

## Statement of Additional Information

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

<b>Name of Sponsor:</b> Samco Securities Limited	<b>Name of Mutual Fund:</b> Samco Mutual Fund <b>Name of Asset Management Company:</b> Samco Asset Management Private Limited
<b>Address:</b> 1004 - A, 10th Floor, Naman Midtown - A Wing, Senapati Bapat Marg, Prabhadevi 400 013	<b>Addresses, Website of the Entities:</b> <b>Address:</b> 1003 - A, Naman Midtown, Senapati Bapat Marg, Prabhadevi West, Mumbai - 400 013 <b>Website:</b> <a href="http://www.samcomf.com">www.samcomf.com</a> , <b>Email:</b> <a href="mailto:mfassist@samcomf.com">mfassist@samcomf.com</a> , <b>Toll Free No.:</b> 18001034757, <b>Fax No.:</b> 022 41708989

This Statement of Additional Information is dated January 30, 2026.

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### Interpretation

- For all purposes of the SAI, except as otherwise expressly provided or unless the context otherwise requires;
- all references to the masculine shall include the feminine and all references, to the singular shall include the plural and vice-versa.
- all references to “dollars” or “\$” refer to United States Dollar’s and “Rs” refer to Indian Rupees. A “crore” means “ten million” and a “lakh” means a “hundred thousand”.
- all references to timings relate to Indian Standard Time (IST).
- References to a day are to a calendar day including non-Business Day.
- Please note that words and expressions used in the SAI will have the same meaning assigned from time to time in the SID.

## I. INFORMATION ABOUT SPONSOR, ASSET MANAGEMENT COMPANY AND TRUSTEES

### A. Constitution of the Mutual Fund

Samco Mutual Fund (the “Mutual Fund”) has been constituted as a trust on August 06, 2020, in accordance with the provisions of the Indian Trusts Act, 1882 (2 of 1882) with Samco Securities Limited as the Sponsor and Samco Trustee Private Limited as the Trustee to the Mutual Fund. The Trust Deed has been registered under the Indian Registration Act, 1908. The Mutual Fund was registered with SEBI on July 30, 2021 under Registration Code MF/077/21/03.

### B. Sponsor

Samco Mutual Fund is sponsored by Samco Securities Limited. The Sponsor is the Settlor of the Mutual Fund Trust. The Sponsor have entrusted a sum of Rs. 1,00,000/- (Rupees One Lakh only) to Samco Trustee Private Limited (the Trustee Company) as the initial contribution towards the corpus of the Mutual Fund.

SAMCO Securities Limited, formerly Samruddhi Stockbrokers Limited is India’s leading discount broker incorporated in May 2004 and rebranded to Samco Securities Limited in 2015. Mr. Jimeet Vipul Modi is the Group CEO. It is headquartered in Mumbai and is one of India’s fastest-growing companies in the discount broking space, with over 2,50,000 customers. Samco’s mission is to provide retail investors with access to sophisticated financial technology that can assist in creating wealth for retail investors at a low cost. Today Samco Securities Limited provides some of the unique products to enable customers to make the most efficient use of their capital. Samco Securities Limited thereby endeavors to give low-cost access to capital markets to every Indian.

#### Financial Performance of the Sponsor (past three years):

(Rs. In lakhs)

Particulars	2024-25	2023-24	2022-23
Net worth	11233.52	12,093.98	13,192.07
Total Income	9430.19	9,476.75	8,818.85
Profit After Tax	(860.46)	(1098.09)	547.23
Assets Under Management (if applicable)	NA	NA	NA

Note: Above numbers are standalone numbers of the sponsor.

### C. The Trustee

Samco Trustee Private Limited (the “Trustee”), through its Board of Directors, shall discharge its obligations as trustee of Samco Mutual Fund. The Trustee ensures that the transactions entered into by the Investment Manager / Asset Management Company (i.e. Samco Asset Management Private Limited) are in accordance with the SEBI (Mutual Funds) Regulations, 1996 and will also review the activities carried out by the AMC.

**Details of Trustee Directors:**

Name	Age/ Qualification	Brief Experience
<b>Mr. Ghyanendra Nath Bajpai</b> (Independent Director)	83 M.Com, LLB	<p>Mr. G N Bajpai, a distinguished leader in Indian business was the Chairman of the Securities and Exchange Board of India (SEBI). Earlier Mr. Bajpai was Chairman of the Life Insurance Corporation of India (LIC).</p> <p>Mr. Bajpai was also Non-Executive Chairman of National Stock Exchange, Stock Holding Corporation of India, LIC Housing Finance Ltd, and LIC International EC Bahrain and LIC Nepal Ltd.</p> <p>Mr. Bajpai is on the Board of Advisors of Indian Army Group Insurance Fund and Member of Governing Board of National Insurance Academy. Mr. Bajpai was the Chairman of Indian's National Pension Trust Board. Earlier he has served on the Governing Board of Indian Institute of Management, Lucknow.</p>
<b>Mr. Prabhat Kumar</b> (Independent Director)	85 M.Sc. (Economics)	Mr. Prabhat Kumar is retired civil servant. An Indian Administrative Service (IAS) officer (Economics) of the 1963 batch and Uttar Pradesh cadre, Kumar served as secretary to the Ministry of Textiles before his appointment as the cabinet secretary between 1998 and 2000. Upon creation of the State of Jharkhand in November 2000, he was made the first governor.
<b>Mr. Shailesh Ramji Ghedia</b> (Independent Director)	68 B. Com, FCA	Mr. Shailesh Ghedia has over 35 years' experience in managing in the field of Direct and Indirect Taxes, Bank Audits, Project Finance and Management Consultancy Since the past 26 years, he is associated with Investors' Grievance Forum (IGF) a SEBI registered NGO working in the field of investors' protection as founder general secretary. Currently holds the position as Honorary Vice President of IGF.
<b>Mr. Sanjiv Kapur</b> (Associate and Non-Executive Director)	65 Bachelor of Commerce, Bachelor of Law, Chartered Accountant, Company Secretary	Sanjiv J Kapur has over 30 years of experience including having worked with various exchanges for about 24 years like Multi Commodity Exchange, Metropolitan Stock Exchange, United Stock Exchange and Bombay Stock Exchange in the areas of Compliance, Operations, Surveillance, Listings etc. He had lead various departments in the Stock Exchanges in a very senior capacity during his stint in the Stock

Name	Age/ Qualification	Brief Experience
		Exchanges. He contributed in formulating policies, streamlining processes etc, across different verticals along with the Regulators.

**Rights, Obligations, Responsibilities and Duties of the Trustee under the Trust Deed and the SEBI (MF) Regulations, 1996:**

Pursuant to the Trust Deed dated August 06, 2020 (as amended from time to time) constituting the Mutual Fund and in terms of the SEBI (MF) Regulations, the rights, obligations, duties and responsibilities of the Trustee, inter-alia, are as under:

1. The Trustee and the AMC have with the prior approval of SEBI entered into an Investment Management Agreement.
2. The Investment Management Agreement contains clauses as are mentioned in the Fourth Schedule of the SEBI (MF) Regulations and such other clauses as are necessary for the purpose of entrusting investment management of the Mutual Fund.
3. The Trustee shall have a right to obtain from the AMC such information as is considered necessary by it.
4. The trustees shall approve the policy for empanelment of brokers by the asset management company and shall ensure that an asset management company has been diligent in empanelling the brokers, in monitoring securities transactions with brokers and avoiding undue concentration of business with any broker.
5. The trustees shall ensure that the asset management company has not given any undue or unfair advantage to any associates or dealt with any of the associates of the asset management company in any manner detrimental to interest of the unitholders.
6. The trustees shall ensure that the transactions entered into by the asset management company are in accordance with SEBI (MF) Regulations and the scheme.
7. The trustees shall ensure that the asset management company has been managing the mutual fund schemes independently of other activities and have taken adequate steps to ensure that the interest of investors of one scheme are not being compromised with those of any other scheme or of other activities of the asset management company.
8. The trustees shall ensure that all the activities of the asset management company are in accordance with the provisions of SEBI (MF) Regulations.
9. Where the trustees have reason to believe that the conduct of business of the mutual fund is not in accordance with SEBI (MF) Regulations and the scheme they shall forthwith take such remedial steps as are necessary by them and shall immediately inform SEBI of the violation and the action taken by them.
10. Each trustee shall file the details of his transactions of dealing in securities with the Mutual Fund, within the time and manner as may be specified by SEBI from time to time.

11. The Trustee shall be accountable for, and be the custodian of the funds and property of the Scheme(s) and shall hold the same in trust for the benefit of the Unitholders in accordance with SEBI (MF) Regulations and the provisions of the Trust Deed.
12. The Trustee shall take steps to ensure that the transactions of the Fund are in accordance with the provisions of the Trust Deed.
13. The trustees shall ensure that asset management company calculates the income due to be paid to the mutual fund and also of any income received in the mutual fund for the holders of the units of any scheme in accordance with SEBI (MF) Regulations and the trust deed.
14. The Trustee shall obtain the consent of the Unitholders:
  - a) whenever required to do so by SEBI in the interest of the unitholders; or
  - b) whenever required to do so on the requisition made by three-fourths of the unit holders of any scheme; or
  - c) when the majority of the trustees decide to wind up a scheme or prematurely redeem the units of a close ended scheme.
15. The Trustee shall ensure that no change in the fundamental attributes of any scheme, the fees and expenses payable or any other change which would modify the scheme and affect the interest of the unit holders is carried out by the asset management company, unless it complies with sub-regulation (26) of regulation 25 of these regulations.
16. The Trustee shall call for the details of transactions in securities by the key personnel of the AMC in their own personal names or on behalf of the AMC and report to SEBI, as and when required.
17. The Trustee shall quarterly or at such frequency as may be prescribed by SEBI from time to time review all transactions carried out between the Mutual Fund, AMC and its associates.
18. The trustees shall on a quarterly basis review the networth of the asset management company to ensure compliance with the threshold provided in clause (f) of sub-regulation (1) of regulation 21 on a continuous basis.
19. The trustees shall periodically review the service contracts relating to custody arrangements and satisfy themselves that such contracts are executed in the interest of the unit holders.
20. The Trustee shall ensure that there is no conflict of interest between the manner of deployment of its networth by the AMC and the interest of the Unitholders.
21. The Trustee shall periodically review the investor complaints received and the redressal of the same by the AMC.
22. The Trustee shall abide by the Code of Conduct as specified in the Fifth Schedule to the SEBI (MF) Regulations.
23. The Trustee shall furnish to SEBI on a half yearly basis or at such frequency as may be prescribed by SEBI from time to time:
  - a. a report on the activities of the Mutual Fund

- b. certificate stating that the Directors have satisfied themselves that there have been no instances of self-dealing or front running by any of the directors and key personnel of the AMC.
- c. a certificate to the effect that the AMC has been managing the Scheme(s) independently of the other activities and in case any activities of the nature referred to in sub regulation (2) of Regulation 24 of SEBI (MF) Regulations have been undertaken by the AMC and has taken adequate steps to ensure that the interest of the Unitholders are protected.

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

25. The Trustee shall exercise due diligence as under:

**A. General Due Diligence:**

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

**B. Specific Due Diligence:**

The Trustee shall:

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

vii. Communicate in writing to the AMC of the deficiencies and checking on the rectification of deficiencies.

**C. The trustees shall also exercise due diligence on such matters as may be specified by SEBI from time to time.**

In terms of the Clause 6.7A of SEBI Master Circular for Mutual Funds dated June 27, 2024, the trustees shall have following responsibilities:

**Core Responsibilities:**

- i) The Trustees shall exercise independent due diligence on the following matters:
  - a) Ensure the fairness of the fees and expenses charged by the AMC.
  - b) Review the performance of AMC in its schemes vis-a-vis performance of peers or the appropriate benchmarks.
  - c) Ensure that the AMC has put in place adequate systems to prevent mis-selling to increase assets under their management and valuation of the AMC.
  - d) Ensure that operations of AMC are not unduly influenced by the AMC's Sponsor, its associates and other stakeholders of AMC.
  - e) Ensure that undue or unfair advantage is not given by AMC to any of their associates/group entities.
  - f) Be responsible to address conflicts of interest, if any, between the shareholders / stakeholders / associates of the AMCs and unitholders.
  - g) Ensure that the AMC has put in place adequate systems to prevent misconduct including market abuse/misuse of information by the employees, AMC and connected entities of the AMC.
- ii) The Trustees shall take steps to ensure that there are system level checks in place at AMC's end to prevent fraudulent transactions including front running by employees, form splitting / mis-selling by distributors etc. The Trustees shall review such checks periodically.
- iii) The Trustees and their resource persons shall independently evaluate the extent of compliance by AMCs vis-à-vis the identified key areas and not merely rely on AMC's submissions /external assurances.
- iv) AMC shall put in place suitable mechanisms/systems to generate system-based information / data / reports for evaluation and effective due diligence by the Trustees. The AMC shall provide alerts based automated reports to the Trustees as may be required by the Trustees.
- v) The Trustees shall ensure that suitable mechanisms/systems are put in place by the AMC to generate system-based information/data/reports for evaluation and effective due diligence by the Trustees. The Trustees shall also ensure that the AMCs periodically review such systems.

- vi) The AMC shall submit exception reports/analytical information to the Trustees, that add value to the process of exercising their oversight role. The Trustees shall evaluate the nature and adequacy of the alerts and the manner of dealing with such alerts by AMC.
- vii) The Trustees shall require the AMC to furnish, in a true and fair manner, reports and alerts based on pre-decided parameters including but not limited to the areas specified as core responsibilities, for taking appropriate action.
- viii) The Trustees shall periodically review the steps taken by AMCs for folios which do not contain all the Know Your Client (KYC) attributes / updated KYC attributes and ensure that the AMCs take remedial steps necessary for updating the KYC attributes especially pertaining to bank details, PAN, mobile phone number.

**Other Responsibilities where trustees may rely on professional firms for carrying out due diligence on behalf of the Trustees:**

In order to enable Trustees to focus on the core responsibilities, for responsibilities other than the core responsibilities, the Trustees may rely on professional firms such as Audit Firms, Legal Firms, Merchant Bankers, etc (collectively referred to as “third party fiduciaries”) for carrying out due diligence on behalf of the Trustees.

The responsibilities other than core responsibilities, for which the Trustees may avail services of third party fiduciaries, include the following:

- a. Overseeing that AMCs manage the operations of Mutual Fund schemes independently from other activities.
- b. Discharging their role as a custodian of assets on behalf of unitholders in accordance with MF Regulations and the trust deed.
- c. Reviewing the networth of the AMC on a periodic basis to ensure compliance with prescribed threshold.
- d. Ensuring that the transactions of the Mutual Funds are in accordance with the provisions of the trust deed.

26. Notwithstanding anything contained in any applicable SEBI (MF) Regulations (1) to (22), the Trustee shall not be held liable for acts done in good faith if they have exercised adequate due diligence honestly.

27. The independent directors shall pay specific attention to the following, as may be applicable, namely:

- i. the Investment Management Agreement and the compensation paid under the agreement.
- ii. service contracts with affiliates: whether the AMC has charged higher fees than outside contractors for the same services.
- iii. selection of the AMC’s independent directors.
- iv. securities transactions involving affiliates to the extent such transactions are permitted.
- v. selection and nomination of individuals to fill independent directors’ vacancies.
- vi. designing of code of ethics to prevent fraudulent, deceptive or manipulative practices by insiders in connection with personal securities transactions.

- vii. the reasonableness of fees paid to Sponsors, AMC and any others for services provided.
- viii. principal underwriting contracts and their renewals.
- ix. any service contract with the associates of the AMC.

### **Modifications to the Trust Deed**

No amendment to the Trust deed will be carried out without the prior approval of the SEBI and unit holders' approval will be obtained where amendments affect their interest. The procedure for obtaining approval of the unit holders, wherever necessary, will be in accordance with the Regulations / Circulars or as may be prescribed by SEBI.

### **Supervisory Role of the Trustee**

The supervisory role of Trustee will be discharged inter alia by reviewing the information and operations of the Mutual Fund based on the internal audit reports/compliance reports received on a periodical basis. The Compliance Officer has direct reporting line to the Board of Directors of the Trustee. The Board Meeting of the Trustee shall be held at least once in every two calendar months and at least six such meetings shall be held in every year or at such frequency as may be prescribed under the Regulations. Further, the quorum for a Board meeting of the Trustee shall not be constituted unless such number of independent directors as may be prescribed by SEBI from time to time, are present at the meeting. The Board Meeting of the Trustee Company has been held 4 times during the period April 1, 2024 till the date of this SAI.

Further the Audit Committee chaired by an independent director of the Trustee Company is responsible for:

- Review of the periodic financial statements of the Trustee and Mutual Fund including audit observations
- To review the internal audit systems and internal and statutory audit reports
- Recommending appointment of auditors

### **Trustee - Fees and Expenses**

In accordance with the Deed of Trust constituting the Mutual Fund, the Trustee shall be entitled to receive a fee not exceeding 0.05% per annum of the average daily/weekly net assets of the Fund. In addition to the aforesaid remuneration, the Trustee shall be entitled for reimbursement of all costs, charges and expenses incurred in or about the administration and execution of the Fund. Such reimbursement from and out of the Trust Funds would always be to the extent permitted under the Regulations. Subsequently, the maximum rate of remuneration may be reviewed and mutually decided by the Sponsor and Trustee Company from time to time.

## II. Asset Management Company

Samco Asset Management Private Limited (“the AMC”) is a company incorporated under the Companies Act, 2013, on December 06, 2019, having its registered office at Naman Midtown ‘A’ - Wing, 10th Floor, Senapati Bapat Marg, Prabhadevi, Mumbai - 400 013. The AMC has been appointed as the Asset Management Company of Samco Mutual Fund by the Trustee vide Investment Management Agreement (IMA) dated August 21, 2020, and executed between the Trustee and the AMC.

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

### Other Activities of the AMC

The AMC may either through itself or through its subsidiaries may undertake other Business Activities such as acting as the investment manager of various Alternative Investment Funds (AIFs), providing portfolio management services, investment advisory services, separately managed accounts; etc. as permitted under Regulation 24(b) of the SEBI (Mutual Funds) Regulations, 1996, as amended from time to time and subject to such conditions as may be specified by SEBI from time to time. Any potential conflicts between these activities and the Mutual Fund will be adequately addressed by compliance with the requirements under Regulation 24(b) of the Regulations

### Details of AMC Directors:

Name	Age/ Qualification	Brief Experience
<b>Mr. Ashok Kacker</b> (Independent Director)	74 M.Sc.	Mr. Ashok Kacker has more than 3 decades of experience of working in the Government as an Indian Revenue Service (IRS – Income Tax) Officer. After seeking voluntary retirement from Government in 2007 (while working as a Chief Commissioner of Income Tax), he is currently involved in providing Financial Consultancy Services. During his long years with the Government, he has held important senior positions both in Executive capacities as well as in policy formulation roles.
<b>Mr. Ishwar Naik</b> (Independent Director)	72 B. Com, LLB (Gen), FCA	Mr. Ishwar Naik is a practicing Chartered Accountant since 1984, practicing in the field of Statutory Audit, Internal Audit, Income Tax, Company Law, FEMA, Mergers & Acquisitions. Actively involved with a group of Companies' having diversified interest in varied industries as a consultant.

Name	Age/ Qualification	Brief Experience
<b>Mr. Umeshkumar Mehta</b> (Associate and Executive Director)	50 B. Com, CA, MBA	Mr. Umeshkumar Mehta has over 25 years of experience in Indian Capital Markets. His role involves overseeing investment strategies and managing assets across diverse portfolios. He has profound knowledge of financial markets, believes in data driven approach to investments and draws lessons from financial markets histories. He used to lead the Samco group's Research team. He has been associated with the group for the last fifteen years. He is an CA and MBA by qualification.
<b>Mr. Jimeet Vipul Modi</b> (Associate and Non - Executive Director)	36 B. Com, ACA & CFA (USA)	Mr. Jimeet Modi is a Rank Holder Chartered Accountant and Founder & CEO of the SAMCO Group. Under his leadership, SAMCO operates under a wide range of financial service businesses including equity and commodity broking, depository services, equity research, mutual fund research and distribution. He has a career spanning over 15 years with rich experience in equity research, investment analysis and technology.

#### **Duties and obligations of Asset Management Company (AMC):**

Under the SEBI (MF) Regulations and the Investment Management Agreement, the AMC has, inter-alia, the following duties and responsibilities:

1. The asset management company shall take all reasonable steps and exercise due diligence to ensure that the investment of funds pertaining to any scheme is not contrary to the provisions of SEBI (MF) Regulations and the trust deed.
2. The asset management company shall exercise due diligence and care in all its investment decisions as would be exercised by other persons engaged in the same business.
3. The asset management company shall obtain, wherever required under SEBI (MF) Regulations, prior in-principle approval from the recognized stock exchange(s) where units are proposed to be listed.
4. The asset management company shall be responsible for the acts of commission or omission by its employees or the persons whose services have been procured by the asset management company.
5. The asset management company shall submit to the trustees, quarterly reports of each year on its activities and the compliance with SEBI (MF) Regulations.
6. The trustees at the request of the asset management company may terminate the assignment of the asset management company at any time. Provided that such termination shall become effective only after the trustees have accepted the termination of assignment and communicated their decision in writing to the asset management company.

7. Notwithstanding anything contained in any contract or agreement or termination, the asset management company or its directors or other officers shall not be absolved of liability to the mutual fund for their acts of commission or omission, while holding such position or office.
  - a. The Chief Executive Officer of the asset management company shall ensure that the mutual fund complies with all the provisions of applicable regulations and the guidelines or circulars issued in relation thereto from time to time and that the investments made by the fund managers are in the interest of the unit holders and shall also be responsible for the overall risk management function of the mutual fund.
  - b. Chief Executive Officer shall also ensure that the Asset Management Company has adequate systems in place to ensure that the Code of Conduct for Fund Managers and Dealers specified in PART - B of the Fifth Schedule of SEBI (MF) Regulations are adhered to in letter and spirit. Any breach of the said Code of Conduct shall be brought to the attention of the Board of Directors of the Asset Management Company and Trustees.
  - c. The fund managers (including Chief Investment Officer) shall ensure that the funds of the schemes are invested to achieve the objectives of the scheme and in the interest of the unit holders. Further, the Fund Managers (including Chief Investment Officer) shall abide by the Code of Conduct for Fund Managers and Dealers specified in PART - B of the Fifth Schedule of SEBI (MF) Regulations and submit a quarterly self-certification to the Trustees that they have complied with the said code of conduct or list exceptions, if any.
  - d. The Dealers shall ensure that orders are executed on the best available terms, taking into account the relevant market at the time for transactions of the kind and size concerned to achieve the objectives of the scheme and in the best interest of all the unit holders.
  - e. The Dealers shall abide by the Code of Conduct for Fund Managers and Dealers specified in PART - B of the Fifth Schedule of SEBI (MF) Regulations and submit a quarterly self-certification to the Trustees that they have complied with the said code of conduct or list exceptions, if any.
8. The board of directors of the asset management company shall ensure that all the activities of the asset management company are in accordance with the provisions of SEBI (MF) Regulations.
9. The asset management company shall not through any broker associated with the sponsor, purchase or sell securities, which is average of 5% or more of the aggregate purchases and sale of securities made by the mutual fund in all its schemes. Provided that for the purpose of this sub-regulation, the aggregate purchase and sale of securities shall exclude sale and distribution of units issued by the mutual fund. Provided further that the aforesaid limit of 5% shall apply for a block of any three months.
10. The asset management company shall not purchase or sell securities through any broker (other than a broker referred to in clause above) which is average of 5% or more of the aggregate purchases and sale of securities made by the mutual fund in all its schemes, unless the asset management company has recorded in writing the justification for exceeding the limit of 5% and reports of all such investments are sent to the trustees on a quarterly basis. Provided that the aforesaid limit shall apply for a block of three months.
11. The asset management company shall not utilise the services of the sponsor or any of its associates, employees or their relatives, for the purpose of any securities transaction and

distribution and sale of securities. Provided that an asset management company may utilise such services if disclosure to that effect is made to the unitholders and the brokerage or commission paid is also disclosed in the half-yearly annual accounts of the mutual fund.

Provided further that the mutual funds shall disclose at the time of declaring half-yearly and yearly results:

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

12. The asset management company shall file with the trustees the details of transactions in securities by the key personnel of the asset management company in their own name or on behalf of the asset management company and shall also report to SEBI, as and when required by SEBI.

13. In case the asset management company enters into any securities transactions with any of its associates a report to that effect shall be sent to the trustees at its next meeting.

14. In case any company has invested more than 5% of the net asset value of a scheme, the investment made by that scheme or by any other scheme of the same mutual fund in that company or its subsidiaries shall be brought to the notice of the trustees by the asset management company and be disclosed in the half-yearly and annual accounts of the respective schemes with justification for such investment provided the later investment has been made within one year of the date of the former investment calculated on either side.

15. The asset management company shall file with the trustees and SEBI—

- (i) detailed bio-data of all its directors along with their interest in other companies within fifteen days of their appointment;
- (ii) any change in the interests of directors every six months; and
- (iii) a quarterly report to the trustees giving details and adequate justification about the purchase and sale of the securities of the group companies of the sponsor or the asset management company, as the case may be, by the mutual fund during the said quarter.

16. Each director of the asset management company shall file the details of his transactions of dealing in securities with the trustees on a quarterly basis in accordance with guidelines issued by SEBI.

17. The asset management company shall not appoint any person as key personnel who has been found guilty of any economic offence or involved in violation of securities laws.

18. The asset management company 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 scheme 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.

