any public issue made by any of its associate companies. As of the date of this Statement of Additional Information, there has been no subscription to any issues lead managed by associate companies or subscription to any issue of equity or debt on private placement basis where the Sponsor or its associate companies have acted as arranger or manager. However in the event the Schemes enter into any underwriting contracts in respect of any public issue made by any of its associate companies or subscribes to issues lead managed by associate companies of the Sponsor or subscribes to any issue of equity or debt on private placement basis where the Sponsor or its associate companies have acted as arranger or manager, the appropriate disclosures in relation to the same shall be made in accordance with the SEBI Regulations.
- The Schemes of the Mutual Fund have not undertaken any underwriting obligations with respect to issues lead managed by associate companies.
- Associate transactions, if carried out, will be as per the SEBI Regulations and the limits prescribed thereunder. The Schemes shall not make any investment in:
 - Any unlisted Security of an associate or group company of the Sponsor
 - Any Security issued by way of private placement by an associate or group company of the Sponsor
 - The listed Securities of group companies of the Sponsor which is in excess of 25% of the net assets.

The AMC may from time to time, for the purpose of conducting its normal business, use the services (including brokerage services, Securities transactions, distribution of Units, etc.) of the Sponsor, its subsidiaries, associates, or any group company of the Sponsor, either established or to be established at a later date, and who is in a position to provide the requisite services to the AMC. The AMC will conduct its business with the aforesaid companies (including their employees or relatives) on commercial terms and on arms' length basis and at mutually agreed terms and conditions, to the extent permitted under the SEBI Regulations or after obtaining approvals from SEBI, if required.

The related Indian affiliates of the Sponsor on the date of this Statement of Additional Information are:

- Goldman Sachs Asset Management (India) Private Limited (“GSAMC”)
- Goldman Sachs Trustee Company (India) Private Limited (“GSTC”)
- Goldman Sachs (India) Securities Private Limited (“GSISPL”)
- Goldman Sachs Services Private Limited (“GSSPL”)
- Goldman Sachs (India) Finance Private Limited (“GSIFPL”)
- Goldman Sachs (India) Capital Markets Private Limited (“GSICMPL”)

The AMC may appoint GSISPL as a clearing member for clearing transactions entered into by the Mutual Fund for all its Schemes on the futures and options segment of the relevant Exchanges in India.

The AMC may utilise the services of GSISPL as a broker registered with SEBI for carrying out the Securities transactions for the Schemes of the Mutual Fund in accordance with the SEBI Regulations.

Goldman Sachs is a large financial conglomerate having interests across the globe and across business lines. Due to the diverse nature of business of Goldman Sachs group and associate companies it may be likely that Mutual Fund may have dealings, transactions with group / associate companies.

The details of brokerage and commission paid to associates/related parties/group companies of the Sponsor/AMC is mentioned below:

Brokerage paid to associates/related parties/group companies of Sponsor/AMC for the Financial Years 2014-15 and 2015-16

Name of associate/related parties/group companies of Sponsor/AMC	Nature of Association / Nature of Relation	Period Covered (Financial Years 2014-15 and 2015-16)	Value of transaction (in Rs. Cr. & % of total value of transaction of the Fund)	Brokerage (Rs Cr & % of total brokerage paid by the Fund)
NIL				

Brokerage paid to associates/related parties/group companies of Sponsor/AMC for the Financial Years 2013-14

Name of associate/related parties/group companies of Sponsor/AMC	Nature of Association / Nature of Relation	Period Covered	Value of transaction (in Rs. Cr. & % of total value of transaction of the Fund)	Brokerage (Rs Cr & % of total brokerage paid by the Fund)
Goldman Sachs (India) Securities Private Limited	Group Company	April 2013 to March 2014	4.95 and 0.94%	@ and 1.67%

@ - Less than Rs. 0.01 Crores

Commission paid to associates/related parties/group companies of Sponsor/AMC for the Financial Years 2013-2014, 2014-15 and 2015-16

Name of associate/related parties/group companies of Sponsor/AMC	Nature of Association / Nature of Relation	Period Covered (Financial Years 2013-14, 2014-15 and 2015-16)	Business Given (in Rs. Cr. & % of total business received by the Fund)	Commission paid (Rs Cr & % of total commission paid by the Fund)
NIL				

XVIII. Auto Debit and Electronic Clearing Service

The AMC may from time to time provide Electronic Clearing Services/Electronic Fund Transfer facility to the Investors for Subscriptions, Redemptions and for payment of Dividends. The Investor opting for Electronic Clearing Services/Electronic Fund Transfer may be required to sign a mandate form on the basis of which the Fund will arrange for debiting and/or crediting his account as per the frequency, amount and date chosen by the Investor or as and when Dividend is declared.