19. The asset management company shall abide by the Code of Conduct as specified in PART-A of the Fifth Schedule to the SEBI (MF) Regulations.
20. The asset management company shall invest such amounts in such schemes of the mutual fund, based on the risks associated with the schemes, as may be specified by SEBI from time to time.
21. The asset management company shall not invest in any of its schemes unless full disclosure of its intention to invest has been made in the Scheme Information Document. Provided that an asset management company shall not be entitled to charge any fee on its investment in that scheme.
22. The asset management company shall not carry out its operations including trading desk, unit holder servicing and investment operations outside the territory of India.
23. The asset management company shall compute and carry out valuation of investments made by its scheme(s) in accordance with the investment valuation norms specified in Eighth Schedule of SEBI (MF) Regulations, and shall publish the same.
24. The asset management company and the sponsor of the mutual fund shall be liable to compensate the affected investors and/or the scheme for any unfair treatment to any investor as a result of inappropriate valuation.
25. The asset management company shall report and disclose all the transactions in debt and money market securities, including inter scheme transfers, as may be specified by SEBI.
26. The board of directors of the asset management company shall ensure before the launch of any scheme that the asset management company has-
  - i. systems in place for its back office, dealing room and accounting;
  - ii. appointed all key personnel including fund manager(s) for the scheme(s) and submitted their bio-data which shall contain the educational qualifications and past experience in the securities market with the Trustees, within fifteen days of their appointment;
  - iii. appointed auditors to audit its accounts;
  - iv. appointed a compliance officer who shall be responsible for monitoring the compliance of the Act, rules and regulations, notifications, guidelines, instructions, etc., issued by SEBI or the Central Government and for redressal of investors grievances. Further, compliance officer shall independently and immediately report to SEBI any non compliance observed by him/her.
  - v. appointed a registrar to an issue and share transfer agent registered under the Securities and Exchange Board of India (Registrars to an Issue and Share Transfer Agents) Regulations, 1993 and laid down parameters for their supervision;
  - vi. prepared a compliance manual and designed internal control mechanisms including internal audit systems;
  - vii. specified norms for empanelment of brokers and marketing agents;
  - viii. obtained, wherever required under SEBI (MF) regulations, prior in principle approval from the recognized stock exchange(s) where units are proposed to be listed.

27. The board of directors of the asset management company shall ensure that:
  - i. the asset management company has been diligent in empanelling the brokers, in monitoring securities transactions with brokers and avoiding undue concentration of business with specific brokers;
  - ii. the asset management company has not given any undue or unfair advantage to any associate or dealt with any of the associate of the asset management company in any manner detrimental to interest of the unit holders;
  - iii. the transactions entered into by the asset management company are in accordance with SEBI (MF) Regulations and the respective schemes;
  - iv. the transactions of mutual fund are in accordance with provisions of the trust deed;
  - v. the networth of the asset management company are reviewed on a quarterly basis to ensure compliance with the threshold provided in clause (f) of sub-regulation (1) of regulation 21 on a continuous basis;
  - vi. all service contracts including custody arrangements of the assets and transfer agency of the securities are executed in the interest of the unit holders;
  - vii. there is no conflict of interest between the manner of deployment of the networth of the asset management company and the interest of the unit holders;
  - viii. the investor complaints received are periodically reviewed and redressed;
  - ix. all service providers are holding appropriate registrations with SEBI or with the concerned regulatory authority;
  - x. any special developments in the mutual fund are immediately reported to the trustees;
  - xi. there has been exercise of due diligence on the reports submitted by the asset management company to the trustees;
  - xii. there has been exercise of due diligence on such matters as may be specified by SEBI from time to time.
28. The asset management company shall constitute a Unit Holder Protection Committee in the form and manner and with a mandate as may be specified by SEBI.
29. The asset management company shall be responsible for calculation of any income due to be paid to the mutual fund and also any income received in the mutual fund, for the unit holders of any scheme of the mutual fund, in accordance with SEBI (MF) Regulations and the trust deed.
30. The asset management company shall ensure that no change in the fundamental attributes of any scheme or the trust, fees and expenses payable or any other change which would modify the scheme and affect the interest of unit holders, shall be carried out unless,—
  - (i) a written communication about the proposed change is sent to each unit holder and an advertisement is issued in one English daily newspaper having nationwide circulation as well as in a newspaper published in the language of region where the Head Office of the mutual fund is situated; and
  - (ii) the unit holders are given an option to exit at the prevailing Net Asset Value without any exit load.

31. The asset management company shall ensure that no change in the fundamental attributes of any scheme or the trust, fees and expenses payable or any other change which would modify the scheme and affect the interest of unit holders, shall be carried out unless,—
  - (i) a written communication about the proposed change is sent to each unit holder and an advertisement is issued in one English daily newspaper having nationwide circulation as well as in a newspaper published in the language of region where the Head Office of the mutual fund is situated; and
  - (ii) the unit holders are given an option to exit at the prevailing Net Asset Value without any exit load.”
32. The asset management company shall
  - (i) not act as a Trustee of any mutual fund.
  - (ii) not undertake any business activities other than in the nature of management and advisory services provided to pooled assets including offshore funds, insurance funds, pension funds, provident funds, or Category I foreign portfolio investor as specified in Securities and Exchange Board of India (Foreign Portfolio Investors) Regulations, 2014, if any of such activities are not in conflict with the activities of the mutual fund.
 

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

Provided further that the AMC may, itself or through its subsidiaries, undertake portfolio management services and advisory services for other than broad based fund subject to complying with the additional conditions viz. (i) that the key personnel of the AMC, the systems, back office, bank and securities accounts are segregated activity wise and there exist systems to prohibit access to inside information of various activities; (ii) that the capital adequacy requirements, if any, separately for each such activity are met and that separate approval, if necessary under the relevant regulations is obtained; and other directions, as may be specified by the SEBI from time to time are adhered to.
  - (iii) not acquire any assets out of the Trust Fund which involves the assumption of any liability which is unlimited or which may result in encumbrance of the Scheme property in any way.
33. The asset management company may become a proprietary trading member for carrying out trades in the debt segment of the recognised stock exchanges, on behalf of its mutual fund schemes and may also become a self-clearing member of the recognised clearing corporations to clear and settle trades in the debt segment on behalf of its mutual fund schemes.
34. The asset management company for each scheme shall keep and maintain proper books of account, records and documents, for each scheme so as to explain its transactions and to disclose at any point of time the financial position of each scheme and in particular give a true and fair view of the state of affairs of the Fund and intimate to the SEBI the place where such books of account, records and documents are maintained.
35. The asset management company shall maintain and preserve for a period of eight years its books of account, records and documents.

36. The independent Directors of the asset management company shall pay specific attention to the following as may be applicable, namely:

- (i) The Investment Management Agreement and the compensation paid under the Agreement.
- (ii) Service contracts with associates - whether the AMC has charged higher fees than outside contractors for the same services.
- (iii) Securities transactions involving associates to the extent such transactions are permitted.
- (iv) Code of ethics must be designed to prevent fraudulent, deceptive or manipulative practices by insiders in connection with personal securities transactions.
- (v) The reasonableness of fees paid to Sponsors, AMC and any others for services provided.
- (vi) Principal underwriting contracts and renewals.
- (vii) Any service contracts with the associates of the AMC.

37. The board of directors of the trustee company and the board of directors of the asset management company, including any of their committees, shall meet at such frequency as may be specified by the Board from time to time.

**Information on Key Personnel:**

<b>Name &amp; Designation</b>	<b>Age &amp; Qualification</b>	<b>Total No. of years of Experience</b>	<b>Nature of past experience including assignments held during the last 10 years</b>
Mr. Viraj Gandhi Chief Executive Officer	42 years MBA	15 years	Viraj Gandhi has over 15 years of experience in stock market, setting distribution channel for online sales with deep knowledge of BFSI sector due to his past role as research analyst with ICICI Securities and ASK investments. He is an MBA in Capital Markets from NMIMS University and his expertise of BFSI sector, public relations and marketing skills will be key to his role for setting up banking, broking and wealth management channel sales for the company. He's associated with Samco group for more than 10 years and growing stronger by the day.
Mr. Umeshkumar Mehta Director & Chief Investment Officer	50 years B. Com, CA, PGDBA	21 years	Mr. Umeshkumar Mehta has over 26 years of experience in Indian Capital Markets. His role involves overseeing investment strategies and managing assets across diverse portfolios. He has profound knowledge of financial markets, believes in data driven approach to

			investments and draws lessons from financial markets histories. He used to lead the Samco group's Research team. He has been associated with the group for the last fifteen years. He is an CA and MBA by qualification.
Mr. Pankit Shah, Chief Business Officer	39 years CA Accounting Technician, CWA – 8th rank WIRC & 52nd All India Rank	17 years	Mr. Pankit has over 17 years of experience in Products, Business Strategy & Management, Sales and Distribution. Prior to joining ARGA, Mr. Pankit has played leadership roles across Domestic and International Business Development, Sales and Distribution at White Oak Capital and Motilal Oswal AMC. He has also worked with Axis Bank (which acquired Enam Securities) where he was heading Alternate Products. Prior to that he has extensively worked in Equity and Mutual Fund Research in the same entities. Mr. Pankit holds a Bachelor of Commerce degree from NM College of Commerce and Economics. He is also an All-India Rank Holder in the Cost and Works Accountants (CWA) examination.
Ms. Nirali Bhansali Fund Manager	35 years B.E., MBA (Finance)	9 years	Nirali Bhansali (B.E.,MBA Finance) has been the Head of Equity Research at Samco Securities Limited before becoming the Fund Manager at Samco Mutual Fund. She has been managing the Samco Flexi Cap Fund since inception and has around 11 years of work experience with more than 8 years spanning capital markets and investment research. She is also the Fund Manager for Samco ELSS Tax Saver Fund. Her deep understanding of fundamental analysis has enabled her to provide cutting edge insights in conceptualizing and developing Samco Mutual Fund's proprietary

			<p>research and Investment technology product – The HexaShield Framework. She has also been instrumental in preparing diversified long-term baskets of stocks for the StockBasket product at Samco Securities Limited by deep-diving into the business models and number crunching nitty-gritties of varied Indian companies. She believes in the “Buy Right Sit Tight” philosophy and her endeavour is to generate long term wealth for her investors through the Funds. She is a regular panelist on media &amp; business news channels such as Bloomberg Quint, Money9 Live, CNBC TV18 etc. She has completed her Engineering, MBA, CFA level 2 at first attempts. With a strong background in Finance and passion for Stock Markets, Nirali has always aimed at being the best at whatever she does and believes in cracking the code to become a value creator.</p>
Mr. Dhawal G Dhanani Fund Manager	30 years B. Com, CA	6 years	Mr. Dhawal Ghanshyam Dhanani started out as an equity research analyst at Samco Securities Ltd. He has around 7 years of work experience with more than 5 years spanning capital markets and investment research and has been known for in-depth examination into the business models and computational crux of varied Indian companies. His multi-disciplinary approach and working knowledge of fundamentals have aided the prime objective of guiding investors through insightful ideas for the long term.
Ms Komal Grover Fund Manager	33 years CS, LLM, M.com	10 Years	Ms. Grover brings over a decade of experience in equity dealing and regulatory compliance, with a strong focus on U.S. regulators such as the SEC and FINRA, as well as SEBI compliance for

			mutual funds in India. She is a qualified Company Secretary from the Institute of Company Secretaries of India and holds an LL.B. from New Law College, Mumbai, along with a master's degree in commerce from the University of Mumbai. Prior to joining Samco Asset Management, she held several key roles in the financial sectors to ensuring on investment strategies, portfolio management and regulatory adherence.
Mr. Manish Naiya Dealer - Equity	41 years B.Com., MBA	18 years	Mr. Manish Naiya is a seasoned professional with a strong educational background and extensive experience in the financial industry. Holding a B.Com degree and MBA in Marketing & Sales. He has honed his skills over 18 years, specializing in the capital market domain. His journey began in 2005 at Samco Securities Ltd, where he started as an Equity Trader. He swiftly transitioned through various roles including Heading Dealing, Customer Support, Acquisitions and KYC. His contribution and excellence in the field were recognized when he was awarded the prestigious title of "Dealing Room Hero" by ET Now in 2016. After which he was appointed as Senior Operations Manager from 2016 to 2022. Currently, for the past two and half years, he has been steering the Dealing Department under the investment team at Samco Mutual Fund by bringing his wealth of knowledge and leadership to drive success.
Mr. Dharmendra Yadav Dealer – Fixed Income	36 years Graduate from Mumbai University	8 years	Mr. Dharmendra holds a bachelor's degree in commerce and brings with him over eight years of experience in dealing and operations. Prior to his current role

			at Samco Asset Management Private Limited, he served as an Assistant Manager in the Operations department at the same organization from October 2021 to January 2025. Before that, he was associated with Samco Securities Limited, where he worked as a Team Leader from July 2016 to October 2021.
Mr. Sachin Shetty Chief Operating Officer	41 years B. Com, MBA	19 years	<p>Sachin Shetty has over 19+ years of extensive career in financial services, He has leveraged his expertise to augment functions in Asset Management, Investor Service, Banking, Investment Operations, audit, and general management. His last association was with ITI Asset Management where he served as Chief Operations Manager. He has also worked with institutions like Kotak Asset Management, Peerless Fund Management and Prudential.</p> <p>Sachin believes in persistent learning. After his MBA, he broadened his multi-sector knowledge by completing the Executive Management Program from IIM Lucknow.</p>
Mr. Sadath Ali Khan Head - Investor Services	45 years B. Com, PGDM	15 years	Mr. Sadath Khan has more than 15 years of experience in the field of Investor Services, R&T Operations, MIS reporting, and Banking Operations. Before his current role, he worked as AVP - Investor Services at Quantum Asset Management Company Pvt Ltd.
Ms. Pujarani Hati Chief Financial Officer	36 years B. Com, CA	10 years	Ms. Pujarani Hati is a qualified Chartered Accountant, and she has overall 10 years of experience in managing the financial actions of the Company. Prior to the current assignment, she was a Senior Manager – Finance & Accounts in Samco Securities Limited since March 2018.

Mr. Manish Sharma Chief Information Security Officer	45 years Diploma in Computer hardware and Networking	15 years	Mr. Manish Sharma carries 15 years of rich experience in IT field, his expertise on handling System network administration. Prior to the current assignment, he was managing Network Operation in Samco Securities Limited since last 8 years.
Ms. Natasha Mahanty Company Secretary & Compliance Officer	36 years B. Com, LLB, LLM, PG Diploma in Securities Law , ACS	10 years	Ms. Natasha Mahanty possesses over 10 years of professional experience in the Financial Sector, with expertise in Compliance, Secretarial, and Legal domains. She is a qualified Company Secretary from the Institute of Company Secretaries of India, holds a master's degree in law with specialization in Intellectual Property Rights (IPR), LL.B & PGDSL from Government Law College, Mumbai University and degree in commerce from Mumbai University. Before her current role, she was associated with asset management and financial companies such as Baroda BNP Paribas Asset Management India Pvt Ltd, Groww Trustee Ltd, Nuvama Asset Management Ltd, Mahindra Manulife Investment Management Pvt Ltd, Mirae Asset Investment Managers (India) Pvt Ltd, Aditya Birla Sun Life AMC Ltd and LIC Mutual Fund Asset Management Ltd.
Mr. Nitin Zod Risk Officer	26 years MBA (IIM Indore), B. Tech (NIT Nagpur)	2.8years	Mr. Nitin holds MBA from IIM Indore, with a specialization in Finance, Strategy, and General Management. He also holds a B.Tech degree in Civil Engineering from NIT Nagpur. Prior to joining Samco AMC, he served as a Research Associate at Counterpoint Research, where he was responsible for developing industry insights and regional market reports on a global scale within the consumer technology sector. He joined Samco AMC as

		the Manager – Risk Management.
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All the key personnel are based at the Registered Office of the AMC in Mumbai.

### **Procedure followed for Investment Decisions**

All investment decisions, relating to the schemes, shall be undertaken by the AMC in accordance with the Regulations, the investment objectives of the respective Scheme(s) and the Investment Manual of the AMC.

Equity team comprises of Fund Manager, Equity Analysts & Dealer. The Fund Manager holds charge of the schemes under his/her management. He / She is responsible for the performance of the schemes under him / her. Analysts have responsibilities for specific sectors and it is their duty to provide the fund managers with well researched opinions on the companies and the sectors they track.

The dealer executes the trading mandates that are passed onto him with a view to getting the best execution in terms of price and quantity. The analysts/fund managers meet companies, if possible, at one-on-one meetings or at analyst/fund manager meets. Equity group meets periodically to discuss the following;

1. Presentations on all the companies met during the past meeting;
2. Review of the portfolio and action to be taken.
3. Review of the sectors by the analysts.

The Fund Manager shall ensure that the funds of the Scheme(s) are invested in line with the investment objective of the Scheme(s) and in the interest of the Unit holders. The Chief Executive Officer of the AMC shall inter-alia ensure that the investments made by the fund managers are in the interest of the Unit holders.

The Fund may additionally observe such internal guidelines as may be prescribed by the Boards of the AMC / Trustee Company or any internal committee. All investment decisions shall be recorded in terms of Para 12.23 of Master Circular for Mutual Funds, as amended from time to time.

The Board of Directors of the AMC has appointed an Investment Committee of the AMC. The primary function of the Investment Committee shall, inter-alia, be to formulate and review the investment policy for the various schemes of the Mutual Fund and to review the portfolio and performance of the Schemes periodically. The performance of each scheme shall be monitored by the Boards of AMC and Trustee Company on a periodic basis vis-à-vis the respective benchmark index as mentioned in the respective SIDs.

### **SAMCO's proprietary HexaShield Investment framework**

SAMCO's HexaShield framework is a strategy to put to work money with businesses that can endure and survive in a variety of stressful situations and generate superior long-term risk adjusted returns. It relies on understanding the resilience of companies based on SAMCO's HexaShield framework tests and evaluates every company and institution on 6 most important facets of risks and stress. These tests are meant to measure every company's ability

to maintain enough buffer to stay afloat under adverse economic scenarios. The HexaShield tests are also designed to understand if these companies can generate high cash returns on capital employed in a variety of economic conditions including degrowth, recession, etc. This rigorous scientific and statistical process helps get an understanding of risks, reduces room for bias and beliefs, inculcates discipline and enhances the probability of success. Companies that pass the criteria often exhibit 2 characteristics - they survive as a going during economic distress and operate as true compounding machines in normal economic cycles.

The 6 facets of testing that are followed in our HexaShield framework are:

1. Competitive Strength and Pricing Power
2. Balance Sheet and Insolvency
3. Re-investment and Growth
4. Corporate Governance and Leadership
5. Cash Flow
6. Regulatory

The HexaShield tested framework puts businesses through simulated pressure scenarios to filter out the businesses that stand tall and emanate excellence despite any adversity. It observes if companies pass the test on various fundamental factors and only the ones that cross the benchmark percentage hurdle in all 6 pillars will be eligible to be a part of the investment universe. The companies which fail to cross the benchmark level on even a single pillar will fail the test. Samco Mutual Fund endeavors to invest in only the most capital efficient companies. Samco's HexaShield tested framework defines and quantifies the definition of a high-quality business. The investable universe is restricted to a limited set of businesses that passes the criteria and construct a portfolio that scores highly under the HexaShield Framework.

## **DISTINCTIVE PATTERN STRATEGY**

Distinctive Pattern Strategies focus dynamic changes in the portfolio based on unique patterns, market trends, and special opportunities to generate returns. Momentum investing buys securities that have recently outperformed and sells those that have underperformed, based on the belief that recent trends will continue. Trend following aims to profit from long-term price trends by identifying established trends using technical indicators like moving averages. Event-driven investing focuses on taking advantage of specific corporate events such as mergers and restructurings, seeking to profit from the mispricing of securities around such events. Quantitative investing uses mathematical models and algorithms to identify and exploit market inefficiencies across market capitalization segments, sectors and themes.

### **Momentum Strategy**

Momentum refers to the tendency of winning stocks to continue to perform well and losing stocks to perform poorly in the near future. In Momentum strategy the stocks are also selected based on their performance in the past with the idea that they will continue to outperform. The investors are attracted to a company whose price is on an upward trajectory thus opening a new way of buying at high and selling at higher, instead of the traditional idea of buying at low and selling at high, generating higher returns. Momentum strategies exploit this continuation in return patterns in order to make a profit.

Stocks in Momentum could be selected via Time Series Momentum or Relative Strength Momentum. Time-series momentum and cross-sectional momentum are two distinct measures used to evaluate the performance of stocks. Time-series momentum, also known as absolute momentum, assesses a stock's past performance by considering its own returns independently from the returns of other stocks. On the other hand, cross-sectional momentum, previously known as relative strength, measures a stock's performance in comparison to other stocks. A mix of methodologies to compute momentum are used which include but are not limited to Risk-adjusted Price Momentum, Momentum Strength Score & Momentum ratio.

The fund makes trades based on trading signals generated by the intelligent algorithm. This algorithm has been developed by studying years of market data including price, volume, volatility, open interest, breakouts, relative strengths and correlations with appropriate weights on various data points. The Momentum investing is based on that gap in time that exists before mean reversion occurs. Momentum is usually seen in the short- to intermediate-term.

Each stock shall be assigned a momentum score based on SAMCO's proprietary model that is based on variety of factors including price momentum, breakouts and for additional inputs, fundamental qualities such size, value and quality are also taken into consideration. The selection of stocks and their weightage is based on the momentum score, free float market cap and other factors.

### **Data points used to identify the momentum**

- Price
- Money flows
- Volume
- Bulk / Block data
- Impact cost data
- F&O Data including OI etc
- Insider Trading data
- General Qualitative data
- Sectoral and broad market indices
- Shareholding pattern

### **TRANSFORMER Strategy**

TRANSFORMER strategy aids with asset allocation of the fund based on momentum in equity markets and extreme mean reversion signals which shall be calculated using SAMCO's proprietary TRANSFORMER model. Fundamentally the strategy will operate based on trend following strategies i.e., when markets are in clear uptrends with lower volatility, equity allocations shall be higher and when markets are breaking down, in correction or bear market phases, net equity allocations shall be zero or at extremely low levels.

## **DISRUPTION Strategy**

DISRUPTION strategy encompasses a broad spectrum of unique investment opportunities, including digitization, insider mirror trading, spin-offs, reforms, undervalued holding companies, premiumization, sustainable trends, innovation, organized shifts, and new or emerging sectors. This diversified approach seeks to exploit a range of growth opportunities across different sectors and market conditions.

## **Tactical Allocation strategy**

To achieve the investment objective, SAMCO Multi Cap Fund follow active investment strategy which employs a unique and balanced investment strategy designed to optimize returns across various market segments. The strategy is built around pre-dominantly allocating 25% each to large caps, mid-caps, small caps, and floating exposure to small caps/foreign securities/debt, ensuring diversified exposure to different market capitalizations. In scenarios such as a bear market, the fund may exercise tactical deviations from its equal weight strategy to safeguard investor capital and optimize returns.

## **R.O.T.A.T.E strategy**

The principal asset allocation of Samco Multi Asset Allocation Fund shall be determined based on trends in equity markets and trends in prices of Gold, Silver based on SAMCO's proprietary ROTATE model. Trends in equity, commodity markets and extreme mean reversion signals which shall be calculated using SAMCO's proprietary ROTATE model. Fundamentally the scheme will operate based on trend following strategies i.e., when markets are in clear uptrends with lower volatility, equity allocations shall be higher and when markets are breaking down, in correction or bear market phases, net equity allocations shall be zero using hedging strategies or at extremely low levels. In such cases, if Gold, Silver as an asset is up trending and exhibiting inverse co-relation to equities, then in such cases, the Fund shall have pre-dominantly higher exposure to Gold, Silver which could go up to 80% of net assets. In cases when both Gold, Silver and Equities are trending down and exhibiting weakness, the Fund will have pre-dominantly higher exposure to debt. Rebalancing based on the model shall happen on real time dynamic basis and will not follow a monthly/quarterly rebalancing model.

## **C.A.R.E. momentum strategy**

SAMCO Large Cap Fund is built on a cutting-edge momentum-based investment strategy that seeks to harness the power of market trends and corporate performance metrics. At its core, the fund employs SAMCO's proprietary C.A.R.E. momentum system to with an aim to deliver superior risk-adjusted returns by systematically identifying and allocating capital to large-cap stocks with strong momentum indicators. The C.A.R.E. system integrates four key dimensions of momentum—Cross Sectional Momentum, Absolute Momentum, Revenue Momentum, and Earnings Momentum. These parameters ensure that the portfolio remains optimized by focusing on stocks from the top 100 companies by market capitalization, as defined by the AMFI, that exhibit robust momentum traits.

### III. Service Providers

#### **Custodian and Fund Accountant:**

**Deutsche Bank AG**, Deutsche Bank House, Hazarimal Somani Marg, Fort, Mumbai 400001, has been appointed as Custodian and Fund Accountant for the Schemes of the Samco Mutual Fund. The Custodian has been registered with SEBI under the SEBI (Custodians of Securities) Regulations, 1996 vide registration number IN/CUS/003.

The Fund Administrator provides fund accounting, Net Asset Value calculation and other related services.

#### **Registrar & Transfer Agent:**

**K-fin Technologies Limited**, Selenium Tower B, Plot No 31 & 32 Gachibowli, Financial, District, Nanakramguda, Serilingampally, Hyderabad – 500 008 has been appointed as Registrar, Transfer Agents and IDCW paying agent. The Registrar is registered with SEBI under the SEBI (Registrars to an Issue and Share Transfer Agents) Regulations, 1993 vide registration number INR000000221.

As Registrars to the Scheme, K-Fintech will handle communications with investors, perform data entry services and dispatch account statements. The Board of AMC and Trustees have ensured that the Registrar has adequate capacity to discharge responsibilities with regard to processing of applications and dispatching account statements / issue units in dematerialized form to unitholders within the time limit prescribed in the Regulations and also have sufficient capacity to handle investor complaints.

#### **Statutory Auditor of the Mutual Fund:**

**S. R. Batliboi & Co. LLP**  
Chartered Accountants,  
The Ruby, 12<sup>th</sup> Floor, Senapati Bapat Marg, Dadar West, Mumbai – 400 028

#### **Legal Counsel:**

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

#### **Collecting Bankers**

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

**Address:** Maneckjiwadia Building, Nanik Motwani Marg, Mumbai – 400 023.

**SEBI Registration No.** INB100000063

**Note:** The AMC/Trustee reserves the right to change service providers from time to time.

#### IV. Condensed Financial Information

Condensed Financial Information for all the schemes launched by MF during the last three fiscal years (excluding redeemed schemes) in the format given below:

S.no	Scheme Name	SAMCO FLEXI CAP FUND			SAMCO ELSS TAX SAVER FUND			SAMCO ACTIVE MOMENTUM FUND		
		2024-25	2023-24	2022-23	2024-25	2023-24	2022-23	2024-25	2023-24	2022-23
	Financial Year		2023-24	2022-23						2022-23
	Allotment date	4-Feb-22			22-Dec-22			12-Jul-23		
1	NAV at the beginning of the year (as on April 01)									
	Regular Growth	11.47	8.84	10.14	13.03	9.85	----	12.67	----	----
	Direct Growth	11.85	9.00	10.17	13.28	9.89	----	12.80	----	----
2	Income Distribution cum Capital Withdrawal [IDCW] (in Rs)	----	----	----	----	----	----	----	----	----
3	NAV at the end of the year (as on March 31)									
	Regular Growth	9.60	11.47	8.84	11.92	13.03	9.85	14.28	12.67	----
	Direct Growth	10.05	11.85	9.00	12.32	13.28	9.89	14.63	12.80	----
4	Scheme Returns since launch (in %)									
	Regular Growth	-1.29%	29.75%	-12.82%	8.03%	32.28%	-1.50%	22.73%	26.70%	----
	Direct Growth	0.16%	31.67%	-11.50%	9.61%	34.28%	-1.10%	24.45%	28.00%	----
5	Net Assets at the end	437.69	718.69	669.76	101.29	93.67	43.49	868.56	745.726	----

S.no	Scheme Name	SAMCO FLEXI CAP FUND			SAMCO ELSS TAX SAVER FUND			SAMCO ACTIVE MOMENTUM FUND		
	Financial Year	2024-25	2023-24	2022-23	2024-25	2023- 24	2022-23	2024-25	2023- 24	2022-23
	of the period (Rs in Crores)									
6	Benchmark Returns since launch (in %)									
	Regular Growth	12.76%	40.49%	-1.22%	16.36%	40.49%	-5.56%	16.60%	22.80%	----
	Direct Growth	12.76%	40.49%	-1.22%	16.36%	40.49%	-5.56%	16.60%	22.80%	----
7	Name of Benchmark adopted	Nifty 500 TRI			Nifty 500 TRI			Nifty 500 TRI		
8	Ratio of Recurring Expenses to Net Assets Total (in %)									
	Regular Growth	2.41%	2.28%	2.40%	2.38%	2.34%	2.61%	2.25%	2.36%	----
	Direct Growth	1.06%	0.84%	0.84%	0.98%	0.89%	0.89%	0.87%	0.93%	----

S.no	Scheme Name	SAMCO DYNAMIC ASSET ALLOCATION FUND			SAMCO SPECIAL OPPORTUNITIES FUND			SAMCO MULTI CAP FUND		
	Financial Year	2024-25	2023-24	2022-23	2024-25	2023-24	2022-23	2024-25	2023-24	2022-23
	Allotment date	28-Dec-23			22-Dec-22			12-Jul-23		
1	NAV at the beginning of the year (as on April 01)									
	Regular Growth	10.13	----	----	----	----	----	----	----	----
	Direct Growth	10.18	----	----	----	----	----	----	----	----

S.no	Scheme Name	SAMCO DYNAMIC ASSET ALLOCATION FUND			SAMCO SPECIAL OPPORTUNITIES FUND			SAMCO MULTI CAP FUND		
		2024-25	2023-24	2022-23	2024-25	2023-24	2022-23	2024-25	2023-24	2022-23
2	Income Distribution cum Capital Withdrawal [IDCW] (in Rs)	----	----	----	----	----	----	----	----	----
3	NAV at the end of the year (as on March 31)									
	Regular Growth	10.26	10.13	----	7.73	----	----	9.03	----	----
	Direct Growth	10.48	10.18	----	7.84	----	----	9.09	----	----
4	Scheme Returns since launch (in %)									
	Regular Growth	2.06%	1.30%	----	----	----	----	----	----	----
	Direct Growth	3.80%	1.80%	----	----	----	----	----	----	----
5	Net Assets at the end of the period (Rs in Crores)	514.89	584.584	----	142.30	----	----	340.14	----	----
6	Benchmark Returns since launch (in %)									
	Regular Growth	8.45%	2.69%	----	0.58%	----	----	-7.51%	----	----
	Direct Growth	8.45%	2.92%	----	0.58%	----	----	-7.51%	----	----
7	Name of Benchmark adopted	Nifty 50 Hybrid Composite Debt 50:50 Index			Nifty 500 TRI			Nifty 500 Multicap 50:25:25 Total Returns Index		

S.no	Scheme Name	SAMCO DYNAMIC ASSET ALLOCATION FUND			SAMCO SPECIAL OPPORTUNITIES FUND			SAMCO MULTI CAP FUND		
		2024-25	2023-24	2022-23	2024-25	2023-24	2022-23	2024-25	2023-24	2022-23
8	<b>Ratio of Recurring Expenses to Net Assets Total (in %)</b>									
	Regular Growth	2.37%	2.34%	----	2.41%	----	----	2.38%	----	----
	Direct Growth	0.80%	0.65%	----	0.91%	----	----	0.71%	----	----

S.no	Scheme Name	SAMCO MULTI ASSET ALLOCATION FUND			SAMCO LARGE CAP FUND		
		2024-25	2023-24	2022-23	2024-25	2023-24	2022-23
	<b>Financial Year</b>						
	<b>Allotment date</b>						
1	<b>NAV at the beginning of the year (as on April 01)</b>						
	Regular Growth	----	----	----	----	----	----
	Direct Growth	----	----	----	----	----	----
2	<b>Income Distribution cum Capital Withdrawal [IDCW] (in Rs)</b>	----	----	----	----	----	----
3	<b>NAV at the end of the year (as on March 31)</b>						
	Regular Growth	10.75	----	----	9.99	----	----
	Direct Growth	10.80	----	----	9.99	----	----
4	<b>Scheme Returns since launch (in %)</b>						
	Regular Growth	7.50%	----	----	-0.10%	----	----
	Direct Growth	8.00%	----	----	-0.10%	----	----
5	<b>Net Assets at the end of the period (Rs in Crores)</b>	222.40	----	----	149.31	----	----
6	<b>Benchmark Returns since launch (in %)</b>						
	Regular Growth	5.10%	----	----	-0.42%	----	----
	Direct Growth	5.10%	----	----	-0.42%	----	----
7	<b>Name of Benchmark adopted</b>	65% Nifty 50 TRI + 20% CRISIL Short Term Bond Fund Index + 10% Domestic Price of Gold and 5%			Nifty 100 Total Returns Index		

S.no	Scheme Name	SAMCO MULTI ASSET ALLOCATION FUND			SAMCO LARGE CAP FUND		
		Domestic Price of Silver					
8	<b>Ratio of Recurring Expenses to Net Assets Total (in %)</b>						
	Regular Growth	2.01%	----	----	2.37%	----	----
	Direct Growth	0.34%	----	----	0.67%	----	----

S.no	Scheme Name	SAMCO ARBITRAGE FUND			SAMCO OVERNIGHT FUND		
		2024-25	2023-24	2022-23	2024-25	2023-24	2022-23
	<b>Allotment date</b>						
1	<b>NAV at the beginning of the year (as on April 01)</b>						
	Regular Growth	----	----	----	1,028.53	----	
	Direct Growth	----	----	----	1,029.50	----	
2	<b>Income Distribution cum Capital Withdrawal [IDCW] (in Rs)</b>	----	----	----	----	----	----
3	<b>NAV at the end of the year (as on March 31)</b>						
	Regular Growth	10.17	----	----	1095.1254	1028.1254	
	Direct Growth	10.19	----	----	1098.8275	1029.4955	
4	<b>Scheme Returns since launch (in %)</b>						
	Regular Growth	1.70%	----	----	6.30%	6.48%	2.85%
	Direct Growth	1.90%	----	----	6.54%	6.73%	2.95%
5	<b>Net Assets at the end of the period (Rs in Crores)</b>	32.89	----	----	60.28	51.14	57.95
6	<b>Benchmark Returns since launch (in %)</b>						
	Regular Growth	3.03%	----	----	6.67%	6.85%	2.92%
	Direct Growth	3.03%	----	----	6.67%	6.85%	2.92%
7	<b>Name of Benchmark adopted</b>	Nifty 50 Arbitrage TRI			CRISIL Liquid Overnight Index		
8	<b>Ratio of Recurring Expenses to Net Assets Total (in %)</b>						
	Regular Growth	1.18%	----	----	0.30%	0.30%	0.30%
	Direct Growth	0.38%	----	----	0.10%	0.10%	0.10%

## Product Labelling of the Schemes

Scheme Name	This Product is Suitable for Investors Who Are Seeking <sup>^</sup>	Risk-o-meter of the Scheme	Primary Benchmark Name	Risk-o-meter of the Primary Benchmark
Samco Flexi Cap Fund (An open-ended dynamic equity scheme investing across large cap, mid cap, small cap stocks)	<ul style="list-style-type: none"> <li>To generate long-term capital growth;</li> <li>Investment in Indian &amp; foreign equity instruments across market capitalization.</li> </ul> <p>*Investors should consult their financial advisers if in doubt about whether the product is suitable for them.</p>	 <p>The risk of the scheme is Very High</p>	Nifty 500 TRI	 <p>The risk of the benchmark is Very High</p>
Samco ELSS Tax Saver Fund (An Open-ended Equity Linked Saving Scheme with a statutory lock-in of 3 years and tax benefit)	<ul style="list-style-type: none"> <li>Long-term capital Appreciation;</li> <li>Invests predominantly in equity and equity related instruments and provide tax benefits under section 80 C of the Income Tax Act, 1961</li> </ul> <p>*Investors should consult their financial advisers if in doubt about whether the product is suitable for them.</p>	 <p>The risk of the scheme is Very High</p>	Nifty 500 TRI	 <p>The risk of the benchmark is Very High</p>

Scheme Name	This Product is Suitable for Investors Who Are Seeking <sup>^</sup> them.	Risk-o-meter of the Scheme	Primary Benchmark Name	Risk-o-meter of the Primary Benchmark
Samco Active Momentum Fund (An Open-ended equity scheme following momentum theme)	<ul style="list-style-type: none"> <li>Long-term capital Appreciation;</li> <li>An actively managed thematic equity scheme that invests in stocks exhibiting momentum characteristics</li> </ul> <p>*Investors should consult their financial advisers if in doubt about whether the product is suitable for them.</p>	 <p>The risk of the scheme is Very High</p>	Nifty 500 TRI	 <p>The risk of the benchmark is Very High</p>
Samco Dynamic Asset Allocation Fund (An open-ended dynamic asset allocation fund)	<ul style="list-style-type: none"> <li>Capital Appreciation &amp; Income Generation over medium to long term</li> <li>Investment in a dynamically managed portfolio of equity &amp; equity related instruments and debt &amp; money market securities</li> </ul> <p>*Investors should consult their financial advisers if in</p>	 <p>The risk of the scheme is Very High</p>	NIFTY50 Hybrid Composite Debt 50: 50 Index	 <p>The risk of the benchmark is High</p>

Scheme Name	This Product is Suitable for Investors Who Are Seeking <sup>^</sup>	Risk-o-meter of the Scheme	Primary Benchmark Name	Risk-o-meter of the Primary Benchmark
	doubt about whether the product is suitable for them.			
Samco Special Opportunities Fund (An open-ended equity scheme following special situation's theme)	<ul style="list-style-type: none"> <li>• Long – term capital Appreciation</li> <li>• An actively managed thematic equity scheme that invests in stocks based on special situations theme</li> </ul> <p>*Investors should consult their financial advisers if in doubt about whether the product is suitable for them.</p>	 <p>The risk of the scheme is Very High</p>	Nifty 500 TRI	 <p>The risk of the benchmark is Very High</p>
Samco Multi Cap Fund (An open-ended scheme investing across large cap, midcap and small cap stocks)	<ul style="list-style-type: none"> <li>• To generate long – term capital growth</li> <li>• A fund that invests predominantly in equity and equity related securities across large cap, midcap and small cap stocks</li> </ul> <p>*Investors should consult</p>	 <p>The risk of the scheme is Very High</p>	Nifty 500 Multicap 50:25:25 Total Returns Index	 <p>The risk of the benchmark is Very High</p>

Scheme Name	This Product is Suitable for Investors Who Are Seeking <sup>^</sup>	Risk-o-meter of the Scheme	Primary Benchmark Name	Risk-o-meter of the Primary Benchmark
	their financial advisers if in doubt about whether the product is suitable for them.			
Samco Multi Asset Allocation Fund (An open-ended scheme investing in Equity, Fixed Income, Exchange Traded Commodity Derivatives / Units of Gold ETFs / Silver ETFs & units of REITs/InvITs)	<ul style="list-style-type: none"> <li>Capital Appreciation &amp; generating income over long term</li> <li>Investment in a diversified portfolio of equity, fixed income, Exchange Traded Commodity Derivatives / Units of Gold ETFs / Silver ETFs &amp; units of REITs/InvITs</li> </ul> <p>*Investors should consult their financial advisers if in doubt about whether the product is suitable for them.</p>	 <p>The risk of the scheme is Very High</p>	65% Nifty 50 TRI + 20% CRISIL Short Term Bond Fund Index + 10% Domestic Price of Gold and 5% Domestic Price of Silver	 <p>The risk of the benchmark is High</p>
Samco Large Cap Fund (An open-ended equity scheme predominantly investing in large cap stocks)	<ul style="list-style-type: none"> <li>To generate long – term capital growth</li> <li>A fund that invests predominantly in equity and equity related securities of</li> </ul>	 <p>The risk of the scheme is Very High</p>	Nifty 100 Total Returns Index	 <p>The risk of the benchmark is Very High</p>

Scheme Name	This Product is Suitable for Investors Who Are Seeking <sup>^</sup>	Risk-o-meter of the Scheme	Primary Benchmark Name	Risk-o-meter of the Primary Benchmark
	<p>large cap companies</p> <p>*Investors should consult their financial advisers if in doubt about whether the product is suitable for them.</p>			
Samco Arbitrage Fund (An open-ended scheme investing in arbitrage opportunities)	<ul style="list-style-type: none"> <li>To generate low volatility returns over short to medium term</li> <li>Predominantly investing in arbitrage opportunities in the cash and derivative segments of the equity markets</li> </ul> <p>*Investors should consult their financial advisers if in doubt about whether the product is suitable for them.</p>	 <p>The risk of the scheme is Low</p>	Nifty 50 Arbitrage TRI	 <p>The risk of the benchmark is Low</p>
Samco Overnight Fund (An open-ended debt scheme investing in overnight securities. A relatively low-interest rate	<ul style="list-style-type: none"> <li>Regular income with high levels of safety and liquidity over short term</li> <li>Investment in fixed income instruments with overnight</li> </ul>	 <p>The risk of the scheme is Low</p>	CRISIL Liquid Overnight Index	 <p>The risk of the benchmark is Low</p>

Scheme Name	This Product is Suitable for Investors Who Are Seeking <sup>^</sup>	Risk-o-meter of the Scheme	Primary Benchmark Name	Risk-o-meter of the Primary Benchmark
risk and relatively low credit risk)	<p>maturity</p> <p>*Investors should consult their financial advisers if in doubt about whether the product is suitable for them.</p>			
Samco Large & Mid Cap Fund (An open-ended equity scheme predominantly investing in large cap and mid cap stocks)	<ul style="list-style-type: none"> <li>• To generate long-term capital growth</li> <li>• A fund that invests predominantly in equity and equity related securities of large cap and mid cap companies</li> </ul> <p>*Investors should consult their financial advisers if in doubt about whether the product is suitable for them.</p>	 <p>The risk of the scheme is Very High</p>	Nifty Large Midcap 250 TRI	 <p>The risk of the benchmark is Very High</p>

*The risk-o-meters are based on the Scheme portfolios as on October 31, 2025. For more details, please refer to the respective Scheme Information Documents.*

## V. RISK FACTORS

### i. Standard Risk Factors

- Investment in mutual fund units involves investment risks such as trading volumes, settlement risk, liquidity risk and default risk including the possible loss of principal.
- As the price / value / interest rates of the securities in which the Scheme invests fluctuates, the value of your investment in the Scheme may go up or down depending on the various factors and forces affecting the capital markets.
- Past performance of the Sponsor/AMC/Mutual Fund does not guarantee future performance of the Scheme.
- The name of the Scheme and does not in any manner indicate either the quality of the Scheme or its future prospects and returns.
- The sponsor is not responsible or liable for any loss resulting from the operation of the Scheme beyond the initial contribution of ₹1 lakh made by it towards setting up the Fund.

### b. Risks factors of not maintaining average AUM of Rs. 20 crore on half yearly rolling basis:

Open ended debt-oriented schemes shall maintain an average AUM of Rs. 20 crore on half yearly rolling basis. In case, the average AUM falls below Rs. 20 crore, the AMC shall scale up the AUM of such Scheme within a period of six months so as to maintain the average AUM of Rs. 20 crore on half yearly rolling basis, failing which the Scheme shall be wound up in accordance with the provisions of Regulation 39 (2) (c) of SEBI (Mutual Funds) Regulations, 1996 as amended from time to time.

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

- Derivative products are specialized instruments that require investment techniques and risk analysis different from those associated with stocks and bonds. The use of a derivative requires an understanding not only of the underlying instrument but of the derivative itself. Trading in derivatives carries a high degree of risk although they are traded at a relatively small amount of margin which provides the possibility of great profit or loss in comparison with the principal investment amount. Thus, derivatives are highly leveraged instruments. Even a small price movement in the underlying security could have an impact on their value and consequently, on the NAV of the Units of the Scheme.
- The derivatives market in India is nascent and does not have the volumes that may be seen in other developed markets, which may result in volatility to the values.
- Securities which are not quoted on the stock exchanges are inherently illiquid in nature and carry a larger liquidity risk in comparison with securities that are listed on the exchanges or offer other exit options to the investors.
- Investment in derivatives also requires the maintenance of adequate controls to monitor the transactions entered into the ability to assess the risk that a derivative adds to the portfolio and the ability to forecast price or interest rate movements

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

- The Scheme may face execution risk, whereby the rates seen on the screen may not be the rate at which the ultimate execution of the derivative transaction takes place.
- The Scheme may find it difficult or impossible to execute derivative transactions in certain circumstances. For example, when there are insufficient bids or suspension of trading due to price limit or circuit breakers, the Scheme may face a liquidity issue.
- The option buyer's risk is limited to the premium paid, while the risk of an options writer is unlimited. However, the gains of an options writer are limited to the premiums earned.
- The exchange may impose restrictions on exercise of options and may also restrict the exercise of options at certain times in specified circumstances and this could impact the value of the portfolio.
- The writer of a put option bears the risk of loss if the value of the underlying asset declines below the exercise price. The writer of a call option bears a risk of loss if the value of the underlying asset increases above the exercise price, as per extant regulations.
- Investments in index futures face the same risk as the investments in a portfolio of shares representing an index. The extent of loss is the same as in the underlying stocks.
- The Scheme bears a risk that it may not be able to correctly forecast future market trends or the value of assets, indices or other financial or economic factors in establishing derivative positions for the Scheme.
- The risk of loss in trading futures contracts can be substantial, because of the low margin deposits required, the extremely high degree of leverage involved in futures pricing and the potential high volatility of the futures markets.
- There is the possibility that a loss may be sustained by the portfolio as a result of the failure of another party (usually referred to as the "counter party") to comply with the terms of the derivatives contract. The counter party may default on a transaction before settlement and therefore, the Scheme is compelled to negotiate with another counterparty at the then prevailing (possibly unfavorable) market price.
- Derivatives also carry a market liquidity risk where the derivatives cannot be sold (unwound) at prices that reflect the underlying assets, rates and indices.
- Where derivatives are used for hedging, such use may involve a basis risk where the instrument used as a hedge does not match the movement in the instrument/underlying asset being hedged. The risk may be inter-related also e.g. interest rate movements can affect equity prices, which could influence specific issuer/industry assets.
- Other risks in using derivatives include the risk of mispricing or improper valuation of derivatives and the inability of derivatives to correlate perfectly with underlying assets, rates and indices.
- Derivative products are leveraged instruments and can provide disproportionate gains as well as disproportionate losses to the investor. Execution of investment strategies depends upon the ability of the fund manager(s) to identify such opportunities which may not be available at all times. Identification and execution of the strategies to be

pursued by the fund manager(s) involve uncertainty and decision of fund manager(s) may not always be profitable. No assurance can be given that the fund manager(s) will be able to identify or execute such strategies.

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

#### **Risks associated with covered call strategy**

- Writing call options are highly specialized activities and entail higher than ordinary investment risks. In such investment strategy, the profits from call option writing is capped at the option premium, however the downside depends upon the increase in value of the underlying equity shares. This downside risk is reduced by writing covered call options.
- The Scheme may write covered call option only in case it has adequate number of underlying equity shares as per regulatory requirement. This would lead to setting aside a portion of investment in underlying equity shares. If covered call options are sold to the maximum extent allowed by regulatory authority, the Scheme may not be able to sell the underlying equity shares immediately if the view changes to sell and exit the stock. The covered call options need to be unwound before the stock positions can be liquidated. This may lead to a loss of opportunity, or can cause exit issues if the strike price at which the call option contracts have been written become illiquid. Hence, the Scheme may not be able to sell the underlying equity shares, which can lead to temporary illiquidity of the underlying equity shares and result in loss of opportunity.
- The writing of covered call option would lead to loss of opportunity due to appreciation in value of the underlying equity shares. Hence, when the appreciation in equity share price is more than the option premium received the Scheme would be at a loss.

#### **c. Special Considerations:**

- Prospective investors should study Scheme Information Document and Statement of Additional Information carefully in its entirety and should not construe the contents hereof as advise relating to legal, taxation, financial, investment or any other matters and are advised to consult their legal, tax, financial and other professional advisors to determine possible legal, tax, financial or other considerations of subscribing to or redeeming Units, before making a decision to invest/ redeem/hold Units.
- The Scheme related documents i.e. SID/ KIM/ SAI or the units of the Fund are not registered in any jurisdiction including the United States of America nor in any provincial/ territorial jurisdiction in Canada.
- The distribution of the Scheme related document in certain jurisdictions may be restricted or subject to registration requirements and, accordingly, persons who come into possession of the Scheme related documents are required to inform themselves about, and to observe any such restrictions. No persons receiving a copy of this Scheme related documents or any accompanying application form in such jurisdiction

may treat these Scheme related documents or such application form as constituting an invitation to them to subscribe for units, nor should they in any event use any such application form, unless in the relevant jurisdiction such an invitation could lawfully be made to them and such application form could lawfully be used without compliance with any registration or other legal requirements.

- Accordingly, the Scheme related documents do not constitute an offer or solicitation by anyone in any jurisdiction in which such offer or solicitation is not lawful or in which the person making such offer or solicitation is not qualified to do so or to anyone to whom it is unlawful to make such offer or solicitation as per applicable law. The AMC, Trustee or the Mutual Fund have not authorized any person to issue any advertisement or to give any information or to make any representations, either oral or written, other than that contained in this Scheme Information Document or the Statement of Additional Information or as is provided by the AMC in connection with this offering. Prospective investors are advised not to rely upon any information or representation not incorporated in the Scheme Information Document or Statement of Additional Information or provided by the AMC as having been authorized by the Mutual Fund, the AMC or the Trustee.
- Redemption due to change in the fundamental attributes of the Scheme or due to any other reasons may entail tax consequences. The Trustee, AMC, Mutual Fund, their directors or their employees shall not be liable for any such tax consequences that may arise due to such redemptions.
- The Trustee, AMC, Mutual Fund, their directors or their employees shall not be liable for any of the tax consequences that may arise, in the event that the Scheme is wound up for the reasons and in the manner provided in Statement of Additional Information.
- The Mutual Fund may disclose details of the investor's account and transactions thereunder to those intermediaries whose stamp appears on the application form or who have been designated as such by the investor. In addition, the Mutual Fund may disclose such details to the bankers, as may be necessary for the purpose of effecting payments to the investor. The Fund may also disclose such details to regulatory and statutory authorities/bodies as may be required or necessary.
- In case the AMC or its Sponsor or its Shareholders or their affiliates/associates or group companies make substantial investment, either directly or indirectly in the Scheme redemption of Units by these entities may have an adverse impact on the performance of the Scheme. This may also affect the ability of the other Unit holders to redeem their Units.
- As the liquidity of the Scheme investments may sometimes be restricted by trading volumes and settlement periods, the time taken by the Fund for Redemption of Units may be significant in the event of an inordinately large number of Redemption Requests or of a restructuring of the Scheme portfolio. In view of this, the AMC / Trustee has the right to limit redemptions under certain circumstances - please refer to the paragraph "Suspension/Restriction on Redemption of Units of the Scheme".
- The AMC and/ or its Registrars & Transfer Agent (RTA) reserve the right to disclose/share Unit holder's details of folio(s) and transaction details thereunder with the following third parties: a) RTA, Banks and/ or authorised external third parties who are involved in transaction processing, dispatching etc., of the Unit-holder's

investment in the Scheme; b) Distributors or sub-brokers through whom the applications are received for the Scheme c) Any other organizations for compliance with any legal or regulatory requirements or to verify the identity of the Unit-holders for complying with anti-money laundering requirements.

- Pursuant to the provisions of Prevention of Money Laundering Act, 2002, if after due diligence, the AMC believes that any transaction is suspicious in nature as regards money laundering, on failure to provide required documentation, information, etc. by the Unit holder the AMC shall have absolute discretion to report such suspicious transactions to FIU-IND and / or to freeze the folios of the investor(s), reject any application(s) / allotment of Units.