XIX. Documents Available for Inspection

The following documents will be available for inspection at the office of the Mutual Fund at 951-A, Rational House, Appasaheb Marathe Marg, Prabhadevi, Mumbai 400025 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
- SEBI Regulations and amendments from time to time thereto.
- Indian Trusts Act, 1882.

XX. Investor Grievances Redressal Mechanism

Investor grievances are normally received at the office of the AMC, Investor Service Centres or directly by the Registrar. All grievances are generally forwarded to the Registrar for their necessary action. The complaints are closely followed up with the Registrar such that timely redressal and prompt Investor services are provided. The AMC will at all times endeavour to handle transactions efficiently and to resolve any Investor grievances promptly.

Any complaints should be addressed to Mr. Rajdeep Basu, who has been appointed as the Investor Relations Officer who shall regularly review the redressal of complaints for assessing the quality and timeliness of the redressal.

He can be contacted at:

Address : Ground Floor, Prince Ville
Embassy Golf Link Business Park, Off Intermediate Ring Road,
Domlur, Bengaluru – 560071

Telephone : +91-80-6772 4507

Toll free no. : 1800-266-1220

Fax : +91-80-6772 4570

E-mail : rajdeep.basu@gs.com

The status of Investor complaints for current fiscal year is as follows

1. Financial Year 2016-2017*

Scheme Name	No. of Cases Received	No. of Cases Redressed	No. of Cases Pending
GS Nifty BeES	-	-	-
GS Junior BeES	-	-	-
GS Liquid BeES	-	-	-
GS Bank BeES	-	-	-
GS Gold BeES	-	-	-
GS PSU Bank BeES	-	-	-
GS CNX 500	2	1	1
GS Shariah BeES	-	-	-
GS Hang Seng BeES	-	-	-
GS Infra BeES	-	-	-
GSIEF	-	-	-
CPSE ETF	1	1	-

*The details of Investor complaints have been updated until September 30, 2016

The status of Investor complaints for previous three fiscal years is as follows:

2. Financial Year 2015-2016

Scheme Name	No. of Cases Received	No. of Cases Redressed	No. of Cases Pending
GS Nifty BeES	1	1	-
GS Junior BeES	-	-	-
GS Liquid BeES	-	-	-
GS Bank BeES	-	-	-
GS Gold BeES	1	1	-
GS PSU Bank BeES	-	-	-
GS CNX 500	1	1	-
GS Shariah BeES	-	-	-
GS Hang Seng BeES	-	-	-
GS Infra BeES	-	-	-
GSIEF	-	-	-
CPSE ETF	8	8	-

3. Financial Year 2014-2015

Scheme Name	No. of Cases Received	No. of Cases Redressed	No. of Cases Pending
GS Nifty BeES	-	-	-
GS Junior BeES	-	-	-
GS Liquid BeES	1	1	-
GS Bank BeES	-	-	-
GS Gold BeES	1	1	-
GS PSU Bank BeES	-	-	-
GS CNX 500	3	3	-
GS Shariah BeES	-	-	-
GS Hang Seng BeES	-	-	-
GS Infra BeES	-	-	-
GSIEF	-	-	-
CPSE ETF	34	35	-

4. Financial Year 2013-2014

Scheme Name	No. of Cases Received	No. of Cases Redressed	No. of Cases Pending
GS Nifty BeES	-	-	-
GS Junior BeES	-	-	-
GS Liquid BeES	1	1	-
GS Bank BeES	-	-	-
GS Gold BeES	-	-	-
GS PSU Bank BeES	-	-	-
GS CNX 500	9	9	-
GS Shariah BeES	-	-	-
GS Hang Seng BeES	-	-	-
GS Infra BeES	-	-	-
GSIEF	1	1	-
CPSE ETF	1	-	1

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.