## VI. HOW TO APPLY

**(This section must be read in conjunction with the section ‘Units and Offer’ of the SID of the respective Scheme(s) of the Fund)**

1. New investors can purchase units of the respective Scheme(s)/Plans by using an application form, whereas existing Unit holders may use transaction slip or application form. Application forms or transaction slips will be available at the Investor Service Centres (ISCs)/Official Points of Acceptance of transactions during business hours on business days. The same can also be downloaded from the website of the Mutual Fund viz. [www.Samcomf.com](http://www.Samcomf.com)
2. In respect of New Fund Offer (NFO) of Schemes/Plan(s), an investor can subscribe to the NFO through Applications Supported by Blocked Amount (ASBA) facility by applying for the Units offered under the Option(s)/Plan(s) of the Scheme(s) in the ASBA Application Form and following the procedure as prescribed in the form. For details, please refer to the Section “Additional mode of payment through Applications Supported by Blocked Amount (ASBA) facility “.
3. Applications must be completed in BLOCK LETTERS in English.
4. Signatures should be in English or in any Indian Language. In case of joint holdings, all joint holders are required to sign. Applications on behalf of minors should be signed by their Guardian. In case of a HUF, the Karta should sign the application form on behalf of the HUF. Investor who cannot sign and in case required to provide a thumb impression will have to contact the AMC for the additional documentation/information required.
5. For investments through Constituted Attorney, the Power of Attorney has to be signed by the Applicant and Constituted Attorney. The signature in the Application Form needs to clearly indicate that the signature is on behalf of the applicant by the Constituted Attorney.
6. The duly completed application form/transaction slip as the case may be, can be submitted at the designated ISCs/ official points of acceptance. The personnel at the official point of acceptance of transaction will time stamp, and return the acknowledgement slip in the application form. The application shall be subject to verification. For details on updated list of ISCs/Official Points of Acceptance investors may log on our website [www.Samcomf.com](http://www.Samcomf.com).

7. Investors are required to ensure that ARN & EUIN is correctly filled up in the application form for investments routed through the distributor (ARN holder). EUIN, particularly in advisory transactions, would assist in addressing any instance of mis-selling even if the employee/relationship manager/sales person later leaves the employment of the distributor. In case, the distributor has not given any advice to investor pertaining to the investment made, the EUIN box may be left blank wherein the investor will be required to provide a duly signed declaration to this effect, as given in the application form. SEBI has made it compulsory for every employee/relationship manager/sales person of the distributor of mutual fund products to quote the EUIN obtained by him/her from AMFI in the Application Form.
8. Investors may undertake transactions viz. purchase/ redemption/switch etc. through its official website - [www.Samcomf.com](http://www.Samcomf.com) , and may also submit transactions in electronic mode offered by specified banks, financial institutions, distributors etc., with whom AMC has entered or may enter into specific arrangements including through secured internet sites operated by K-Fintech. Accordingly, the servers (maintained at various locations) of the AMC and K-Fintech will be the official point of acceptance for all such online/electronic transaction facilities offered by the AMC. For the purpose of determining the applicability of NAV, time of transaction would be the time when request for purchase/sale/switch of units is received in the servers of AMC/RTA.
9. Investors transacting through MFSS/BSE StAR MF/NMF II Platform under the electronic order collection system for schemes which are unlisted and Stock Exchange(s) for the listed schemes will have to comply with norms/rules as prescribed by Stock Exchange(s).
10. In respect of New Fund Offer (NFO) of Schemes/Plan(s) an investor can subscribe to the NFO through Applications Supported by Blocked Amount (ASBA) facility by applying for the Units offered under the Option(s)/Plan(s) of the Scheme(s) in the ASBA Application Form and following the procedure as prescribed in the form. For details, please refer to the Section “Additional mode of payment through Applications Supported by Blocked Amount (ASBA) facility”.
11. All cheques and bank drafts must be drawn in the name of the respective Schemes e.g. "Samco Active Momentum Fund" and crossed "Account Payee only". A separate cheque or bank draft must accompany each Application. Investors must use separate application forms for investing simultaneously in more than one option of the Scheme subject to the minimum subscription requirements under each option.
12. All cheques and bank drafts accompanying the application form should contain the application form number/PAN No/folio number on its reverse. Returned cheque(s) are liable not to be presented again for collection, and the accompanying Application Form is liable to be rejected. In case the returned cheque(s) are presented again, the necessary charges are liable to be debited to the Investor.
13. In order to comply with AMFI (Association of Mutual Funds in India) best practice guidelines on ‘risk mitigation process against third party instruments and other payment modes for mutual fund subscriptions’ issued from time to time and also to enhance compliance with Know Your Customer (KYC) norms under the Prevention of Money Laundering Act, 2002 (PMLA), the acceptance of Third Party Payments is restricted. For details, please refer to the Section “Restriction on acceptance of Third-Party Payments/Instruments”.

14. Investors should note that it is mandatory for all applicants (in the case of application in joint names, each of the applicants) to mention his/her Permanent Account Number (PAN)/PAN Exempt KYC Reference Number (PEKRN) irrespective of the amount of purchase\* (in case of PAN)\* and limit of Rs. 50,000 (in case of PEKRN)\* in the Application Form. Where the applicant is a minor and does not possess his/her own PAN/PEKRN, he/she shall quote the PAN/PEKRN of his/her father or mother or the guardian, as the case may be. For details, please refer to the Section “Permanent Account Number”.

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

15. Investors should note that it is mandatory for all purchases/ switches/registrations for Systematic Transactions / Transfer of IDCW, etc. to quote the valid KYC Compliance Status of each applicant (parent or guardian in case of minor) in the application and attach proof of KYC Compliance. For more details, please refer paragraph ‘Know Your Customer (KYC)’.
16. It is mandatory to complete the KYC requirements for all unit holders, including for all joint holders and the parent/guardian in case of folio of a minor investor.
17. Investors should note that for all purchases in the folio of minors the payment shall be made from bank account of the minor, parent or legal guardian of the minor or from a joint account of the minor with the parent or legal guardian.
18. Applicants must satisfy the minimum Application Amount requirements mentioned in the ‘Scheme Information Document’ of the respective scheme(s) of Samco Mutual Fund.
19. In case of non-individual applicants/investors, it will be mandatory to provide the details on ‘Ultimate Beneficial Owner(s) (UBO(s))’ by filling up the declaration form for ‘Ultimate Beneficial Ownership’. Please contact the nearest Investor Service Centre (ISC) of Samco Mutual Fund or visit our website [www.Samcomf.com](http://www.Samcomf.com) for the Declaration Form. For more details, please refer paragraph “Identification of Ultimate Beneficial Owners (UBO(s))”.
20. Applications not complete in any respect are liable to be rejected.
21. Any application for subscription of units may be rejected if found incomplete or due to unavailability of underlying securities, etc.
22. Payment should be made by cheque or bank draft drawn on any bank which is situated at and is a member of the Banker’s Clearing House located at the place where the application is submitted or in a manner acceptable to the AMC, which is evidenced by receipt of credit in Bank Account of the Fund.
23. Outstation cheques will not be accepted and applications accompanied by such cheques are liable to be rejected. However, outstation cheques are acceptable in case of SIP applications. The first instalment of SIP should however be payable at the location where the application is tendered.
24. No cash, money orders and postal orders will be accepted.
25. Investors may please note that in case any application is made through Demand Draft, Demand Draft charges will not be reimbursed by the AMC. The Demand Draft charges shall be borne by investors.
26. The AMC shall have absolute discretion to accept/reject any application for purchase of Units, if in the opinion of the Trustee, increasing the size of Scheme’s Unit capital

is not in the general interest of the Unitholders, or the Trustee for any other reason believes it would be in the best interest of the Schemes or its Unitholders to accept/reject such an application.

27. Investors are requested to use the services of AMFI certified Distributors empanelled with the AMC. The AMC shall not be liable to an Investor, with respect to investments made through non- empanelled Distributors. If the investor wishes to invest directly, i.e. without involving the services of any agent or broker, “DIRECT” should be mentioned in the space provided for “ARN Number” in the Application Form / Transaction Form. Any subsequent change / updation / removal of broker code will be based on the written request from the Unit holder and will be on a prospective basis only from the date when the Registrar executes such written instruction.
28. **Default option/sub-option:** If the investor does not clearly specify the choice of option (Growth / IDCW) at the time of investing, it will be treated as a Growth option. If the investor does not clearly specify at the time of investing, the choice of sub-option under IDCW, it will be treated as a IDCW Reinvestment option. In case, the IDCW amount is less than Rs. 500/-, then it will be compulsorily reinvested in the existing plan of the scheme, invested by the investor.
29. **Default Plan:** Investors subscribing under Direct Plan of the Scheme will have to indicate “Direct Plan” against the Scheme name in the application form. However, if distributor code is mentioned in application form, but “Direct Plan” is mentioned against the Scheme name, the distributor code will be ignored and the application will be processed under “Direct Plan”. Further, where application is received for Regular Plan without Distributor code or “Direct” mentioned in the ARN Column, the application will be processed under Direct Plan. The below table summarizes the procedures which would be adopted by the AMC for applicability of Direct Plan / Regular Plan, while processing application form /transaction request under different scenarios:

Scen ario	Broker mentioned by investor	code	Plan mentioned by the investor	Default Plan to be captured
1	Not mentioned		Not mentioned	Direct Plan
2	Not mentioned		Direct	Direct Plan
3	Not mentioned		Regular	Direct Plan
4	Mentioned		Direct	Direct Plan
5	Direct		Not mentioned	Direct Plan
6	Direct		Regular	Direct Plan
7	Mentioned		Regular	Regular Plan
8	Mentioned		Not mentioned	Regular Plan

In cases of wrong/ incomplete ARN codes mentioned on the application form, the application shall be processed under Regular Plan. The AMC shall endeavour to contact the investor/distributor and obtain the correct ARN code within 30 calendar days of the receipt of the application form from the investor/ distributor. In case, the correct code is not received within 30 calendar days, the AMC shall reprocess the transaction under Direct Plan from the date of application without any exit load.

Further, in line with AMFI Best Practices Guidelines Circular no. 111/ 2023/ 2024 dated February 02, 2024, in case of invalid ARN code mentioned on the application form, the application will be processed under Direct Plan.

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

### **30. Treatment of Financial Transactions Received Through Suspended Distributors:**

The financial transactions of an investor where his distributor's AMFI Registration Number (ARN) has been suspended temporarily or terminated permanently by Association of Mutual Funds in India (AMFI) shall be processed as follows:

- a. All Purchase/Switch requests (including under fresh registrations of Systematic Investment Plan ("SIP")/Systematic Transfer Plan ("STP") or under SIPs/STPs registered prior to the suspension period) received during the suspension period shall be processed under "Direct Plan" and continue to be processed under "Direct Plan" perpetually unless after suspension of ARN is revoked, unitholder makes a written request to process the future instalments/investments under "Regular Plan". The AMC shall also suitably inform the concerned Unitholders about the suspension of the distributor from doing mutual fund distribution business.
- b. Any Purchase/Switch or SIP/STP transaction requests received through the stock exchange platform, from any distributor whose ARN has been suspended, shall be rejected.
- c. Additionally, where the ARN of a distributor has been terminated permanently, the AMC shall advise the concerned unitholder(s), who may at their option, either continue their existing investments under Regular Plan under any valid ARN holder of their choice or switch their existing investments from "Regular Plan" to "Direct Plan" subject to tax implications and exit load, if any.

### **31. Option to hold units in Dematerialised (Demat) form:**

Pursuant to Para 14.4.2 of Master Circular for Mutual Funds, investors subscribing for the Units in any of the schemes of the Fund may opt to hold Units in dematerialized (demat) mode by filling and providing details of their demat account in the specified application form and furnish Bank Account details linked with their demat account. Units shall be allotted in physical form by default, unless the investors intimate their intention of holding Units in demat form by filling in the specified application form. This option shall be available in accordance with the provisions laid under the respective scheme(s) and in terms of guidelines / procedural requirements as laid by the depositories (NSDL / CDSL) from time to time. Currently, the option to hold Units in demat form shall not be available to investors subscribing for Units into options where the dividend distribution frequency is less than one month.

The Unit holder intending to hold the units in Demat form are required to have a beneficiary account with the Depository Participant (DP) (registered with NSDL / CDSL). Unit holders opting to hold the units in demat form must provide their Demat Account details like the DP's name, DP ID Number and the beneficiary account number of the applicant with the DP, in the specified section of the application form.

In case Unit holders do not provide their Demat Account details, unit will be allotted to them in physical form and an Account Statement shall be sent to them. Investors holding units in dematerialized form as well as investors holding units in physical form, both shall be able to trade on the BSE StAR MF Platform and on NSE NMF II and ICEX.

Units held in demat form are transferable (except for Equity Linked Savings Scheme) in accordance with the provisions of the SEBI (Depositories and Participants) Regulations, 1996, as may be amended from time to time. Transfer can be made only in favor of transferees who are capable of holding units and having a valid demat account.

In case, the unit holder desires to hold the units in a demat/rematerialized form at a later date, the request for conversion of units held in non-demat form into Demat (electronic) form or vice versa should be submitted along with a demat/remat request form to the DP directly and not to the AMC or the Registrar and Transfer Agent (RTA) of the Fund. The AMC shall then issue units in the desired form within two working days of the receipt of valid documents from the respective DP. The credit of the converted units shall be reflected in the transaction statement provided by the DP to its client. Similarly, request for redemption or any other non-financial request shall be submitted directly to the DP and not to the AMC/ RTA of the Fund.

For the units held in demat form investors will receive an account statement from their respective DPs not from AMC / RTA of the Fund.

The facility of availing the units in demat / remat form is available subject to such processes, operating guidelines and terms & conditions as may be prescribed by the DPs and the depositories from time to time.

Presently, the option to hold units in demat form shall not be available for systematic transactions like Systematic Transfer Plan (STP), Systematic Withdrawal Plan (SWP) etc. Such investors shall be mandatorily allotted units in physical form.

Pursuant to AMFI communication no. 35P/MEM-COR/35/11-12 dated December 23, 2011, an option to hold units in demat form shall be available for SIP transactions. However, the units will be allotted based on the applicable NAV as per the SID and will be credited to investors demat account on weekly basis upon realization of funds. For e.g. units will be credited to investors' demat account every Monday (or immediate next business day in case Monday happens to be a non-business day) for realization status received in the last week from Monday to Friday. If an investor has opted to hold units in demat form for SIP transactions, he will be able to redeem / transfer only those units which are credited to his demat account till the date of submission of redemption / transfer request. Accordingly, redemption / transfer request shall be liable to be rejected in case of non – availability of sufficient unit in the investor's demat account as on date of submission of redemption / transfer request.

**Additional information regarding dematerialisation or Rematerialization of mutual fund units:**

Investor(s)/ Unitholder(s) are requested to note the following procedures pertaining to Dematerialisation or Rematerialization of mutual fund units pursuant to AMFI letter AMFI/35P/MEM-COR/72/2023-24 dated October 17, 2023:

**a) How to apply for/get allotment of units in Demat mode:**

The investors who intend to hold units in dematerialised mode (demat mode) are required to have a demat account with Central Depository Services (India) Ltd (“CDSL”)/National Securities Depository Ltd (“NSDL”). Such investors should provide their Demat account details in the physical application form along with copy of Client Master List.

Investors investing through the Stock Exchange Platforms in Demat mode are required to provide their Demat account details in their account opening form.

Investors investing online using either the Samco MF platform or that of its RTA, will get units by way of account statement only. Thereafter, they may choose to convert such holding in demat form as per the process explained below.

**b. How to convert the units held in SoA mode to Demat mode:**

Investors desiring to convert the physical units (SoA mode) into dematerialized form, need to submit the dematerialized request along with their latest account statement to their Depository Participant. For process of conversion and other requirements, investors are advised to contact their DP. Investor can also visit the website of respective depositories ([www.nsdl.co.in](http://www.nsdl.co.in) / [www.cdsindia.com](http://www.cdsindia.com)) for information in this regard.

**c. How to convert the units held in Demat mode to Remat (Rematerialization) mode:**

Investor who wishes to convert the holding in demat form to Remat mode, has to apply for Rematerialization through his Depository Participants (DP) and complete the required formalities at DP’s end. Once this is done, DP will send the same to RTA for processing.

**d. How to redeem the units held in Demat mode:**

Investor who intends to redeem their mutual fund units held in demat form need to submit the request through Depository Participants (DP) or through the respective exchanges.

**e. Is switch-transaction permissible if the units are held in Demat:**

Investors who intend to switch their demat units (switch-in and switch-out transactions), need to submit the request through their Depository Participants (DP) and can be done only through exchanges. As of now switch is not available through DP.

**f. The procedure for change in investor's profile/ bank account details etc. in respect of units held in demat mode (i.e. to whom the investor is required to approach, in case of such request):**

In case of non-financial requests/ applications such as change of investor's profile, address, bank details, complaints etc. investor should approach their respective Depository Participant(s) if units are held in demat mode.

Investors are also advised to contact the nearest Investor Service Centre (ISC) of Samco Mutual Fund or K-Fintech for further information/assistance in this regard.

### **32. Transacting through Stock Exchange Platform/Mechanism:**

The Fund also offers an alternate facility of transacting in the Units of the select Schemes of the Mutual Fund through the mutual fund trading platform of the Bombay Stock Exchange (BSE StAR MF) and National Stock Exchange (NSE MFSS). Investors desirous of transacting through the stock exchange mode have an option to hold units in Demat Mode or in Physical Mode. Investors may note that the facility of transacting through the stock exchange mode being offered for all schemes of the Mutual Fund. Investors desirous of transacting through the stock exchange mode shall submit applications to registered stock brokers, clearing members of recognized stock exchanges, or Depository Participants for transacting through BSE StAR MF or NSE MFSS. Stock brokers, Clearing members and Depository Participants (DP) will be considered as official points of acceptance of such transactions. A confirmation slip will be issued to the investor upon acceptance of the application.

### **33. Additional mode of payment through Applications Supported by Blocked Amount (ASBA) facility:**

Pursuant to clause 14.8 of SEBI Master Circular no. SEBI/HO/IMD/IMDPoD-1/P/CIR/2023/74 dated June 27, 2024 for Mutual Funds ("Master Circular"), an investor can subscribe to the New Fund Offers (NFOs) launched through ASBA facility by applying for the Units offered under the Option(s)/Plan(s) of the Scheme(s) in the ASBA Application Form and following the procedure as prescribed in the form. Hence, all the NFOs to be launched by the Mutual Fund shall have ASBA facility, which will co-exist with the existing mode of subscription.

ASBA is an application containing an authorization given by the Investor to block the application money in his/her specified bank account towards the subscription of Units offered during the NFO of the Scheme of Samco Mutual Fund.

Thus, for an investor who applies through ASBA facility, the application money towards the subscription of Units shall be debited from his/her specified bank account only if his/her application is selected for allotment of Units.

#### **Benefits of Applying through ASBA facility:**

- (i) Writing cheques and demand drafts is not required, as investor needs to submit ASBA application Form accompanying an authorization to block the account to the extent of application money towards subscription of Units. The balance money, if any, in the account can be used for other purposes by the investors.
- (ii) Release/Unblocking of blocked funds after allotment is done instantaneously.

- (iii) Unlike other modes of payment, ASBA facility prevents the loss of interest income on the application money towards subscription of Units as it remains in the bank account of the investor till the allotment is made.
- (iv) Refunds of money to the investors do not arise as the application money towards subscription of Units gets blocked only on the allotment of Units.
- (v) The investor deals with the known intermediary i.e. his/her own bank.
- (vi) The application form is simpler as the application form for ASBA will be different from the NFO application form.

### **ASBA Procedure**

- An Investor intending to subscribe to the Units of the NFO through ASBA, shall submit a duly completed ASBA Application Form to a Self Certified Syndicate Bank (SCSB), with whom his/her bank account is maintained.
- An ASBA investor shall submit a duly filled up ASBA Application form, physically or electronically to the SCSB with whom the investors holds the bank account which is to be blocked. In case of ASBA application in physical mode, the investor shall submit the ASBA Application form at the bank branch of SCSB, which is designated for the purpose and the investor must be holding a bank account with such SCSB. In case of ASBA application in electronic form, the investor shall submit the ASBA Application form either through the internet banking facility available with the SCSB, or such other electronically enabled mechanism for subscribing to units of Mutual Fund schemes authorizing to block the subscription money in a bank account.
- An acknowledgement will be given by the SCSB in the form of the counter foil or specifying the application number for reference. Such acknowledgement does not guarantee, in any manner that the investors will be allotted the Units applied for.  
Note: if the bank account specified in the ASBA Application Form does not have sufficient credit balance to meet the application money towards the subscription of Units, the Bank shall reject the ASBA Application form.
- On acceptance of Physical or Electronic ASBA, the SCSB shall block funds available in the bank account specified to the extent of the application money specified in the ASBA Application Form.
- ASBA application form will not be accepted by any of the offices of Samco Mutual Fund or its Registrar & Transfer Agent, i. e. K-Fintech Limited. (K-Fintech).
- The application money towards the Subscription of Units shall be blocked in the account until (i) Allotment of Units is made or (ii) Rejection of the application or (iii) Devolvement of the Scheme, as the case may be.
- 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.
- During processing of the ASBA application Forms by R&TA, if the application is found to be incomplete or incorrect, the SCSB will be informed on the same who will then unblock the investor account with appropriate remarks in the investor account.
- The list of SCSBs and their DBs where ASBA application form is available on the websites of BSE ([www.bseindia.com](http://www.bseindia.com)), NSE ([www.nseindia.com](http://www.nseindia.com)) and SEBI ([www.sebi.gov.in](http://www.sebi.gov.in)) and shall also be given in the ASBA application form.

The Mutual Fund, AMC and Trustees shall not be responsible for any acts, mistakes, errors, omissions and commissions etc. in relation to the ASBA facility.

### **34. Transactions through Facsimile/Electronic Mode:**

The AMC, Mutual Fund, Registrar or any other agent or representative of the AMC, Mutual Fund, 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.

Acceptance of fax / electronic transactions as may be 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 either received late or not received by the Recipient.

The Transmitter acknowledges that 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.

The Transmitter authorizes the Recipient to accept and act on any fax / electronic transaction which the Recipient believes in good faith to be given by the Transmitter and the Recipient shall be entitled to treat any such fax / electronic transaction as if the same was given to the Recipient under the Transmitter’s original signature. The Transmitter agrees that security procedures adopted by the Recipient may include signature verification, telephone callbacks or a combination of the same. Callbacks 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. The Transmitter further accepts that the fax / electronic transaction shall not be considered until time stamped appropriately as a valid transaction request in the Scheme in line with the SEBI Regulations.

In consideration of the Recipient 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, 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.

The AMC reserves the right to discontinue the above mentioned facilities at any point in time. Applications which are not complete in any respect are liable to be rejected.

### **35. Online Transactions Facility**

Samco Mutual Fund allows investors to invest in any scheme of Samco Mutual Fund through its website [www.Samcomf.com](http://www.Samcomf.com). Also, existing investors can do additional purchase, switch, Systematic transactions and redemption of the Units of the Fund through the website.

The Fund will also allow existing investors to transact through the website of the Fund's Registrar & Transfer Agent (K-Fintech), i.e. [www.https://mfs.kfintech.com/investor/](https://mfs.kfintech.com/investor/).

For subscriptions or SIP received through Online transaction platform, the bank account details provided will be verified through Penny drop. It is a method of third party verification where the investor's bank mandate (that is given for making the online payment during fresh / additional purchase / SIP transaction) shall be validated for payment done by a third party or not, by crediting Re. 1 to investor's account from Samco scheme fund account. Using the response feed provided by the bank which contains the account holder name, account number etc. the investor's name & bank mandate details as available against the transaction shall be verified and the bank account shall be marked as Third Party Verified. If any of the details do not match and investor's account is found to be a third party account, such transaction is liable to get rejected.

Online transactions will save cost and time of the investor and will also enable the Fund to serve its clients in a faster and efficient way. 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. 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.

The Fund shall not be liable for any misuse of data placed on the Internet, by third parties "hacking" or unauthorized accessing of the server. 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.

The time of transaction done through various online facilities / electronic modes offered by the AMC, for the purpose of determining the applicability of NAV, would be the time when the request for purchase / sale / switch of units is received in the servers of AMC / RTA.

Further, applicable NAV for web based transactions shall be based on actual realization of funds by the Scheme. Under no circumstances will the AMC or its bankers or its service providers be liable for any lag / delay in realization of funds and consequent pricing of units. The AMC has the right to amend cut off timings subject to SEBI (MF) Regulations for the smooth and efficient functioning of the Scheme(s).

## MF Central

As per clause 16.6 of Master Circular, to comply with the requirements of RTA interoperable Platform for enhancing investors' experience in Mutual Fund transactions/service requests, the Qualified RTAs, currently, Kfin Technologies Limited ("KFintech") and Computer Age Management Services Limited ("CAMS") have jointly developed MFCentral - A digital platform for Mutual Fund investors (hereinafter referred to as "MFCentral" or "the Platform"). MFCentral is created with an intent to be a one stop portal/mobile app for all Mutual fund investments and service-related needs that significantly reduces the need for submission of physical documents by enabling various digital/physical services to Mutual fund investors across fund houses subject to applicable Terms and Conditions of the Platform. MFCentral has been enabling various features and services in a phased manner. MFCentral may be accessed using <https://mfcentral.com/> and a Mobile App. Any registered user of MFCentral, requiring submission of physical document as per the requirements of MFCentral, may do so at any of the DISCs or collection centres of Kfintech or CAMS.

### 36. Bank Account Numbers

In order to protect the interest of investors from fraudulent encashment of cheques, cheques specify the name of the Unitholder and the bank name and account number where payments are to be credited. As per Para no. 14.12 of Master Circular for Mutual Funds, it is mandatory for applicants to mention their bank details in their applications for purchase or redemption of units. It is important for applicants to mention their bank name, bank account number, branch address, account type in their applications at the time of subscription. Applications without this information shall be rejected.

#### Bank Mandate Registration as part of new folio creation

Investor(s) or Unit Holder(s) are requested to note that any one of the following documents shall be submitted by the investor(s) or Unit Holder(s), in case the cheque / Fund Transfer Request provided along with fresh subscription / new folio creation does not belong to the bank mandate specified in the application form:

Any one of the following supporting documents\* can be accepted as a Proof of account bank account:

- a) Cancelled original cheque leaf with first Unit Holder name and bank account number printed on the face of the cheque. OR Copy of Bank Passbook having the name, address and account number of the account holder.
- b) Bank Statement (issued within 3 months for new bank, in case of old bank account the date of statement will not be applicable).

\*The above documents should be either in original or copy to be submitted along with original produced for verification. In case if documents for the existing bank account are not available, kindly visit office of Samco AMC / K-Fintech for In Person Verification along with PAN Card Copy / Photo Identification Proof for PAN Exempt cases. All documents to be self-attested. Where such additional document(s) are not provided for the verification of bank account, the AMC reserves the right to capture the bank account used towards subscription for the purpose of redemption and dividend payments.

## Updation of Bank Account

Updation / change of bank account in a folio should either be through Multiple Bank Account Registration Form or a standalone separate Change of Bank Mandate form only. Hence, forms like Common Transaction Form or any other form containing Redemption and Change of Bank Mandate requests will not be processed by the Fund and investors must refrain from using such forms which have combined Redemption and Change of Bank Mandate requests for the purpose of changing their bank mandate or updating a new bank mandate. Please visit our website [www.Samcomf.com](http://www.Samcomf.com) for the list of documents for updation of new bank mandate.

Any request for change of bank mandate details will be entertained only if the Unit Holder provides any of the following documents (for Existing (Old) as well as New Bank account) along with the designated Multiple Bank Account Registration / Deletion form or a standalone separate Change of Bank Mandate form:

- a) Cancelled original cheque leaf with first Unit Holder name and bank account number printed on the face of the cheque. OR Copy of Bank Passbook having the name, address and account number of the account holder.
- b) Bank Statement (issued within 3 months for new bank, in case of old bank account the date of statement will not be applicable).

In case if multiple banks are registered in the folio, existing bank proof of any one bank will be required to be submitted for adding another bank.

It may be noted that, in case of those unit holders who hold Units in demat form, the bank mandate available with respective DP will be treated as the valid bank mandate for the purpose of payout at the time of maturity or at the time of any corporate action.

### Change of bank account along with Redemption request placed with the Mutual Fund:

In the interest of security of investments made by the Unit holder(s), the below risk mitigating steps have been introduced by the Mutual Fund:

Any request received for Change in Bank details which forms part of a financial transaction request will be subject to rejection. In such cases, only the financial transaction will be processed. For e.g. In case of a redemption transaction, the same will be processed and the proceeds shall be credited to the registered bank account without considering the change of bank details received along with such redemption request.

In case a redemption request is received before the change of bank details have been validated and registered, the redemption request would be processed to the currently registered bank account (existing on Fund's records). The Fund will follow a cooling period only in such cases where an updation / change of bank mandate request is received / processed few days prior to submission of a redemption request.

The Mutual Fund will require a cooling period of not more than 10 calendar days for validation and registration of bank accounts. The process of validation would include notifying the investor through e-mail, SMS, phone etc. about the registration of a new bank account. The Fund shall endeavour to use, where possible, more than one of the above means

of communication. Further, the Fund shall credit the redemption / IDCW proceeds only to a registered bank account that has gone through the validation process as enumerated above.

Within the cooling period, the investor will have an option to contact the Fund and validate the request placed. In case of non-validation or no objection raised by the Unit holder, the redemption proceeds will be paid in favour of the new bank account details requested for registration. The Fund reserves the right to reject any such request found incomplete or not found in order.

### **Multiple Bank Account Registration / Deletion facility**

- i) The Fund offers its investors the facility to register Multiple Bank Accounts to receive redemption / dividend proceeds.
- ii) Registering of Multiple Bank Accounts will enable the Fund to systematically validate the Pay-in payment and avoid acceptance of third party payments.
- iii) Investor can register upto 5 bank accounts in case of individuals / HUFs, and upto 10 in other cases.
- iv) Investor may choose one of the registered bank accounts as default bank account for the credit of redemption / IDCW proceeds. In case of existing investors, their existing bank mandate registered with the AMC / RTA, and in case of new investors, their bank account details as mentioned in the application form shall be treated as default bank account for pay-out, if they have not specifically designated a default bank account. Investors may change the same in writing, using the Multiple Bank Account Registration / Deletion Form.
- v) For registration of bank account(s), investors shall submit the ‘Multiple Bank Account Registration / Deletion Form’ together with the supporting documentation, attested as per the requirements specified by the AMC.
- vi) The AMC / RTA will register the bank account only after verifying that the sole or 1st joint holder is the holder or one of the joint holders of the bank account, respectively.
- vii) Where an investor proposes to delete his existing default bank account, he shall compulsorily designate another account as default account.
- viii) Thus, change of bank mandates shall be effected only through the ‘Multiple Bank Account Registration / Deletion facility’. Such change of bank mandates will be effected within 10 days of valid documents being received by the AMC / RTA.
- ix) Any financial transaction request received in the interim, will be processed in 10 days as specified in viii) above.
- x) Investors are requested to use the Multiple Bank Account Registration / Deletion Form for all bank account related requirements. AMC reserves the right to reject such bank account registration requests which are not in the specified format.

### **37. Permanent Account Number (PAN)**

SEBI has made it mandatory for all applicants (in the case of application in joint names, each of the applicants) to mention his/ her permanent account number (PAN) irrespective of the amount of purchase\* [Except as given under PAN Exempt Investments]. Where the applicant is a minor, and does not possess his/ her own PAN, he/she shall quote the PAN of his/her father or mother or the legal guardian, as the case may be. However PAN is not mandatory in the case of Central Government, State Government entities and the officials appointed by the

courts e.g. Official liquidator, Court receiver etc. (under the category of Government) for transacting in the securities market.

Samco Mutual Fund reserves the right to ascertain the status of such entities with adequate supporting documents. Also, investors residing in the state of Sikkim are exempt from the mandatory requirement of PAN, subject to the AMC verifying the veracity of the claim of the investors that they are residents of Sikkim, by collecting sufficient documentary evidence.

In order to verify that the PAN of the applicants (in case of application in joint names, each of the applicants) has been duly and correctly quoted therein, the applicants shall attach along with the purchase\* application, a photocopy of the PAN card duly self-certified along with the original PAN Card. The original PAN Card will be returned immediately across the counter after verification. The photocopy of the PAN card is not required if KYC acknowledgement issued by CVL is made available.

\* includes fresh/additional purchase and Systematic Investment#

Further, as per the Notification No. 288 dated December 1, 2004, every person who makes payment of an amount of Rs. 50,000 or more to a Mutual Fund for purchase^ of its units should provide PAN.

^ includes fresh/additional purchase, switch, Systematic Investment#/Transfer and Reinvestment of IDCW/Transfer of IDCW.

Since reinvestment of IDCW/transfer of Rs. 50,000 or more qualifies as purchase of Units for aforesaid Notification, PAN is required to process such reinvestment/transfer, failing which reinvestment of IDCW/transfer shall be automatically converted into payout option.

Investors are requested to note that PAN is mandatory for all financial transactions in schemes of the Fund, with respect to all unitholders in the folio. Accordingly, any financial transactions received without PAN, in respect of non-PAN-exempt folios, shall be rejected in case the copy of the PAN card is not submitted along with the transaction/application. The AMC reserves the right to keep on hold the transaction till the PAN is validated by the AMC / Registrar.

Additionally, in the event of any application form being subsequently rejected for mismatch of applicant's PAN details with the details on the website of the Income Tax Department, the investment transaction will be cancelled and the amount may be redeemed at the applicable NAV, subject to payment of exit load, if any. Please contact any of the Investor Service Centres/K-Fintech/ Distributors or visit our website [www.Samcomf.com](http://www.Samcomf.com) for further details.

#However, the requirement of PAN is exempted in respect of investments in Mutual Fund Scheme(s) [including Systematic Investment Plan (SIP)] upto Rs. 50,000/- per year per investor per mutual fund. Please refer "PAN Exempt investments" as stated below for more details.

### **PAN Exempt Investments**

SEBI vide its circular dated July 24, 2012 has clarified that investments in mutual funds schemes (including investments in SIPs) of upto Rs. 50,000 per investor per year across all schemes of the Fund shall be exempt from the requirement of PAN. Accordingly, individuals

(including Joint Holders who are individuals, NRIs but not PIOs, Minors) and Sole Proprietary Firms who do not possess a PAN (“Eligible Investors”)\* are exempt from submission of PAN for investments upto Rs.50,000 in a rolling 12 month period or in a financial year i.e. April to March. However, Eligible Investors are required to undergo Know Your Customer (KYC) procedure with any of the SEBI registered KYC Registration Authorities (KRA). Eligible Investors must quote PAN Exempt KYC Reference Number (PEKRN) issued by the KRA under the KYC acknowledgement letter in the application form and submit a copy thereof along with the application form. In case the applicant is a minor, PAN/PEKRN details of the Guardian shall be submitted, as applicable. Eligible Investors (i.e. the First Holder) must not possess a PAN at the time of submission of application form. Eligible investors must hold only one PEKRN issued by any one of the KRAs.

If an application for investment together within investments made in a rolling 12 month period or in a financial year exceeds Rs. 50,000, such an application will be rejected.

Fresh/Additional Purchase and Systematic Investment Plans will be covered in the limit of Rs.50,000. Investors may switch their investments to other Schemes. However, if the amount per switch transaction is Rs. 50,000 or more, in accordance with the extant Income Tax rules, investors will be required to furnish a copy of PAN to the Mutual Fund.

\* HUFs and other categories are not eligible for such investments.

### **Aadhaar – PAN Linking**

As per Section 139AA of the Income Tax Act, 1961 read with CDBT circular 7 of 2022 dated March 30, 2022, where a person who has been allotted PAN as on the 1st day of July, 2017, and who is eligible to obtain Aadhaar number has failed to intimate / link Aadhaar with PAN on or before 30th June 2023, the PAN of such person shall become inoperative immediately after the said date. Once a person's PAN becomes inoperative, TDS at the higher rate of 20% shall be applicable in addition to other consequences under the Act.

Note: Presently, Aadhaar-PAN linking does not apply to any individual who is (a) residing in the States of Assam, Jammu and Kashmir and Meghalaya; (b) a non-resident as per the Income Tax Act, 1961 (NRI as per Income Tax records); or (c) of the age of eighty years or more at any time during the previous year; or (d) not a citizen of India. However, these exemptions may change or be revoked later.

### **38. NRIs / PIOs / FPIs / OCIs**

The Foreign Exchange Management (Transfer or Issue of Security by a Person Resident Outside India) Regulations, 2000 (the “FEMA Regulations”) permit a NRI / PIO to purchase on repatriation or non-repatriation basis, without limit, units of domestic mutual funds.

Payment for such units must be made either by: (i) inward remittance through normal banking channels; or (ii) out of funds held in the NRE / FCNR account, or (iii) Indian Rupee drafts purchased abroad, in the case of purchases on a repatriation basis or out of funds held in the NRE / FCNR / NRO account, in the case of purchases on a non-repatriation basis. In case Indian Rupee drafts are purchased abroad or from FCNR / NRE accounts, an account debit certificate from the bank / financial entity issuing the draft confirming the debit shall also be enclosed.

NRIs shall also be required to furnish such other documents as may be necessary and as desired by the AMC / Mutual Fund / Registrar, in connection with the investment in the schemes.

The FEMA Regulations also permit a registered FPI to purchase, on repatriation basis, units of domestic mutual funds provided the FPI restricts allocation of its total investment between equity and debt instruments in the ratio as applicable at the time of investments. Payment by the FPI must be made either by inward remittance through normal banking channels or out of funds held in foreign currency account or non-resident rupee account maintained by the FPI with a designated branch of an authorised dealer with the approval of the RBI in terms of paragraph 2 of Schedule 2 to the FEMA Regulations.

In case an investor who is a foreign national and resident in India, ceases to be resident in India, such investor will be required to redeem his / her investments prior to change in the resident status. Investor shall be fully liable for all consequences (including taxation) arising out of the failure to redeem on account of change in residential status. The AMC reserves the right to redeem investments of such investors if their resident status is found to have changed to a country other than India. The redemption proceeds will be credited in Indian rupees only. Further, the AMC, its affiliates or service providers reserve the right to seek additional documents, implement controls and / or impose restrictions with respect to acceptance of investments from foreign nationals resident in India including the right to reject applications or subsequently redeem investments which are not in line with the controls deemed necessary by the AMC.

A person who falls within the definition of the term “U.S. Person” under the Securities Act of 1933 of the United States, and corporations or other entities organised under the laws of the U.S. are not eligible to invest in the schemes, except for lump sum subscription, systematic transactions and switch transactions requests received from Non-resident Indians/Persons of Indian origin who at the time of such investment, are present in India and submit a physical transaction request along with such documents as may be prescribed by the AMC/Trustee from time to time. The AMC shall accept such investments subject to the applicable laws and such other terms and conditions as may be notified by the AMC/the Trustee. The investor shall be responsible for complying with all the applicable laws for such investments.

Persons of Canada will not be permitted to make any fresh purchases/additional purchases/switches/SIPs in any Schemes of Samco Mutual Fund (via internet or otherwise). However, any investment made before becoming person(s) of Canada will be allowed to be redeemed. In case the debit certificate is not provided, the AMC reserves the right to reject the application of the NRI investors.

FPIs can transact in the schemes of the Fund subject to applicable guidelines. Foreign Portfolio Investor means a person who satisfies the eligibility criteria prescribed under regulation 4 of the Securities and Exchange Board of India (Foreign Portfolio Investors) Regulations, 2019 as amended from time to time.

### **39. Applications under Power of Attorney / Body Corporate / Registered Society / Trust / Partnership**

The original Power of Attorney or a duly notarised copy of the Power of Attorney shall be required to be submitted where applications are made under a Power of Attorney. A company, body corporate, eligible institutions, registered society, trusts, partnership or other eligible non-individuals who apply in the Scheme should furnish a certified copy of resolution or authority to make the application as the case may be and a certified copy of the Memorandum and Articles of Association and / or bye-laws and / or Trust Deed and / or Partnership Deed and certificate of registration or any other document as the case may be. In case of a Trust / Fund, it shall submit a certified true copy of the resolution from the Trustee(s) authorising such purchases. The officials should sign the application under their official designation and furnish a list of authorised signatories. All communications and payments shall be made to the First Applicant only.

### **40. Identification of Ultimate Beneficial Owners (UBO(s))**

As a part of Client Due Diligence (CDD) Process under PML Act 2002 read with PML Rules, 2005 as amended from time to time each of the SEBI registered intermediary, which interalia includes Mutual Funds, is required to obtain sufficient information from their clients in order to identify and verify the identity of persons who beneficially own or control the securities account. Providing information about beneficial ownership is mandatory for all categories of investors except (i) Individuals and (ii) a Company, which is listed on a stock exchange or is a majority owned subsidiary of such a Company.

Further, pursuant to SEBI Master Circular no. SEBI/HO/IMD/IMDPoD-1/P/ CIR/2023/74 dated June 27, 2024 on AML/CFT Obligations read with SEBI Circular No. SEBI/HO/MIRSD/MIRSDSECATF/P/CIR/2023/091 dated June 16, 2023 and Guidelines on identification of Beneficial Ownership issued by SEBI vide its Circular No. CIR/MIRSD/2/2013 dated January 24, 2013, investors (other than Individuals) are required to provide details of Ultimate Beneficial Owner(s) ("UBO(s)") and submit proof of identity (viz. PAN with photograph or any other acceptable proof of identity prescribed in common KYC form) of UBO(s).

#### **Identification process for Investors other than Individuals or Trusts:**

If the investor is an unlisted company, partnership firm or unincorporated association/body of individuals, the beneficial owners are the natural person/s who is/are acting alone or together, or through one or more juridical person and exercising control through ownership or who ultimately has a controlling ownership interest i.e. ownership of/entitlement to:

- a) more than 10% of shares or capital or profits of the juridical person, where juridical person is a company.
- b) more than 15% of the capital or profits of the juridical person, where the juridical person is a partnership firm; or
- c) more than 15% of the property or capital or profits of the juridical person, where the juridical person is an unincorporated association or body of individuals.

In cases, where there exists doubt as to whether the person with the controlling ownership interest is the beneficial owner or where no natural person exerts control through ownership interests, the identity details should be provided of the natural person who is exercising control over the juridical person through other means (i.e. control exercised through voting rights, agreement, arrangements or in any other manner).

In case no natural person is identified under any of the above criteria, the person who holds the position of senior managing official shall be provided.

### **Identification process for Investor which is a Trust:**

In case of a Trust, the settler of the trust, the trustee, the protector and the beneficiaries with 10% or more interest in the trust or any other natural person exercising ultimate effective control over the trust through a chain of control or ownership shall be considered as beneficial owner.

### **Identification process for Foreign Investors:**

The identification of beneficial ownership in case of Foreign Portfolio Investors (FPIs), their sub-accounts and Multilateral Funding Agencies / Bodies Corporate incorporated outside India with the permission of Government of India / Reserve Bank of India may be guided by the clarifications issued vide SEBI circular CIR/MIRSD/11/2012 dated September 5, 2012.

Investors (other than Individuals & Listed companies) are required to submit the following additional documents along with the declaration, to the Fund at the time of an investment transaction. Additionally, investors shall be required to notify the fund, when there is a change in the beneficial ownership:

- Copy of the latest share holding pattern including list of all those holding control, either directly or indirectly, in the company in terms of SEBI takeover Regulations, duly certified by the Company Secretary / Whole time director / MD.
- Documents confirming identity and address of the UBOs of the entity.

Investors are requested to note that, the fund shall reserve the right to seek additional information to ascertain the beneficial or controlling ownership in the entity investing with the fund. Applications without the information are subject to rejection / refund. Investors are also required to note that the Beneficial owners of investors shall also be required to comply with the “Who can Invest” section as outlined in the Scheme Information Document.

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

India has executed an Inter-Governmental Agreement (IGA) with the U.S. and the Fund intends to take any measures that may be required to ensure compliance under the terms of the IGA and local implementing regulations. In order to comply with its FATCA obligations, the Fund will be required to obtain certain information from its investors so as to ascertain their U.S. tax status. If the investor is a specified U.S. person, U.S. owned non-U.S. entity, non-participating FFI (“NPFFI”) or does not provide the requisite documentation, the Fund may need to report information on these investors to the appropriate tax authority, as far as legally permitted. If an investor or an intermediary through which it holds its interest in the

Fund either fails to provide the Fund its agents or authorised representatives with any correct, complete and accurate information that may be required for the Fund to comply with FATCA or is a NPFFI, Fund may be required to provide information about payment to NPFFI to upstream payor to enable them to make the appropriate FATCA withholding on NPFFIs. Further, we may be compelled to sell its interest in the Fund or, in certain situations, the investor's interest in the Fund may be sold involuntarily. The Fund may at its discretion enter into any supplemental agreement without the consent of investors to provide for any measures that the Fund deems appropriate or necessary to comply with FATCA, subject to this being legally permitted under the IGA or the Indian laws and regulations. FATCA is globally applicable from July 1, 2014 and in order to comply with FATCA obligations, the Fund will, seek additional information from investors while accepting applications, in order to ascertain their U.S. Person status. The Fund will not accept applications which are not accompanied with information / documentation required to establish the U.S. Person status of investors. Investors are therefore requested to ensure that the details provided under Section "Confirmation under Foreign Account Tax Compliance Act (FATCA) for determining US person status" of the application form are complete and accurate to avoid rejection of the application (updated forms are available with ISCs or on Fund's website – [www.Samcomf.com](http://www.Samcomf.com)).

Investors should consult their own tax advisors regarding the FATCA requirements with respect to their own situation. In the event of any conflict or inconsistency between any of these Terms and Conditions and those in any other service, product, business relationship, account or agreement between investor and the AMC/Fund, these terms shall prevail, to the extent permissible by applicable local law. If all or any part of the provisions of these Terms and Conditions become illegal, invalid or unenforceable in any respect under the law of any jurisdiction, that shall not affect or impair the legality, validity or enforceability of such provision in any other jurisdictions or the remainder of these Terms and Conditions in that jurisdiction. These Terms and Conditions shall continue to apply notwithstanding the death, bankruptcy or incapacity of the investor, the closure of any investor account, the termination of Services to the investor or the redemption of the investor's investment in the Fund.

## Common Reporting Standards

India has joined the Multilateral Competent Authority Agreement (MCAA) on automatic exchange of financial information in Tax Matters, commonly known as Common Reporting Standards ('CRS'). All countries which are signatories to the MCAA are obliged to exchange a wide range of financial information after collecting the same from financial institutions in their jurisdiction. In accordance with Income Tax Act read with SEBI Circular nos. CIR/MIRSD/2/2015 dated August 26, 2015 and CIR/MIRSD/3/2015 dated September 10, 2015 regarding implementation of CRS requirements, it shall be mandatory for all new investors to provide details and declaration pertaining to CRS in the application form, failing which the AMC shall have authority to reject the application.

## 42. Joint Applicants

If an application has more than one investor, (maximum three permitted) the investors are required to specify the 'mode of holding' in the initial application form as either 'Joint' or 'Anyone or Survivor'.

In the event, the investors fail to specify the mode of holding, then by default, the mode of holding will be treated as 'joint' for all future purposes by the AMC in respect of the folio.

In the case of holding specified as 'Joint', all transactions / instructions would have to be signed by all joint holders. However, in cases of holding specified as 'Anyone or Survivor', any one of the Unitholders will have the power to make transaction requests / provide instructions, without it being necessary for all the Unitholders to sign except for lien requests and appointment of nominee/cancellation of nominee, where signature of all the Unitholders are required. However, in all cases, all distributions will be made to the first-named holder only.

However, in both the modes of holding ('Joint' or 'Anyone or Survivor'), the first-named 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 IDCW or other distributions. The Mutual Fund/AMC shall have no liability in this regard to any other Unitholder other than the first named holder of Units. In addition, such first named Unitholders shall have the voting rights, as permitted, associated with such Units, as per the applicable guidelines.

In case of death / insolvency of any one or more of the persons named in the register of Unitholders as the joint holders of any Units, the AMC shall not be bound to recognise any person(s) other than the remaining holders. It is however clarified that if any order/direction/instruction to the contrary is issued by any Governmental/judicial/quasi-judicial authority, the AMC/ Mutual Fund may act in compliance with the same. In all such cases, the redemptions, IDCW and other distributions as may be declared by the Mutual Fund from time to time shall be paid to the first-named of the remaining Unitholder/s or as the case may be.

#### **For Units held in Electronic (Demat) Mode**

For DP account held in joint names, the rules of the Depository for operation of such DP accounts will be applicable.

#### **43. Investments on Behalf of Minor**

In addition to the existing procedures, the following procedures shall apply to the investments made on behalf of Minors:-

- I. The Minor shall be the first and sole holder in the folio. In folios where Unit holder is a Minor, there can be no Joint Holders or nominees.
- II. The Guardian to the Minor should either be a natural guardian (i.e. father or mother) or a court appointed legal guardian. The supporting documents reflecting Date of Birth of Minor and relationship of Minor with Guardian should mandatorily accompany the application form. In case of court appointed legal guardian, supporting documentary evidence shall be required.
- III. Investments in the name of minors shall be permitted only from bank account of the minor, parent or legal guardian of the minor or from a joint account of the minor with the parent or legal guardian only, else the transaction is liable to get rejected.
- IV. Irrespective of the source of payment for subscription, all Redemption/IDCW etc. proceeds shall be credited only in the verified bank account of the Minor i.e. the

account the minor may hold with the parent / legal guardian after completing all KYC formalities.

### **Change of Status from Minor to Major:**

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 the age of majority. Prior to the minor Unitholder attaining the age of majority, the AMC/Mutual Fund/RTA will send a notice to the minor Unitholder at the registered correspondence address/email id advising such minor Unitholder to submit, on attaining the age of majority, an application form along with prescribed documents listed below to change the status of the folio/s from 'minor' to 'major':

- i) Services Request form, duly filled and containing details like name of major, folio number, etc.
- ii) New Bank mandate where account changed from Minor to major.
- iii) Signature attestation of the major duly attested by the parent / guardian whose signature is registered in the records of mutual fund / RTA against the folio of minor unit holder.
- iv) KYC acknowledgement of the major as per current norms.
- v) FATCA / CRS and Additional KYC Details and Declaration Form.
- vi) Nomination form / declaration for opting out of Nomination is mandatory.

Upon attainment of majority by the minor Unitholder, the folio/s should be regularized forthwith. The AMC may specify such procedures for regularisation of the Folio/s, as it may deem appropriate from time to time. Till the receipt of such intimation/information from the minor turned major Unitholder, existing contract as signed by the parent/legal guardian of the minor Unitholder will continue. However, from the date of attainment of majority, Folio/s of the minor Unitholder will be frozen for operation by the representing guardian and all transactions will be suspended. No transactions will be permitted in the Folio(s) till the regularization of the Folio/s in a manner prescribed by the AMC/Mutual Fund.

The AMC/Mutual Fund will register standing instructions like SIP/STP/SWAP etc. for a folio held by a minor Unitholder from the parent/legal guardian only till the date when the minor Unitholder attains the age of majority, even though the instructions may be for a period beyond that date.

### **Change in Guardian**

In case of change in legal guardian of a minor Unitholder, either due to mutual consent or demise of existing guardian, the following documents are required to be submitted:

- i. Request letter from the new guardian;
- ii. No Objection Letter (NoC) or Consent Letter from existing guardian or Court Order for new guardian, in case the existing guardian is not alive.
- iii. Notarized or attested copy of the Death Certificate of the deceased guardian, where applicable. (Attested by a special executive magistrate, AMC authorised official or manager of a scheduled bank).
- iv. Supporting documents evidencing the relationship of new Guardian with the Minor Unit holder.

- v. 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.
- vi. KYC of the new guardian as per current norms.
- vii. FATCA, CRS and Additional KYC Details and Declaration Form.

#### **44. Modes of payout**

The AMC may use instruments or payment channels such as NEFT / RTGS / Direct Credit / ACH Credit, etc. ('Electronic Payout') or any other mode allowed by Reserve Bank of India from time to time, for payments including refunds to unitholders in addition to the cheque, demand draft or IDCW warrants. Further, AMC may also use modes of despatch such as speed post, courier etc. for payments including refunds to unitholders in addition to the registered post with acknowledgment due.

Electronic payout are facilities offered by RBI, for facilitating better customer service by direct credit of IDCW / redemption to an investor's bank account through electronic credit. This helps in avoiding loss of IDCW / redemption warrant in transit or fraudulent encashment. To facilitate the above electronic credits and minimise errors, the AMC may validate the investors' Bank Account numbers with the respective banks and / or populate necessary IFSC / MICR codes through publicly available sources or through its banks.

#### **45. Modes of Payment:**

##### **For NRIs, FPIs and Foreign Investors**

**On repatriation basis:** FPIs may pay their subscription amounts either by way of inward remittance through normal banking channels or out of funds held in Foreign Currency Account or Non-resident Rupee Account maintained by the FPI with a designated branch of an authorized dealer with the approval of the RBI subject to the terms and conditions set out in the aforesaid notification. In case Indian rupee drafts are purchased abroad or from Foreign Currency Accounts or Non-resident Rupee Accounts an account debit certificate from the Bank issuing the draft confirming the debit shall also be enclosed.

In case of NRIs and persons of Indian origin residing abroad, payment may be made by way of Indian Rupee drafts purchased abroad and payable at the collecting bank branch locations of Collecting Bankers and/or any other bank or by the way of cheques drawn on Non-Resident (External) (NRE) Accounts payable at designated Collection Centres of the Collecting Bankers and/or any other bank collection centre or at specified AMC branches.

All cheques/drafts should be made out in favour of the Scheme name as provided in the Scheme Information Documents (SID) of respective schemes – NRI /FII A/C" and crossed "Account Payee Only". In case Indian Rupee drafts are purchased abroad or from FCNR/NRE A/c. an account debit certificate from the Bank issuing the draft confirming the debit shall also be enclosed.

**On Non – Repatriation basis:** In case of NRIs /Persons of Indian origin seeking to apply for Units on a non-repatriation basis, payments may be made by cheques/demand drafts drawn out of Non-Resident Ordinary (NRO) accounts/ Non-Resident Special Rupee (NRSR)

accounts and Non-Resident Non- Repatriable (NRNR) accounts payable at the location where the Application Form is accepted and/or branch of designated bank(s).

#### **For Resident Investors:**

Investors may make payments for subscription to the Units of the Scheme by local cheque/bank draft, drawn on any bank branch or RTGS/fund transfer in favour of MF Collection account. Cheques/demand drafts should be drawn in favour of “Samco <Scheme name>” as provided in the Scheme Information Document (SID) of respective schemes and must be crossed “Account Payee Only”.

The cheque/demand draft should be payable at the Centre where the application is lodged. The cheque/demand draft should be drawn on any Bank which is situated at and is a member/sub-member of the Bankers’ Clearing House. Cheques/demand drafts drawn on a Bank not participating in the Clearing House will not be accepted.

Payments by Stock invest/out-station and/or post-dated cheques will not be accepted. However, the AMC may, at its sole discretion allow post-dated cheques for SIP transactions. Investors may please note that in case any application is made through Demand Draft, Demand Draft charges will not be reimbursed by the AMC. The Demand Draft charges shall be borne by investors.

#### **For Payment of SIP:**

In case of SIP transaction where, the mode of payment is through Standing Instructions/ Direct Debit facility or NACH, investors are not required to do an initial purchase transaction for the minimum amount as applicable. However, investors are required to submit SIP request at least 15 days prior to the date of first instalment. Investors shall be required to submit a cancelled cheque or a photocopy of a cheque of the bank account for which the debit mandate is provided. SIP facility shall be available on any date of the month for SIP registrations. In case the date chosen for SIP falls on a Non-Business Day or on a date which is not available in a particular month, the SIP will be processed on the immediate next Business Day. In addition, investors are requested to peruse and understand the instructions mentioned on specific application forms and scheme specific Scheme Information Documents.

#### **Facility of National Automated Clearing House (NACH) Platform in Systematic Investment Plan (SIP):**

In addition to existing facility available for payments through Direct Debits/Standing Instructions for investments in SIP, the NACH facility can also be used to make payment of SIP instalments. Under the Choti SIP facility the investor shall make the payment only through NACH and UPI Auto Pay.

#### **46. Restriction on acceptance of Third-Party Payments/Instruments**

“Third Party Payment Instrument” means payment made through an instrument issued from a bank account other than that of the first named applicant/investor mentioned in the application form. In case of payment instruments issued from a joint bank account, the first

named applicant/ investor must be one of the joint holders of the bank account from which the payment instrument is issued to consider the payment as a non- Third Party Payment.

The AMC/ Fund, shall not accept applications for subscriptions of units accompanied with Third Party Payment instruments except in cases as enumerated below:

- Payment made by an Employer on behalf of employee under SIP or lumpsum / one time subscription, through payroll deductions or deductions out of expense reimbursements.
- Custodian making investment on behalf of an FPI or a Client.
- Payment by a Corporate to its Agent/Distributor/Dealer (similar arrangement with Principal agent relationship), on account of commission or incentive payable for sale of its goods/services, in the form of the Mutual Fund Units through SIP or lump sum/one-time subscription.
- Payment by AMC to a Distributor empanelled with it on account of commission / incentive etc. in the form of mutual fund Units of the funds managed by the AMC through SIPs or lumpsum investment.
- Any other cases as may be permitted by SEBI/AMFI from time to time.

Applications submitted through the above mentioned ‘exceptional cases’ are required to comply with the following, without which applications for subscriptions for units will be rejected/not processed/refunded.

- (I) Mandatory KYC of investors (parent/guardian in case of minor) and person making the payment.
- (II) Submission of a complete and valid ‘Third Party Payment Declaration Form’ from the investors (parent/guardian in case of minor) and the person making the payment. The said form shall be available on the Fund’s website and at Investor Service Centres (ISCs).
- (III) Verifying the source of funds to ensure that funds have come from the drawer’s account only.

The Mutual Fund shall adopt the following procedures to ascertain whether payments are third party payments and investors are therefore required to comply with the requirements specified herein below:

#### **i) Source of Funds – if paid by Cheque**

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

Identification of third party cheques by the AMC / RTA will be on the basis of either matching of pay-in bank accounts details with the pay-out bank account details, or by matching the bank account number, name of the first applicant with the name and, account number available on the cheque or by matching the signature of the Unit holder as on the investment application against the signature on the payment instrument. For all such cases,

where the name is not pre-printed on the cheque, then the first named applicant / investor should submit a self - attested copy of the bank passbook containing the name of the unit holder and the bank account number. The documents should be either in original or copy to be submitted along with original produced for verification.

**ii) Source of Funds – if funded by pre-funded instruments such as Demand Draft / Pay Order / Banker's Cheque etc.**

In case of subscriptions received through these pre-funded instruments, such instruments should be accompanied with a certificate from the issuing banker (containing bank seal and name and employee number of issuing officials), stating the account holder's name and the account number which has been debited for issue of the instrument.

**iii) Source of funds - if paid by a pre-funded instrument issued by the Bank against Cash**

Subscription received through a pre-funded instrument procured against cash shall only be accepted for investments below Rs. 50,000/. Investor is required to provide a certificate from Banker stating the name, address and PAN of the person requisitioning such pre-funded instruments.

Declaration obtained from the banker, if any in a different format will be subject to rejection if the required details are not captured.

**iv) Source of Funds - if paid by RTGS, Bank Account-to-Account Transfer, NEFT, ECS, etc.**

A copy of the instruction to the bank stating the account number debited must accompany the purchase application. The account number mentioned on the transfer instruction copy should be a registered bank account or the first named applicant / investor should be one of the account holders to the bank account debited for such electronic transfer of funds.

Any other method of payment allowed by the Fund will also be covered under these provisions. All the above mentioned documents, to the extent applicable, are required to be provided along with the application form. In case the application for subscription is not in accordance with the above provisions, the AMC reserves the right to reject / not process the application and refund the subscription amount without interest.

### **Cash Investments in mutual funds**

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

1. Compliance with Prevention of Money Laundering Act,2002 and Rules framed there under; the SEBI Circular(s)on Anti Money Laundering (AML) and other applicable Anti Money Laundering Rules, Regulations and Guidelines; and
2. Sufficient systems and procedures in place.

However, payment towards redemptions, IDCW, etc. with respect to aforementioned investments shall be paid only through banking channel. The Fund/AMC is currently in the process of setting up appropriate systems and procedures for the said purpose. Appropriate notice shall be displayed on its website viz. as well as at the Investor Service Centres, once the facility is made available to the investors.

**Note: Samco Mutual Fund does not accept investments in cash at present.**

#### **47. Change in Static Information**

Investors, for whom the KYC process has been previously completed, should submit their request for change in static information, viz. Name, PAN, DOB, Address, Email address to any of the Point of Services (PoS) appointed by CDSL Ventures Ltd / Intermediary through whom the uniform KYC was recorded. Investors, who have not complied with the KYC requirement, may submit their request for change in static information to the AMC's Registrar. Other information such as bank account details, dividend sub option etc. may be changed by Unit Holders by submitting a written request to the Registrar. Such changes will be effected within 5 Business Days of the valid signed request reaching the processing centre of the Registrar, and any interim financial transactions like purchase, redemption, switch, payment of IDCW etc. will be effected with the previously registered details only.

Investors are advised to update their static details immediately on occurrence of change. Please note that, if any change in static information is submitted along with a financial transaction in the same request, such change shall not be processed and the financial transaction shall get processed with the previously registered details. Unit Holders are therefore advised to provide requests for change in static information separately and not along with financial transactions. Investors transacting through the stock exchange mechanism should approach their respective DP for non-financial requests / applications such as change of address, change of bank, etc.

Any change in Income Distribution cum capital withdrawal (IDCW) sub option due to additional investment or Unit Holder request will be applicable to the entire Units in the IDCW option of the scheme / plan concerned.

Any decision of Samco AMC about the eligibility or otherwise of a person to transact under the scheme shall be final and binding on the applicant. Samco AMC shall have the right to accept and/or to reject/compulsorily redeem the transaction at its sole discretion.

#### **48. Transactions through MFU Platform:**

The AMC has entered into an Agreement with MF Utilities India Private Limited (MFUI), for usage of MF Utility (MFU) - a shared services initiative of various Asset Management Companies, which acts as a transaction aggregator for transacting in multiple Schemes of various Mutual Funds with a single form and a single payment instrument.

Accordingly, all the authorized Point of Service (POS) and website/mobile application of MFUI (as updated from time to time) are considered as 'official points of acceptance' for all financial and non-financial transactions pertaining to Scheme(s) of Samco Mutual Fund

either physically or electronically. The list of POS of MFUI published on the website of MFUI at [www.mfuindia.com](http://www.mfuindia.com) as may be updated from time to time will be considered as Official Point of Acceptance for transactions (OPAT) in the Scheme(s) of the Fund.

The applicability of NAV shall be based on time stamping as evidenced by confirmation slip given by POS of MFUI and also the realisation of funds in the Bank account of Samco Mutual Fund (and not at the time of realization of funds in the bank account of MFUI) within the applicable cut-off time. The Uniform cut-off time as prescribed by SEBI and as mentioned in the SID / KIM of respective schemes shall be applicable for applications received on the portal of MFUI. However, investors should note that transactions through MFUI shall be subject to the eligibility of the investors, any terms & conditions as stipulated by MFUI / the Fund/ the AMC from time to time and any law for the time being in force.

Investors are requested to note that, MFUI will allot a Common Account Number (CAN), a single reference number for all investments in the Mutual Fund industry, for transacting in multiple schemes of various Mutual Funds through MFU and to map existing folios, if any. Investors can create a CAN by submitting the CAN Registration Form (CRF) and necessary documents at the authorised MFUI Points of Service (POS). The AMC and /or its Registrar and Transfer Agent (RTA) shall provide necessary details to MFUI as may be needed for providing the required services to investors/distributors through MFU. Investors are requested to visit the websites of MFUI i.e. [www.mfuindia.com](http://www.mfuindia.com) to download the relevant forms. Investors transacting through MFU shall be deemed to have consented to exchange of information viz. personal and/or financial (including the changes, if any) between the Fund /the AMC and MFUI and/or its authorized service providers for validation and processing of transactions carried out through MFU.

For any queries or clarifications related to MFU, please contact the Customer Care of +91 22 6134 4316 (during the business hours on all days except Sunday and Public Holidays).

#### **49. Facilities:**

The Fund reserves the right to amend or terminate or introduce special facilities in any of the Scheme(s) of Samco Mutual Fund. Such facilities for the time being include Systematic Investment Plan, Systematic Withdrawal Plan, Systematic Transfer Plan and any such facility/plan that may be introduced in the future. Applicants are requested to indicate the plan/option/sub option i.e. IDCW or Growth, Payout or Reinvestment etc. clearly in the Application Form.

#### **Systematic Investment Plan (SIP):**

Investors are given an additional facility of Systematic Investment Plan (SIP) in the Scheme(s) of Samco Mutual Fund. Thus, by investing a fixed amount at regular interval, Unit holders can take advantage of the benefits of Rupee Cost Averaging. Investors will have the right to discontinue the SIP at any time, if they so desire.

Particulars	Frequency Available				
	Daily	Weekly	Monthly	Quarterly	Half yearly
<b>SIP Transaction date</b>	All business days	Monday to Friday		Any date other than 29th, 30th or 31st of a month	

<b>Minimum no of installments and minimum amount of installment*</b>	24 installments of Rs. 250/- and upto Rs. 1000/- each and in multiples of Rs. 1 thereafter or 6 Installments of Rs.1000/- and above each and in multiples of Rs. 1 thereafter	24 Installments of Rs. 250/- each and in multiples of Rs.1 thereafter or 6 installments of Rs.1000/- each and in multiples of Rs. 1 thereafter	12 installments of Rs. 250/- upto Rs.1000/- each and in multiples of Rs. 1 thereafter or 6 installments of Rs.1000/- each and in multiples of Rs. 1 thereafter	4 installments of Rs. 1,500/- each and in multiples of Rs. 1 thereafter	2 installments of Rs. 3,000/- each and in multiples of Rs. 1 thereafter
<b>Mode of Payment</b>	a. Electronic Clearing Service (ECS) b. Post Dated Cheques (PDCs) c. National Automated Clearing House (NACH)				

\*Minimum application amount is not applicable to SIP Transaction and for scheme Samco ELSS Tax Saver Fund, minimum amount of Rs. 500/- and in multiple of Rs. 500/-

\*\*In case the date chosen for SIP falls on a Non Business Day or on a date which is not available in a particular month, the SIP will be processed on the immediate next Business Day.

### SIP through National Automated Clearing House (NACH)

**NACH:** The unit holders can also make payment of SIP installments through NACH facility. NACH is a centralized system, launched by National Payments Corporation of India (NPCI) with an aim to consolidate multiple NACH mandates. This facility will enable the unit holders of the Fund to make SIP investments through NACH by filling up the SIP Registration cum mandate form. A Unique number will be allotted to every mandate registered under NACH called as Unique Mandate Reference Number (“UMRN”) which can be used for SIP transactions. The NACH facility shall be available subject to terms and conditions contained in the SIP registration Mandate Form and as prescribed by NPCI from time to time.

- All SIP cheques/payment instructions should be of the same amount and same date (excluding first cheque). However, there should be a gap of 30 days between first SIP Installment and the second installment in case of SIP started during ongoing offer.
- Investors will have the right to discontinue the SIP facility at any time by sending a written request to any of the Official Point(s) of Acceptance. Notice of such discontinuance should be received at least 2 working days prior to the due date of the next debit. On receipt of such request, the SIP facility will be terminated.

- It is clarified that if the Fund fails to get the proceeds from three Installments out of a continuous series of Installments submitted at the time of initiating a SIP, the SIP is deemed as discontinued.
- Units will be allotted at the Applicable NAV on SIP installment realisation on basis on which investments are sought to be made.
- In case the date falls on a non-business day, the immediate next Business Day will be considered for this purpose.
- In case the fund realized on non-business day of the scheme, the immediate next Business Day will be considered for this purpose.
- An extension of an existing SIP will be treated as a new SIP on the date of such application, and all the above conditions need to be met with.
- The Load structure prevailing at the time installment of the SIP will apply for all the Installments indicated in such application.
- The AMC has the authority to make available SIP by way of a salary savings scheme for a group of employees through an arrangement with their employers.
- For applicable Load on Purchases through SIP, please refer paragraph ‘Load Structure’ given in this document.
- The AMC reserves the right to change / modify Load structure and other terms and conditions under the SIP prospectively at a future date. Please refer to the SIP Enrolment Form for terms & conditions before enrolment.

#### **Purchase/Redemption of units through Stock Exchange Infrastructure:**

Investors can subscribe to the Units of Samco Mutual Fund through the mutual fund trading platforms of the Bombay Stock Exchange (“BSE”) and National Stock Exchange (“NSE”) – with NSDL and CDSL as depositories for such units of the mutual fund.

NSE has introduced Mutual Fund Service System (MFSS) Platform and BSE has introduced BSE StAR MF Platform (Stock Exchange Platform).

The following are the salient features of the MFSS / BSE StAR MF Platform:

1. The facility i.e. purchase/redemption/SIP (Systematic Investment Plan) is available for both existing and new investors.
2. The Investors will be able to purchase/redeem units of the scheme. Further, facility to switch units shall be provided if are available on the platform.
3. The facility can be availed by both, investors under Direct Plan offered by the schemes and investors investing through Distributors under the Regular Plan offered by the schemes.

The following shall be the additional Official Point of Acceptance of Transactions for the Scheme:

All trading members of BSE & NSE who are registered with AMFI as Mutual Fund Distributor and also registered with BSE or NSE as Participants ("AMFI registered stock exchange brokers") will be eligible to offer this facility to investors and shall be treated as Official Point of Acceptance.

Units of mutual fund schemes shall be permitted to be transacted through clearing members of the registered Stock Exchanges. Further, the Depository Participants of registered Depositories are permitted to process only redemption request of units held in demat form.

Clearing members and Depository participants will be considered as Official Points of Acceptance of Samco Mutual Fund and conditions stipulated in SEBI circular no. SEBI/IMD/CIR No.11/183204/2009 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.

4. The units of the Scheme are not listed on BSE & NSE and the same cannot be traded on the Stock Exchange. The window for purchase/redemption of units on stock exchange Platform will be available between 9 a.m. and 3 p.m. or such other timings as may be decided.

5. Investors will be able to purchase/redeem units in the Scheme in the following manner:

(i) Investors shall receive redemption amount (if units are redeemed) and units (if units are purchased) through clearing member's pool account. Samco Asset Management Private Limited (the "AMC")/Samco Mutual Fund (the "Mutual Fund") shall pay proceeds to the clearing member (in case of redemption) and broker/clearing member / directly investor bank account in turn to the respective investor and similarly units shall be credited by the AMC/ Mutual Fund into clearing member's pool account (in case of purchase) and broker/clearing member in turn shall credit the units to the respective investor's demat account.

(ii) In case of transaction through distributors using exchange platform, the distributor shall not handle pay-out and pay in of funds as well as units on behalf of investor. The pay-in such cases will be directly received by recognised clearing corporation and pay-out will be directly made to investor account. In the same manner, units shall be credited and debited directly from the demat account of investors.

6. Applications for purchase/redemption of units which are incomplete /invalid are liable to be rejected.

7. For all the transactions done through these platforms, separate Folio. No. shall be allotted to the existing and the new investors. The bank a/c number, address, nomination details etc. shall be the same as per the Demat account of the investor. In case of non-financial requests/applications such as change of address, change of bank details, etc. for units held in demat mode investors should approach the respective Depository Participant(s) and OPAT of AMC for units held in physical mode.

8. Investors will have to comply with Know Your Customer (KYC) norms as prescribed by BSE/NSE/CDSL/ NSDL and Samco Mutual Fund to participate in this facility.

9. Investors should get in touch with Investor Service Centres (ISCs) of Samco Mutual Fund for further details.

**Transaction through Stock Exchange Infrastructure using services of Distributor/ SEBI Registered Investment Advisor:**

SEBI Master Circular no. SEBI/HO/IMD/IMD-PoD-1/P/ CIR/2023/74 dated June 27, 2024, has permitted Mutual Fund Distributors (“MF Distributors”) and SEBI Registered Investment Advisors (“RIAs”) to use recognized Stock Exchange infrastructure to purchase/redeem units directly from Mutual Fund/AMC on behalf of their clients.

MF Distributor registered with AMFI or RIAs, will be eligible to use NMF-II platform of NSE (in addition to other intermediaries) and / or of BSE StAR MF platform to purchase and redeem units of schemes of the Fund.

In addition to the guidelines specified for transacting through MFSS/BSE StAR MF Platform above, following guidelines shall be applicable for transactions executed through MF Distributors/ RIAs on NMF-II / BSE StAR MF Platform:

1. MF distributors/RIAs shall not handle pay out/pay in of funds as well as units on behalf of investor. Pay in will be directly received by recognized clearing corporation and payout will be directly made to investor account. In the same manner, units shall be credited and debited directly from the demat account of investors.
2. Transactions only in physical (non-demutual) transactions will be permitted through NMF-II / BSE StAR MF Platform.

The facility of transacting in mutual fund schemes through stock exchange infrastructure is available subject to such operating guidelines, terms and conditions as may be prescribed by the respective Stock Exchanges from time to time.

**MICRO SYSTEMATIC INVESTMENT PLAN**

Systematic Investment Plans (SIPs) where aggregate of installments in a year does not exceed ₹ 50,000/- (per year per investor).

The Unit holders will have the facility of Micro SIP under the current SIP facility. The key features of the facility are as under:

1. Minimum amount per SIP installment is ₹ 500/- and in multiples of Re. 1 thereafter.
2. Where the Mutual Fund fails to get the proceeds from three Installments out of a continuous series of Installments submitted at the time of initiating a SIP, the SIP may be discontinued by the AMC.
3. All other features / guidelines of Systematic Investment Plan with reference to Standing Instruction / Direct Debit will be equally applicable for a Micro SIP.

Investors with PAN are not eligible for simplified KYC procedure for Micro SIP investments - details of which have been provided in the Statement of Additional Information.

## SYSTEMATIC INVESTMENT PLAN (SIP) SWITCH FACILITY

Unit holders having registered SIP in the specified scheme(s) of the Fund can use SIP Switch Facility to terminate SIP in the existing scheme and initiate SIP in another specified scheme (as and when new scheme launched). SIP Switch Facility shall be available to unit holders under all open-ended schemes of the Fund.

### The terms and conditions of SIP Switch Facility are as below:

1. SIP Switch Facility can be availed by unit holders only after completion of minimum installments specified for SIP registration in the Switch-out (existing) scheme.
2. SIP Switch Facility will be considered as termination of SIP in Switch-out scheme and subscription of SIP in Switch-in scheme.
3. SIP in Switch-in scheme will be subject to the terms of offering specified in the SID of Switch-in scheme.
4. SIP registration end date should ensure compliance of minimum SIP installments prescribed in Switch-in scheme.
5. SIP Switch Facility is available for changing SIP investment mandate from one scheme to another specified scheme. The same is also available for switch between Plans/Options offered under same scheme. Further, the amount of installment, date and frequency of SIP and SIP end date of Switch-out scheme shall remain same under Switch-in scheme.
6. The allotment of units of Switch-in scheme shall be in the same folio.
7. SIP Switch Facility is not available for SIP subscribed with post-dated cheques.
8. Investors will have the option of changing the distributor code from direct to regular/regular to direct.
9. Unit holder must submit request for SIP Switch at least 21 days before the SIP due date.

## SYSTEMATIC INVESTMENT PLAN (SIP) TOP-UP FACILITY

- a. Investors can opt for SIP TOP UP facility with Fixed Top Up option or Variable Top Up option, wherein the amount of the SIP can be increased at fixed intervals. In case the investor opts for both options, the Variable Top Up option shall be triggered.
- b. The minimum amount for Fixed TOP UP shall be ₹ 100 and in multiple of ₹ 1/- thereof.
- c. Variable TOP UP would be available in at 10%, 15% and 20% and such other denominations (over and above 10%, 15% and 20%) as opted by the investor in multiples of 5%.
- d. The frequency is fixed at Yearly and Half Yearly basis. In case the TOP UP facility is not opted by ticking the appropriate box and frequency is not selected, the TOP UP facility may not be registered.
- e. In case of Quarterly SIP, only the Yearly frequency is available under SIP TOP UP.

f. SIP Top-Up facility shall also be available for the existing investors who have already registered for SIP facility without Top-Up option.

**Top-Up Cap amount or Top-Up Cap month-year:**

**Top-Up Cap amount:** Investor has an option to freeze the SIP Top-Up amount once it reaches a fixed predefined amount. The fixed pre-defined amount should be same as the maximum amount mentioned by the investor in the bank mandate. In case of difference between the Cap amount & the maximum amount mentioned on Bank mandate, then amount which is lower of the two amounts shall be considered as the default amount of SIP Cap amount.

**Top-Up Cap month-year:** It is the date from which SIP Top-Up amount will cease and last SIP installment including Top-Up amount will remain constant from Cap date till the end of SIP tenure. Investor shall have flexibility to choose either Top-Up Cap amount or Top-Up Cap month- year. In case of multiple selection, Top-Up Cap amount will be considered as default selection.

Top-Up Cap is applicable for Fixed Top Up option as well as Variable Top Up option.

All the investors of the fund availing the facility under SIP Variable Top - Up feature are hereby requested to select either Top - Up Cap amount or Top - Up Cap month - year. In case of no selection, the SIP Variable Top - Up amount will be capped at a default amount of ₹ 10 Lakhs.

Under the said facility, SIP amount will remain constant from Top - Up Cap date/ amount till the end of SIP Tenure.

**SYSTEMATIC TRANSFER PLAN**

Systematic Transfer Plan by investing a lumpsum amount in one scheme of the Fund and providing a standing instruction to transfer sums at following intervals into any other scheme (as may be permitted by the Scheme Information Document of the respective schemes) of the Fund.

STP Frequency	Cycle Date	Minimum Amount* (in ₹)	Minimum Installment
Daily	Monday To Friday	1,000/- and in multiple of ₹ 1/-	12
Weekly	Monday to Friday (Any day)	1,000/- and in multiple of ₹ 1/-	6
Fortnightly	Alternate Wednesday	1,000/- and in multiple of ₹ 1/-	6
Monthly	1st 7th 10th 15th or 25th	1,000/- and in multiple of ₹ 1/-	6
Quarterly	1st 7th 10th 15th or 25th	3,000/- and in multiple of ₹ 1/-	2

In case Day of Transfer has not been indicated under Weekly frequencies, Wednesday shall be treated as Default Day. Further, in case of Monthly and Quarterly Frequency, if the STP date

and Frequency has not been indicated, Monthly frequency shall be treated as Default frequency and 10th shall be treated as Default Date.

A minimum period of 15 days shall be required for registration under STP.

Units will be allotted/redeemed at the applicable NAV of the respective dates of the Scheme on which such investments/withdrawals are sought from the Scheme.

The requests for discontinuation of STP shall be subject to an advance notice of 15 days before the next due date for STP and it will terminate automatically if all Units are liquidated or withdrawn from the account or upon the Funds' receipt of notification of death or incapacity of the Unit holder.

The AMC reserves the right to introduce STPs at any other frequencies or on any other dates as the AMC may feel appropriate from time to time. In the event that such a day is a Holiday, the transfer would be affected on the next Business Day.

Further, in case of a last STP, where the balance amount is less than the STP amount, the entire amount will be transferred to the transferee scheme.

For further details/clarifications investors may contact the distributor(s) or the ISCs of the AMC.

### **TIMER SYSTEMATIC TRANSFER PLAN (“TSTP”)**

Timer STP is a facility wherein an investor under the specified schemes ('Source Schemes') can opt to transfer variable amount, on the predetermined dates to any open-ended equity Scheme(s) ('Target Scheme') at defined intervals.

The Unitholder would be required to provide a Base Installment Amount that is intended to be transferred to the Target Scheme. The variable amount(s) or actual amount(s) of transfer to the Target Scheme will be linked to the Equity Margin of Safety Index (EMOSI) as computed by the AMC on the date of respective transfer.

Equity Margin of Safety Index (EMOSI) levels computed by the AMC is a proprietary model of Samco Asset Management Pvt Limited (the AMC). The EMOSI is derived by assigning different weights such as Price to Earnings (PE), G-sec yields, moving average divergences and / or other fundamental and technical factors as may be determined by the AMC from time to time. Details of EMOSI are mentioned in the Terms & Conditions of Timer STP.

The key features of this Facility are as follows:

**i. Eligibility Criteria for TSTP:** An investor must maintain minimum balance/ investment of Rs. 25,000/- in the opted source scheme at the time of registration of TSTP. If such minimum balance/investment is not available and the TSTP registration request will be liable to be rejected.

**ii. Frequency of TSTP:** The investors have option of Weekly, Monthly and Quarterly frequency for transfer of funds from the eligible source schemes to eligible target schemes.

The dates available for the transfer under TSTP would be:

**For Weekly Frequency:** Transfer can be made on ‘Any Day’ of the week. In case the TSTP day is not indicated, the default day will be every “Monday”.

**For Monthly & Quarterly Frequency:** Investor can select any date of each Month & Quarter (other than 29,30,31). In case the date is not indicated, the default date will be 10th of every month.

**For Quarterly Frequency:** Transfer can be made on ‘Any Date’ of the quarter. In case the TSTP date is not indicated, the default date will be 10th of every quarter. TSTP will be processed after expiry of the 7 working days or opted date which ever earlier. For example, an investor who opted for quarterly TSTP commencing February in a calendar year, will have the following cycle for TSTP installments – February, May, August and November.

In case investor fails to mention frequency or opted multiple frequencies / date, default option would be “Monthly” and the default date will be 10th.

**iii. Base Instalment amount:** The Investor would required to provide a base installment amount that is intended to be transferred to the Target Scheme. At presently minimum base instalment amount for timer STP is Rs 1,000/- in multiple of Re.1/-.

**iv. Tenure:** Investors may choose (1) Target Amount or (2) No of installments or (3) End date in the form. If this information is not provided / incomplete, the TSTP will be registered by default till 31-Dec-2099.

**v. Minimum no of Instalments** -Minimum number of installments in all frequencies will be 12.

**vi. Transfer of Balance:** If the outstanding balance in the source scheme in investor’s folio is less than the amount to be transferred on the date of TSTP, the amount so transferred will be restricted to the balance available.

**vii. Minimum investment in target scheme:** The provision of ‘Minimum redemption amount’ specified in the Scheme Information Document of source scheme and ‘Minimum application amount’ specified in the Scheme Information Document of the target scheme(s) will not be applicable for TSTP.

**viii. Range:** The amount of transfer to the Target Scheme shall be in the range of 0.01x to 6x as per the multiplier selected which shall be based on the latest Equity Margin of Safety Index (EMOSI) levels which is a proprietary model of Samco Asset Management Pvt Limited (the AMC). However, in any case the TSTP instalment amount will not exceed 6x of the base instalment amount. Further, in case the base computation amount is less than Rs. 100, then the installment will be considered as Rs. 100 and arrived amount is in decimals will be rounding off in nearest rupee.

**ix. Restrictions:** This Facility shall be applicable subject to payment of exit load, if any of the source scheme. Further, the facility will not get executed in case the units are pledged or where lien is marked on units, or if units are within the applicable statutory lock period, if any, at the time of receipt of request.

**x. Applicable EMOSI value:** TSTP transactions will be executed based on latest / previous day EMOSI value available. This facility should not be associated or confused with Systematic Transfer Plan.

### SYSTEMATIC WITHDRAWAL PLAN (SWP)

Existing Unit holders have the benefit of availing the choice of SWP on pre-specified dates. The SWP allows the Unit holder to withdraw a specified sum of money each month/quarter / Half yearly and Yearly from his investments in the Scheme.

The amount thus withdrawn by redemption will be converted into Units at Applicable NAV based prices and the number of Units so arrived at will be subtracted from the Units balance to the credit of that Unit holder.

Unit holders may start the facility/change the amount of withdrawals or the period of withdrawals by giving a 15 days prior written intimation/notice. The SWP may be terminated by a Unit holder by giving 15 days prior written intimation/notice and it will terminate automatically if all the Units are liquidated or withdrawn from the account or the holdings fall below the SWP installment amount.

There are four options available under SWP viz. Monthly option, quarterly option, Half Yearly and Yearly option. The details of which are given below:

	Monthly Option	Quarterly Option	Half yearly Option	Yearly Option
<b>Minimum value of SWP</b>	<b>₹ 1,000/-</b>			
<b>Additional amount in multiples of</b>	<b>₹ 1</b>			
<b>Dates of SWP installment</b>	<b>1/5/10/15/25</b>			
<b>Minimum No. of SWP</b>	<b>Six</b>	<b>Four</b>	<b>Four</b>	<b>Two</b>

\* In the event that such a day is a non-business day, the withdrawals would be affected on the next business day.

Exit Load, if any, is applicable to SWP, the day of installment processed shall be applicable for computing exit load.

The AMC reserves the right to accept SWP applications of different amounts, dates and frequency.

Unit holders can enroll themselves for the facility by submitting the duly completed Systematic Withdrawal enrolment Form at any of the Investor Service Centres (ISCs)/Official Points of Acceptance (OPAs). The AMC / Trustee reserves the right to change / modify the terms and conditions under the SWP prospectively at a future date.

### SWITCHING OPTIONS

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

Unit holders under the Scheme have the option to Switch part or all of their Unit holdings in the Scheme to any other scheme offered by the Mutual Fund from time to time. The Mutual

Fund also provides the Investors the flexibility to Switch their investments from any other scheme(s) / plan (s) offered by the Mutual Fund to this Scheme. This option will be useful to Unit holders who wish to alter the allocation of their investment among the scheme(s) / plan(s) of the Mutual Fund in order to meet their changed investment needs.

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

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

Unit holders under the Scheme have the option to Switch their Unit holding from one plan to another plan (i.e. Regular to Direct). The Switches would be done at the Applicable NAV based prices and the difference between the NAVs of the two plans will be reflected in the number of Units allotted.

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

### **(c) Auto Switch Facility**

Under this facility, an existing Investor who has applied for Auto Switch facility, the specified units from the Transferor Scheme will be automatically switched out from the Transferor Scheme at the closing applicable NAV as on the last date of the New Fund Offer (NFO) period and that the units in NFO Scheme will be allotted at the NFO Price on the allotment date. The features, terms, and conditions for availing the facility are as follows:

- (i) This Auto Switch Facility can be used only by existing Unit holders having investments in specified schemes of Samco Mutual Fund to switch their units.
- (ii) The price at which the units will be switched-out will be based on the redemption price of the scheme from which switch-out is done and the proceeds will be invested into the scheme at the NFO Price.
- (iii) A switch has the effect of redemption from one scheme/ plan/option and a purchase in the other scheme/plan/ option to which the switching has been done and accordingly the exit load shall be applicable, if any.
- (iv) The units from the Specified Transferor Scheme will be switched, subject to provisions mentioned in the Scheme Information Document of the Transferor Scheme.
- (v) Unit holders are required to maintain clear balance in accordance with amount specified in the Auto Switch Application Form on the execution date. In case of insufficient balance in the account/folio, the application for Auto Switch will be rejected.
- (vii) This facility will not be available for units which are under any Lien/Pledged or any lock-in period.

## CHOTI SIP FACILITY

In accordance with SEBI letter no. SEBI/HO/IMD/PoD-1/OW/P/2025/5586/1 dated February 20, 2025, “**Choti SIP Facility**” has been introduced in all schemes of the Fund (except for Debt Schemes, Sectoral & Thematic Schemes, Small cap, Midcap & ELSS Schemes under Equity Scheme category).

### **Key Features of the Choti SIP Facility:**

- **SIP Ticket Size:** Investors can opt for the Choti SIP with an investment of INR 250/- per SIP, subject to a maximum of three SIPs (one in each of up to three Asset Management Companies).
- **Eligibility Criteria:**
  - The Choti SIP facility is only available to investors who do not have any existing investments in Mutual Fund schemes or SIPs (except Choti SIP) or lumpsum investments across any Mutual Fund.
  - If an investor holds any such other investments, they will not be eligible for Choti SIP, and their SIP will be processed as a regular SIP.
- **Investment Option:** Choti SIP will be available only under the Growth option of the eligible schemes, with a monthly frequency.
- **SIP Installments:** SIP to be registered for 60 installments at the time of registration. Early withdrawals are allowed but exit loads will be applicable as per the respective Scheme Information Document (SID) of the eligible schemes.
- **Payment Modes:** Currently, the available modes of payment for Choti SIP will be restricted to NACH and UPI Auto Pay only.

All other terms and conditions of the regular SIP facility will apply mutatis mutandis to the Choti SIP facility.

## ONLINE SCHEDULED TRANSACTION (OST) FACILITY

This OST facility enables Unitholders of Samco Arbitrage Fund to schedule subscriptions, redemption both as a part of single transactions for a specified date and amount/units by providing instructions online, using an OTM (One-Time Mandate) or an equivalent mandate registration process. Designed as a user-friendly, digital-first feature, the OST facility enhances investor convenience while aligning with operational efficiency.

The terms and conditions of the OST facility shall be as under:

- The OST facility is available to the Unitholders to subscribe to Samco Arbitrage Fund (“**Source Scheme**”) whereby investors can schedule redemption and invest the units into any other schemes of Samco Mutual Fund (“**Target Scheme**”).
- Currently, the Target Scheme include Samco Active Momentum Fund, Samco Large Cap Fund and Samco Multi Asset Allocation Fund. The AMC reserves the right to expand the list of Target Scheme at its discretion.
- Under the Facility the transaction can be scheduled to be executed on a specified date which shall be within 60 calendar days from the date of the instruction. Such specified date shall be a business day. In case the scheduled transaction date falls on a non-business day, the transaction will be executed on the immediately following business day.
- The OST Facility is available exclusively to individual investors (including sole

proprietors) who hold units in physical mode.

- The facility is currently available on the official website of Samco Mutual Fund – [www.samcomf.com](http://www.samcomf.com). The Fund may extend the facility to other platforms from time to time, at its discretion.
- All valid OST requests would be processed after successful completion of OTM (One-Time Mandate) registration process. The OST transaction will be treated as a redemption from the Source Scheme (Samco Arbitrage Fund), and a subscription into the Target Scheme.
- The Scheduled transactions can be cancelled with valid instructions submitted at least two calendar day prior to the scheduled execution date.
- Transactions triggered on the scheduled date will be executed at the applicable NAV of the relevant scheme.
- The scheduled transaction(s) shall be subjected to exit load, minimum subscription/additional subscription amount and other terms and conditions of the relevant scheme as per SID applicable on the specified date.
- The scheduled transaction shall be liable to be rejected if sufficient units / amount is not available, on specified date.
- The Target Scheme investment will be made under the same folio number and mode of holding (single/joint/anyone or survivor) will be as per the existing folio number of the Source Scheme.

This facility serves as a value-added convenience, empowering investors to plan and automate their mutual fund transactions effectively. The AMC reserves the right to modify or discontinue the OST Facility, or to introduce additional operational guidelines, as deemed necessary.

#### **FINANCIAL TRANSACTIONS THROUGH EMAIL IN RESPECT OF NON-INDIVIDUAL INVESTORS**

Non-individual investors desiring to avail the facility of carrying out financial transactions through email in respect of Samco Mutual Fund schemes shall:

- a) Submit a copy of the Board resolution or an authority letter on their letter head (signed by competent authority), granting appropriate authority to the designated officials of their entity.
- b) The board resolution/authority letter should explicitly consist of:
  - (i) List of approved authorized signatories / officials who are authorized to transact on behalf of non-individual investors (entity) along with their designation and email IDs.
  - (ii) An Undertaking that the instructions for any financial transactions sent by email by the authorized signatories / officials shall be binding upon the entity as if it were a written agreement.
- c) In case the document is submitted electronically with a valid Digital Signature Certificate (DSC) or through Aadhaar based e-signature by the authorized official/s shall be considered as valid and acceptable and shall be binding on the non-individual investor even if the transaction request is not received from the registered email id of the authorized official/s. However, in such cases, the domain name of the email ID should be from the same organization's (entity's) official domain name.

- d) In addition to acceptance of financial transaction via email, scanned copy of duly signed transaction form/request letter bearing wet signatures of the authorized signatories of the entity, received from some other official / employee of the non- individual investor may also be accepted, and shall be binding on the non-individual investor provided -
  - (i) The email is also cc'd (copied) to the registered email ID of the authorized official / signatory of the non-individual unitholder; and
  - (ii) the domain name of the email ID of the sender of the email is from the same organization's official domain name.
- e) No change in bank details or addition of bank account of the entity or any non-financial transactions shall be allowed / accepted via email.
- f) Request for change in bank details or addition of bank account of the entity shall be submitted by the non-individual investor using the prescribed service request form duly signed by the entity's authorized signatories with wet signature of the designated authorized signatories.
- g) Change in the registered email address / contact details of the entity shall be accepted only through a physical letter (including scanned copy thereof) with wet signature of the designated authorized officials of the entity, duly supported by copy of the board resolutions/authority letter on the entity's letter head.
- h) In addition to acceptance of financial transactions via email, scanned copies of signed transaction form /request letters bearing wet signatures of the authorized signatories of the entity, received from the registered MFD of the entity or a third party authorized by the non-individual unitholder may also be accepted subject to fulfilment of the following requirements:
  - (i) Authorization letter from the non-individual unitholder authorizing the MFD/person to send the scanned copies of signed transaction form/request letter on behalf the non-individual investor and
  - (ii) The non-individual unitholder's registered email ID is also cc'd (copied) in the email sent by the authorized MFD/person sending the scanned copies of the duly signed transaction form/request letter.

**Terms and Conditions for acceptance of financial transactions through email are as below:**

1. By using the email transaction facility, the Investor confirms that they understand and agree to all applicable terms and conditions, including amendments made from time to time, and acknowledge all risks associated with email-based transactions.
2. The Investor understands that email transmission may face issues such as delay, non-delivery, alteration, interception, or being marked as spam. All risks, errors, misunderstandings, and resulting losses shall be borne solely by the Investor. Samco AMC/ RTA shall n
3. not be liable for any loss or damage arising from such risks.
4. The designated email ID of Samco AMC shall serve as an Official Point of Acceptance. The transaction request sent on the Designated Email ID will be time-stamped as per the date and time of the email received on the server of the AMC, and such time stamp shall be considered as final and binding for determining the applicable Net Asset Value (NAV)

for the transaction in accordance with the SEBI (Mutual Funds) Regulations, 1996. Time displayed on th

5. e Investor (s) screen is the indicative local machine time an  
6. d not the actual server time of the AMC. If transaction requests/instructions are not made  
in accordance with prescribed instructions / terms & conditions, AMC shall not be liable  
to take or execute that transaction on that day.
7. The Investor agrees and acknowledges and is aware that there may be a delay in delivery  
or difference in the date and time of the email received on the server of the AMC and the  
date and time of the server through which the Investor has sent the email, and also that the  
AMC server m
8. ay not receive / reject the email sent by the Investor.
9. Samco AMC / RTA shall not be held liable for any losses, damages suffered by the entity  
in connection with or any way relating to Samco AMC accepting in good faith any  
requests received through electronic transmission and acting on such electronic  
transmission including unsigned/ unattested transactions/ instructions and relying upon  
such electronic transaction requests purporting to come from the transmitter even though  
it may not come from the transm  
10. itter.
11. Investors must maintain adequate safeguards to ensure the security of their email  
communication and retain records of all email transactions in accordance with applicable  
laws and regulations.
12. Investors availing the facility for submitting financial transactions via email shall adopt  
appropriate procedure for addition/deletion in the name of authorized signatory of the  
entity and shall notify the same to the AMC. In case of changes / additions / deletions in  
the name, registered email ids / contact details
13. of the authorized designated signatories of the entity, the entity shall submit a new board  
resolution or an authority letter on the entity's letterhead, to the AMC. The same shall be  
submitted
14. through a physical letter (including scan copy thereof) with wet signature of the  
designated authorized officials granting appropriate authority to the new designated  
officials. The new document submitted shall override the previous board resolution /  
authority letter submitted to the AMC.
15. The AMC/ Registrar at its sole discretion and in accordance with the terms of the SID of  
the Scheme reject the transaction received through this Facility and such decision shall be  
final and binding on the investor. The
16. AMC shall not be bound to act upon E-Mails requests/instructions, which are illegible. In  
the absence of relevant and adequate information required by the AMC, for carrying out  
any transaction pursuant to receipt of the E-mail requests/instructions, AMC shall not be  
held liable or responsible
17. e for any delay in completion/ not effecting of such transaction and any resulting loss or  
damage to Investor (s) on account thereof.
18. Investor shall indemnify the AMC/ Mutual Fund/ Registrar from and against all claims,  
liability, loss, damage, cost and expenses incurred by the AMC/ Mutual Fund/ Registrar  
arising out of or relating to:
  - a. The AMC/ Mutual Fund/ Registrar acting pursuant to, in accordance with or relying  
upon any email requests received or the AMC/ Mutual Fund/ Registrar not processing  
the email requests for any reason.
  - b. The AMC/ Mutual Fund/ Registrar acting pursuant to, in accordance with or relying  
upon any E-mail requests/instructions or otherwise pursuant to the request and  
authority conferred herein.

- c. The AMC/ Mutual Fund/ Registrar acting pursuant to, in accordance with or relying upon any E-mail requests/instructions received by the AMC which it believes in good faith, to be such E-mail requests/instructions.
- d. Any unauthorized or fraudulent email request received by the AMC/Mutual Fund/ Registrar from the registered email ID of the investor. Non-receipt of E-mail requests/instructions claimed to have been sent by the investor.

19. Samco AMC/Registrar may reject any email instruction at their sole discretion, including illegible, incomplete, or insufficiently detailed instructions. Samco AMC shall not be responsible for any delay or non-processing arising from such deficiencies.

20. The transaction slip should be complete in all aspects and will be treated at par with physical requests. Any changes, additions, modifications etc. to the original email / transaction slip received shall be treated as a fresh email and such timestamp shall be

21. considered for applicability of NAV.

22. In case of changes / additions / deletions in the name, registered email ids / contact details of the authorized designated signatories of the entity, the entity shall submit a new board resolution or an authority letter on the entity's letterhead. The same shall be submitted through a physical letter (including scan copy thereof) with wet signature of the designated authorized officials granting appropriate authority to the new designated officials. The new document su  
23. bmitted shall override the previous bo  
24. ard resolution / authority letter submitted earlier.

In case the document is submitted electronically with a valid Digital Signature Certificate (DSC) or through Aadhaar based e-signature by the authorized official/s shall be considered as valid and acceptable and shall be binding on the non-individual investor even if the transaction request is not received from the registered email id of the authorized official/s. However, in such cases, the domain name of the email ID should be from the same organization's (entity's) official domain name.

## VII. RIGHTS OF UNITHOLDERS OF THE SCHEME

- 1) Unit holders of the Scheme have a proportionate right in the beneficial interest in the assets of the Scheme.
- 2) When the Mutual Fund declares an Income Distribution cum Capital Withdrawal (IDCW)/dividend under a scheme, IDCW/ dividend warrants shall be dispatched to the Unit Holders within 7 working days from the record date of IDCW/dividend. Consolidated Account Statement ('CAS') at mutual fund industry level for each calendar month will be issued on or before 21<sup>st</sup> day of succeeding month to all unit holders having financial transactions and who have provided valid Permanent Account Number (PAN). For folios not included in the CAS, the AMC shall issue a monthly account statement to the unit holders, pursuant to any financial transaction done in such folios; the monthly statement will be send on or before 21<sup>st</sup> day of succeeding month. In case of a specific request received from the unit holders, the AMC shall provide the account statement to the unit holder within 5 business days from the receipt of such request. If a Unit holder so desires the Mutual Fund shall issue a Unit certificate (non- transferable) within 5 Business Days of the receipt of request for the certificate.
- 3) The Mutual Fund shall dispatch redemption or repurchase proceeds within 3 working days of accepting the valid redemption or repurchase request. For schemes investing at least 80% of total assets in such permissible overseas investments, 5 Working Days of accepting the valid redemption or repurchase request. Further, in case of exceptional

scenarios as prescribed by AMFI vide its communication no. AMFI/ 35P/ MEM-COR/ 74 / 2022-23 dated January 16, 2023, read with clause 14.1.3 of SEBI Master Circular no. SEBI/HO/IMD/IMD-PoD-1/P/ CIR/2023/74 dated June 27, 2024 (SEBI Master Circular), the AMC may not be able to adhere with the timelines prescribed above.

- 4) The Trustee is bound to make such disclosures to the Unit holders as are essential in order to keep them informed about any information known to the Trustee which may have a material adverse bearing on their investments.
- 5) The appointment of the AMC for the Mutual Fund can be terminated by majority of the directors of the Trustee or by 75% of the Unit holders of the Scheme.
- 6) 75% of the Unit holders of a Scheme can pass a resolution to wind-up a Scheme.
- 7) The Trustee shall obtain the consent of the Unit holders:
  - Whenever required to do so by SEBI, in the interest of the Unit holders.
  - Whenever required to do so on the requisition made by three-fourths of the Unit holders of the Scheme.
  - When the Trustee decides to wind up the Scheme or prematurely redeem the Units.
- 8) The Trustee/AMC shall ensure that no change in the fundamental attributes of any Scheme or the trust or fees and expenses payable or any other change which would modify the Scheme and affects the interest of Unit holders, shall be carried out unless:
  - SEBI has reviewed and provided its comments on the proposal;
  - a written communication about the proposed change is sent to each Unit holder and an advertisement is given in one English 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
  - the Unit holders are given an option to exit at the prevailing Net Asset Value without any Exit Load.
- 9) In specific circumstances, where the approval of Unitholders is sought on any matter, the same can also be obtained by way of a postal ballot or such other means as may be approved by SEBI. For this purpose, voting through Postal Ballot shall mean voting by post or through any electronic mode.

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

SEBI vide Gazette Notification no. LAD-NRO/GN/2011- 12/38/4290, dated February 21, 2012 amended Regulation 25, 47 and the Eighth Schedule titled 'Investment Valuation Norms' under SEBI (Mutual Funds) Regulations, 1996 to introduce the overarching principles namely 'Principles of Fair Valuation' in order to ensure fair treatment to all investors (including existing as well as new investors) seeking to purchase or redeem the units of the scheme(s) at all points of time.

It further prescribed that the valuation shall be reflective of the realizable value of securities and shall be done in good faith and in true and fair manner through appropriate valuation policies and procedures approved by the Board of the Asset Management Company. In the event of a conflict between the principles of fair valuation and valuation

guidelines prescribed by SEBI under the Regulations, the principles of fair valuation shall prevail.

Consequently, the Boards of the Samco AMC and Trustee has adopted a comprehensive policy on investment valuation and procedures. Accordingly, the disclosure inter-alia of the security/asset -wise valuation policy, procedure & methodology for each type of investment made by the scheme(s) of Samco Mutual Fund is given below:

## 1. Policy, Procedure & Methodology for valuation of securities/assets

The AMC shall adopt the principle of fair valuation i.e. valuation will be done in good faith and in true and fair manner to reflect the net realizable value of the securities/asset as determined by Valuation Committee. This principle will be adopted by AMC even during exceptional events specified under Point no. 2 below.

- The detailed security/asset-wise valuation policy, procedure & methodology for each type of investment made by the scheme(s) of Samco Mutual Fund is described appended **Annexure I**.
- Investments in any new securities/assets (other than those mentioned in the appended Annexure) shall be made only after the establishment of the valuation methodology as approved by the Boards of the AMC and Trustee.
- Inter-scheme transfers, if any, will be executed as per Regulations at fair value thereby ensuring fair treatment to all the investors in accordance with the guidelines in appended table (refer **Annexure I**).

## 2. Exceptional events

Following indicative types of events could be classified as exceptional events where market information may either not be available or is insufficient for valuation of securities:

- i. Major policy announcements by the Central Bank, the Government or any other Regulatory Body (SEBI/IRDA/PFRDA).
- ii. Natural disasters or public disturbances may impact the functioning of the capital market.
- iii. Absence of trading in a specific security not covered in this valuation policy or similar securities.
- iv. Significant volatility in the capital and debt markets.
- v. A credit default event by the issuer of any fixed income security will be considered as an exceptional event and the value of the security will be appropriately discounted by the valuation committee in accordance with norms laid down by AMFI.
- vi. Deviation from the indicative haircuts and/or the valuation price.
- vii. Any other events where realizable value may be substantially different from benchmark-based prices obtained.

The Valuation Committee shall be responsible for monitoring exceptional events and recommending appropriate valuation methods under the circumstances, with due reporting to the AMC board. Under such circumstances, the Valuation committee will be vested with powers by the AMC board in deciding the appropriate methodology for valuation of such securities. In case of deviations from the valuation policy and principles, if any, the detailed rationale for each instance of deviation shall be recorded and impact of such deviation on

scheme NAV will be reported to the Board of AMC and Trustees. The rationale for the deviation along with details will be disclosed under a separate head on the website of the AMC and a link in respect of the same will be disclosed along with the monthly and half-yearly portfolio statements.

### **3. Record keeping**

Valuation Policy document will be updated in SID / SAI, website and other documents as prescribed by the SEBI regulations and guidelines. All the documents which form the basis of valuation including inter-scheme transfers (the approval notes & supporting documents) will be maintained in electronic or physical form.

The AMC shall maintain and preserve all the documents which form the basis of valuation including inter-scheme transfers (the approval notes & supporting documents) either in electronic or physical form for a period of 8 years or such period as specified by SEBI from time to time.

## Annexure I - Valuation Methodology

The valuation policy, procedure & methodology adopted by the AMC for investments in securities/assets made by the Scheme(s) of Samco Mutual Fund is as under:

### A. Equity and Equity Related Securities:

Asset Class	Traded / Not Traded / Thinly Traded/ Listed / Unlisted	Valuation Methodology
Equity, Preference shares and Cumulative Convertible Preference Share	Traded	<p>The AMC has selected the National Stock Exchange (NSE) as the Principal Stock Exchange. In respect of the Index Funds, the Principal Stock Exchange would be the Exchange where the underlying benchmark index has been set up.</p> <ul style="list-style-type: none"> <li>a) Traded securities shall be valued at the day's closing price on the NSE.</li> <li>b) When, on a particular day a security is not traded on NSE, the closing price of the security on the Bombay Stock Exchange Limited (BSE) will be considered for valuation. When a security is not traded on any stock exchange on a particular valuation day, the value at which it was traded on the National Stock Exchange or the Bombay Stock Exchange, as the case may be, on the earliest previous day may be used, provided such date is not more than thirty days prior to the valuation date.</li> <li>c) For Index Funds, valuation shall be done at the closing prices of the underlying index.</li> </ul>
	Not Traded / Thinly Traded	<p>When a security (other than Futures &amp; Options) is not traded on any Stock Exchange on a particular valuation day, the value at which it was traded (closing price) on the selected stock exchange or any other stock exchange shall be used, provided such day is not more than thirty days prior to the valuation date.</p> <p><b>Valuation of Non –Traded / Thinly Traded:</b></p> <p>Thinly Traded: When trading in an equity/equity related security (such as convertible debentures, equity warrants, etc.) in a month is both less than Rs. 5,00,000 and the total volume is less than 50,000</p>

	<p>shares, it shall be considered as a thinly traded security, the volumes traded only on the NSE and the BSE shall be considered.</p> <p>Where a security is identified as a “thinly traded” securities by applying the above parameters for the preceding calendar month, the same will be valued by SAMPL as thinly traded security.</p> <p>If the share is not listed on the stock exchanges which provide such information, then it will be obligatory on the part of the Fund to make its own analysis in line with the above criteria to check whether such securities are thinly traded which would then be valued accordingly.</p> <p>Further, thinly traded securities would be monitored on calendar month basis and not on rolling basis. i.e. If a security in holding has been classified as thinly traded according to the criteria mentioned above, it would be fairly valued ignoring the primary and secondary stock exchange prices.</p> <p>In case trading in an equity security is suspended for trading on the stock exchange up to 30 days, then the last traded price would be considered for valuation of that security. If an equity security is suspended for trading for more than 30 days, then it would be considered as Non-Traded and valued accordingly.</p> <p><b>Non Traded:</b> If the equity securities are not traded on NSE and BSE for a period of thirty days prior to the valuation date, the scrip must be treated as 'non-traded' scrip.</p> <p><b>For Equity Shares :</b></p> <ol style="list-style-type: none"> <li>Based on the latest available audited Balance Sheet, net worth shall be calculated as follows:</li> </ol> <p>Net Worth per share = [Share Capital + Reserves (excluding Revaluation Reserves) – Misc. expenditure and Debit Balance in P&amp;L A/c] / No. of Paid up Shares. This shall be computed based on the latest available audited balance sheet.</p> <ol style="list-style-type: none"> <li>Average capitalization rate (P/E ratio) for the industry based upon either NSE or BSE data (which should be followed consistently and</li> </ol>
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		<p>changes, if any noted with proper justification thereof) shall be taken and discounted by 75% i.e. only 25% of the Industry average P/E shall be taken as capitalization rate (P/E ratio). Earnings per share (EPS) of the latest audited annual accounts will be considered for this purpose.</p> <ul style="list-style-type: none"> <li>iii. The value as per the net worth value per share and the capital earning value calculated as above shall be averaged and further discounted by 10% for ill- liquidity so as to arrive at the fair value per share.</li> <li>iv. In case the EPS is negative, EPS value for that year shall be taken as zero for arriving at capitalized earning.</li> <li>v. In case where the latest balance sheet of the company is not available within nine months from the close of the year, unless the accounting year is changed, the shares of such companies shall be valued at zero.</li> <li>vi. In case an individual security accounts for more than 5% of the total assets of the scheme, an independent valuer shall be appointed for the valuation of the said security. To determine if a security accounts for more than 5% of the total assets of the scheme, it should be valued by the procedure above and the proportion which it bears to the total net assets of the scheme to which it belongs would be compared on the date of valuation.</li> </ul> <p>In order to ensure fair valuation, the valuation committee of the AMC may decide to value an unlisted security at a price lower than the value derived using the aforesaid methodology</p> <p><b>Preference share:</b> Convertible preference shares shall be valued based on the intrinsic value of the preference shares considering the conversion ratio as adjusted for illiquidity on case to case basis and other relevant factors as applicable as on the valuation date with the approval of the Valuation Committee.</p> <p>Non-traded non-convertible redeemable preference shares, being similar to debt securities, valuation shall be on the same basis as is for debt instruments as approved by the Valuation Committee.</p> <p><b>Convertible Debentures:</b></p>
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		<p>In respect of convertible debentures and bonds, the non-convertible and convertible portion would be valued separately. The non-convertible portion would be valued on the same basis as is applicable to a debt instrument. The convertible component would be valued based on the same basis as would be applicable to an equity instrument.</p> <p>If after conversion, the resultant equity instrument would be traded pari-passu with an existing equity instrument which is traded, the value of the later 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 conversion is optional should also be factored in. The appropriate discount applied should be approved and factored in.</p> <p>The value of the optional conversion shall be determined as follows:</p> <ul style="list-style-type: none"> <li>• If the option to exercise rests with the issuer, the lower of the value when exercised or value when not exercised shall be taken.</li> <li>• If the option to exercise rests with the investor, the higher of the value when exercised or value when not exercised shall be taken. The valuation shall be approved by the Valuation Committee.</li> </ul>
<b>Equity</b>	<b>Unlisted securities</b>	<p>The Unlisted equity shares of a company shall be valued "in good faith" on the basis of the valuation principles laid down below:</p> <p>A. Based on the latest available audited balance sheet, Net Worth shall be calculated as the lower of the following:</p> <ol style="list-style-type: none"> <li>Net worth per share = [Share capital + Free Reserves (excluding Revaluation reserves) - Miscellaneous expenditure not written off or deferred revenue expenditure, intangible assets and accumulated losses] / Number of Paid up Shares</li> <li>After taking into account the outstanding warrants and options, Net Worth per share shall again be calculated and shall be = [Share Capital plus consideration on exercise of Option and/or Warrants received/receivable by the Company plus Free Reserves (excluding Revaluation Reserves) minus Miscellaneous expenditure not written off or deferred revenue expenditure, intangible assets and</li> </ol>

	<p>accumulated losses] divided by (Number of Paid up Shares plus Number of Shares that would be obtained on conversion and/or exercise of Outstanding Warrants and Options).</p> <p>The lower of (i) and (ii) above shall be used for calculation of Net Worth per share and for further calculation to be arrive at the fair value per share as stated in (-C) below:</p> <p>B. Average capitalization rate (P/E ratio) for the industry based upon either BSE or NSE data (which shall be followed consistently and changes, if any, noted with proper justification thereof) shall be taken and discounted by 75% i.e. only 25% of the Industry average P/E shall be taken as capitalization rate (P/E ratio). Earnings per share of the latest audited annual accounts will be considered for this purpose.</p> <p>C. The value as per the Net Worth value per share and the capital earning value calculated as above shall be averaged and further discounted by 15 per cent for illiquidity so as to arrive at the fair value per share. In effect, the Computation of fair value per share to be considered for valuation at 15 % discount for illiquidity. <math>[(\text{Net worth per share} + \text{Capitalized value of EPS}) / 2] * 0.85</math></p> <p>The above valuation methodology shall be subject to the following conditions:</p> <ul style="list-style-type: none"> <li>a) All calculations shall be based on audited accounts.</li> <li>b) If the latest Balance Sheet of the company is not available within nine months from the close of the year, unless the accounting year is changed, the shares of such companies shall be valued at zero.</li> <li>c) If the Net Worth of the company is negative, the share would be marked down to zero.</li> <li>d) In case the EPS is negative, EPS value for that year shall be taken as zero for arriving at capitalized earning.</li> <li>e) In case an individual security accounts for more than 5 per cent of the total assets of the scheme, an independent valuer shall be appointed for the valuation of the said security. To determine if a security accounts for more than 5 per cent of the total assets of the scheme, it shall be valued in accordance with the procedure as mentioned above</li> </ul>
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		<p>on the date of valuation.</p> <p>In order to ensure fair valuation, the valuation committee of the AMC may decide to value an unlisted security at a price different than the value derived using the aforesaid methodology</p>
<b>Initial Public Offering (IPO)</b>		<p>Prior to allotment, application money is accounted in the Fund books of account at the bid price paid. No holding position is created, until confirmed allotment is received. Post allotment, while awaiting listing, it will be valued at allotment price.</p>
<b>Equity and equity related securities under lock-in period Anchor Investment / pending listing</b>		<p>Equity shares under lock in for more than 3 months from the date of purchase / allotment, which are traded on the stock exchanges, the AMC may apply appropriate discount to the closing price quoted on the stock exchange as may be decided by the Investment Committee on a case to case basis.</p>
<b>Rights” entitlement/partly paid up rights shares</b>	<b>Traded</b>  <b>Non Traded/ Unlisted/Thinly Traded</b>	<p>If the rights are traded, then the traded price will be considered for valuation.</p> <p>a) Until they are traded, post the rights renunciation period, the value of the “rights” entitlement would be calculated as per the SEBI prescribed formula stated below:</p> <p style="margin-left: 40px;"><math>V_r = n/m * (P_{ex} - P_{of})</math> Where</p> <p style="margin-left: 40px;"><math>V_r</math> = Value of Rights  <math>n</math> = Number of rights offered  <math>m</math> = Number of original shares held <math>P_{ex}</math> = Ex-right price  <math>P_{of}</math> = Rights Offer price</p> <p>Ratio of Rights i.e. <math>(n/m)</math> where <math>n</math> = No. of Rights offered and <math>m</math> = No. of original shares held will be adjusted in the quantity directly while booking the Rights and hence not considered again for valuation.</p> <p>b) Where the rights are not treated pari-passu with the existing shares, suitable adjustments would be made to the value of rights. Where it is decided not to subscribe for the rights but to renounce them and renunciations are being traded, the rights would be valued at the renunciation value.</p> <p>c) In case original shares on which the right entitlement accrues are not traded on the Stock Exchange on an ex-right basis, right entitlement should not be recognised as investments.</p> <p>d) Where right entitlements are not traded and it was decided not to subscribe the rights, the right entitlements have to be valued at zero.</p>

		<p>e) In case the rights offer/exercise/issuance price is greater than the ex-rights/closing price of the underlying security, the value of the rights share to be considered as zero.</p> <p>f) Post payment of the subscription amount for the rights entitlement, it will be valued in line with the normal valuation methodology for valuation of equities.</p>
<b>Partly Paid-up Equity Shares:</b>	<b>Traded</b>	If the partly paid-up equity shares are traded in market separately then the same shall be valued at traded price (like any other equity instrument).
	<b>Non - traded</b>	Uncalled liability per share shall be reduced from the value of fully paid share, if traded, to derive price of non-traded partly paid shares.
	<b>Thinly Traded</b>	<p>Partly paid shares should be valued at the lower of the following two prices:</p> <ul style="list-style-type: none"> <li>• Current closing price per share of fully paid up shares less uncalled amount per share of partly paid shares, and,</li> <li>• Closing price of the partly paid share if it has not been traded on any particular valuation day (not exceeding the last 30 days).</li> </ul>
<b>Shares tendered for Buyback</b>		If a company offers to buy back hundred percent of the shares tendered, then shares will be valued at the price of buy back, if the shares are already tendered ignoring the market price. Else, market price of the security will be considered for valuation till the date of receipt of formal confirmation of acceptance of shares tendered under the buyback scheme.
<b>Valuation of Shares on Merger, De-merger and Other Corporate Action Events</b>		<p><b>Merger:</b></p> <p>In case of merger, if the shares of the merged entity are not listed / traded, then valuation of the merged entity will be decided on case-to-case basis depending on the terms of merger and may be valued at previous day closing price of the respective companies prior to merger.</p> <p>E.g. If Company A and Company B merge to form a new Company C, then new company C would be valued at the previous day's price of A and B with appropriate inter-se weights as indicated in the scheme of merger.</p> <p>In case of a merger where the identity of one entity continues, valuation of merged entity would be at the closing price of the surviving entity.</p> <p>E.g. If Company A merges into Company B then merged entity would be valued at the price of</p>

	<p>Company B being the surviving Company.</p> <p><b>De-merger:</b></p> <p>On de-merger following possibilities arise which influence valuation: Both the shares are traded immediately on de-merger:</p> <p>In this case, shares of both the Companies are valued at respective traded prices.</p> <p>Shares of only one company continued to be traded on de-merger: In case one entity is demerged into two or more entities and one of those entities continues to be listed, the value of unlisted entity(ies) will be difference between the closing price of the security on the ex-date (after demerger) and closing price of the security on previous trading day (before demerger) that continues to be listed. The difference in price of two dates will be the valuation price of the unlisted entity(ies) proportionately, till they are listed and traded on a stock exchange. The cost price of new entity/entities would be derived proportionately from the cost price of parent entity.</p> <p>In case the value of the traded security of de-merged entity is equal to or in excess of the value of that entity before de-merger, then the security of the non-traded entity will be valued at zero.</p> <p>In case an unlisted security is not listed within a period of 60 days from the ex-date, the valuation price derived for the demerged security will be reviewed on expiry of 30 days.</p> <p><b>Both the shares are not traded on de-merger:</b></p> <p>The price of the shares of the Company one day prior to ex-date of de-merger will be bifurcated over the de-merged shares in the ratio of cost of shares of each demerged entity or on the basis of net assets transferred if the same is available from the Company and any other relevant factors.</p> <p>In case shares of both the companies are not traded for more than 60 days, these are to be treated as unlisted security and valued accordingly.</p>
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		<p>On merger/demerger, in case the company specifies any regulations/ method for cost bifurcation or valuation the same will be adopted. In case the above methodology does not derive the fair valuation of demerged entities; the same may be determined by the Valuation Committee on case to case basis.</p> <p><b>Other corporate action event:</b></p> <p>In case of any other type of capital corporate action event, the same shall be valued at fair price on case to case basis as may be determined by the Valuation Committee.</p>
<b>Stock and Index Derivatives</b>		<p><b>Equity / Index Options Derivatives and Equity / Index Futures Derivatives</b></p> <p>Market values of traded open future/option contracts shall be determined with respect to the exchange on which it is contracted originally, i.e., a future/option contracted on the National Stock Exchange (NSE) would be valued at the Settlement price of future/option on the NSE. Futures &amp; Options are considered as Non-Traded, when such Futures &amp; Options are not traded on the respective stock exchange on the Valuation Date. Non-traded futures and options are valued based on the settlement price / any other equivalent price provided on the respective stock exchange.</p>
<b>Valuation of Warrants</b>	<b>Traded</b>	If the warrants are traded, the traded price will be considered for valuation.
	<b>Non Traded</b>	<p>Warrants can be valued at the value of the share which would be obtained on exercise of the Warrant after applying appropriate discount prorated on a monthly basis after reducing the exercise price / issuance price from the closing price of the underlying cash equity security.</p> <p>If the amount payable on exercise of the warrants is higher than the value of the share, the value of the warrants should be taken as zero.</p>
<b>Security Lending &amp; Borrowing (SLB)</b>		Security Lending & Borrowing (SLB) will be valued on the basis of amortization.

#### A. FIXED INCOME AND RELATED SECURITIES

Asset Class	Valuation Methodology
<b>For debt &amp; money market securities (Including AT-1 and</b>	All money market and debt securities including floating rate securities having irrespective residual maturity shall be valued at average of security level prices obtained from valuation

<b>Tier – II issued under Basel III framework) (excluding Government Securities, Treasury Bills, Cash Management Bills, State Development Loans, etc.)</b>	<p>agencies entrusted by AMFI/SEBI from time to time.</p> <p>In case security level prices given by valuation agencies are not available for a new security (which is currently not held by any Mutual Fund), then such security may be valued at purchase yield (Weighted) on the date of allotment / purchase.</p> <p>In case if the prices derived by the above methodology do not reflect the fair value of securities, Valuation Committee shall adopt such alternate procedures / methodologies in conformance with the guiding principles of fair valuation in good faith to arrive at a true and fair estimation of the realisable value of the security / asset under normal, business-as-usual circumstances.</p>
<b>Valuation of Government Securities, Treasury Bills, Cash Management Bills, State Development Loans, etc</b>	<p>Irrespective of the residual maturity, Government Securities (including T-bills, Cash Management Bills, State Development Loans, etc) shall be valued on the basis of security level prices obtained from valuation agencies.</p>
<b>Valuation of money market and debt securities classified as below investment grade or default</b>	<ul style="list-style-type: none"> <li>• All money market and debt securities which are rated below investment grade (if the long term rating below BBB- or if the short term rating of the security is below A3) shall be valued at the average of the security level price provided by valuation agencies.</li> <li>• A money market or debt security shall be classified as “Default” if the interest and / or principal amount has not been received, on the day such amount was due or when such security has been downgraded to “Default” grade by a Credit Rating Agency (CRA).</li> <li>• Any extension in maturity of money market or debt security shall result in the security being treated as ‘Default’ for purpose of valuation.</li> <li>• Any changes to the terms of investment, including extension in the maturity of a money market or debt security, details shall promptly inform to the valuation agencies and the CRAs,</li> <li>• Till such time the valuation agencies compute the valuation of money market and debt securities classified as below investment grade, such securities shall be valued by the valuation agencies on the basis of indicative haircuts.</li> <li>• In case of trades during the interim period between date of credit event and receipt of valuation price from valuation agencies, traded price will be considered if it is lower than the price post standard haircut. The said traded price shall be considered for valuation till the valuation price is determined by the valuation agencies.</li> <li>• In case of trades after the valuation price is computed by the valuation agencies as referred above and where the traded price is lower than such computed price, such traded price shall be considered for the purpose of valuation and the</li> </ul>

	<p>valuation price will be revised accordingly.</p> <ul style="list-style-type: none"> <li>The AMC may deviate from the indicative haircuts and/or the valuation price for money market and debt securities rated below investment grade provided by the agency(ies) appointed by AMFI by recording detailed rationale for such deviation with the approval of Valuation Committee.</li> </ul> <p><b>Treatment of accrued interest, future interest accrual and future recovery:</b></p> <p>The indicative haircut that has been applied to the principal shall be applied to any accrued interest. In case of securities classified as below investment grade but not default, interest accrual may continue with the same haircut applied to the principal. In case of securities classified as default, no further interest accrual shall be made.</p> <p>The following shall be the treatment of how any future recovery shall be accounted for in terms of principal or interest:</p> <ol style="list-style-type: none"> <li>Any recovery shall first be adjusted against the outstanding interest recognized in the NAV and any balance shall be adjusted against the value of principal recognized in the NAV.</li> <li>Any recovery in excess of the carried value (i.e. the value recognized in NAV) shall then be applied first towards amount of interest written off and then towards amount of principal written off.</li> </ol>
<b>Valuation of Short Term Deposits with Banks (pending deployment)</b>	Investments in short term deposits with banks will be valued at cost plus accrual
<b>Valuation of Bills Rediscounting, Market Linked Debentures and OTC derivatives</b>	The bills purchased under re-discounting scheme shall be valued based on average of security level prices provided by the agencies appointed by AMFI/SEBI. Where any scheme of Mutual Fund has purchased such securities and security level price from the agencies appointed by AMFI/SEBI is not available, such securities shall be valued at purchase yield on the date of allotment / purchase. All market linked debentures shall be valued at prices obtained from the Valuation Agencies.
<b>Valuation of Overnight Repos</b>	Overnight Repos will be valued at cost plus accrual basis.
<b>Interest Rate Swap (IRS)/ Forward Rate Agreement (FRA)</b>	Interest rate swaps or Forward Rate Agreements shall be valued based on average security level prices provided by the agencies appointed by AMFI/SEBI.
<b>Securities with Put/Call Options</b>	<p>The option embedded securities would be valued as follows:</p> <p>Securities shall be valued as per following methodology &amp; based on average of prices provided by the agency(ies) appointed by AMFI.</p>

**Securities with call option:**

The securities with call option shall be valued at the lower of the value as obtained by valuing the security to final maturity and valuing the security to call option. In case there are multiple call options, the lowest value obtained by valuing to the various call dates and valuing to the maturity date is to be taken as the value of the instrument.

**Securities with Put option:**

The securities with put option shall be valued at the higher of the value as obtained by valuing the security to final maturity and valuing the security to put option. In case there are multiple put options, the highest value obtained by valuing to the various put dates and valuing to the maturity date is to be taken as the value of the instrument.

**Securities with both Put and Call option on the same day:**

Only securities with put / call options on the same day and having the same put and call option price, shall be deemed to mature on such put/call date and shall be valued accordingly. In all other cases, the cash flow of each put / call option shall be evaluated and the security shall be valued on the following basis:

- i. Identify a 'Put Trigger Date', a date on which 'price to put option' is the highest when compared with price to other put options and maturity price.
- ii. Identify a 'Call Trigger Date', a date on which 'price to call option' is the lowest when compared with price to other call options and maturity price.
- iii. In case no Put Trigger Date or Call Trigger Date ('Trigger Date') is available, then valuation would be done to maturity price. In case one Trigger Date is available, then valuation would be done as to the said Trigger Date. In case both Trigger Dates are available, then valuation would be done to the earliest date.

If the put option is not exercised by a Mutual Fund, while exercising the put option would have been in favour of the scheme;

- i. A justification for not exercising the put option shall be provided by the Mutual Fund to the Valuation Agencies, Board of AMC and Trustees on or before the last date of the notice period.
- ii. The Valuation Agencies shall not take into account the

	<p>remaining put options for the purpose of valuation of the security.</p> <p>The put option shall be considered as 'in favour of the scheme' if the yield of the valuation price ignoring the put option under evaluation is more than the contractual yield/coupon rate by 30 basis points.</p>
<b>Interest Rate Futures</b>	<p><b>Traded</b>-The exchange traded Interest Rate Futures shall be valued based on the last quoted closing price on the stock exchange.</p> <p><b>Non-Traded</b> - Non Traded IRF shall be valued based on settlement price / any other equivalent price provided by the stock exchange.</p>

## B. MUTUAL FUND UNITS, ETFS AND GOLD

<b>Mutual Fund Units</b>	Traded	Traded units of mutual fund shall be valued based on the last quoted closing price on the stock exchange.
	Not-traded	If units are not traded on a day the same shall be considered as non-traded units. Non-traded units shall be valued based on latest declared NAV per unit of respective underlying schemes.
<b>ETFs</b>	Traded	ETF units shall be valued at closing traded price on the principal stock exchange as on the valuation date.
	Not-traded	If the units are not traded on a particular valuation day, they shall be valued at the quoted closing price on other recognised stock exchange.
<b>Units of InvITs / ReITs</b>	Traded	Valuation of units of InvITs and ReITs will be based on the last quoted closing price on the principal stock exchange where such security is listed. The AMC has selected National Stock Exchange (NSE) as principal stock exchange. If no trade is reported on the principal stock exchange on a particular valuation date, units of InvITs and ReITs shall be valued at the last quoted closing price on other recognised stock exchange.
	Not-traded	When units of InvITs and ReITs are not traded on any stock exchange on a particular valuation day, the value at which these were traded on the selected stock exchange or any other stock exchange, as the case may be, on any day immediately prior to valuation day, shall be considered for valuation provided that such date is not more than thirty days prior to the valuation date. Where units of InvITs and ReITs are not traded on any stock exchange for a continuous period of 30 days then the valuation for such units of InvITs and

	<p>REITs will be determined by the Valuation Committee in consultation with the Internal Auditors or independent valuation agencies as deemed appropriate by the Valuation Committee from time to time.</p> <p>In addition to the above, if the valuation of units of InvITs and REITs is provided by the independent agency as approved by AMFI, AMC may get into an arrangement with such agency to provide security level price for Valuation.</p> <p>Where the valuation for units of InvIT and REIT is not available from any independent valuation agency(ies), the valuation will be determined by the Valuation Committee based on the principles of fair valuation.</p>
<b>Units of Corporate Debt Market Development Fund, an Alternative Investment Fund ("AIF")</b>	<p>Units of Corporate Debt Market Development Fund (CDMDF), an Alternative Investment Fund (AIF) shall be valued based on the latest Net Asset Value ("NAV") per unit declared by Investment Manager of CDMDF.</p>
<b>Valuation of Exchange Traded Commodity Derivatives (ETCDs)</b>	<p><b>Exchange Traded Commodity Derivatives (ETCDs) - Futures and Options:</b></p> <p>Valuation will be done at end of day closing /settlement price published on the MCX/ NCDEX / NSE/BSE and value the commodity on the exchange on which it got transacted.</p> <p>There might be variants of commodities based on the lot size which may be launched going ahead by different exchanges such as Gold, Gold Mini etc., for such cases we will be taking the closing/settlement price on which it gets transacted.</p> <p><b>Exchange Traded Commodity Derivatives (ETCDs) - Physical:</b></p> <p>Upon the receipt of physical stocks at the exchange accredited warehouse in the allocated location the commodity shall be valued daily. The pooled physical price of the respective location is published by the respective commodity exchanges.</p> <p>If on any day the spot/pooled prices as above are not available due to holiday, then the prices of immediately preceding day will be considered for the purpose of valuation of such commodity.</p> <p>Example: Pooled price of Gold ex-Ahmedabad is</p>

	<p>published by 12:00 noon every day at the MCX website which shall be referred for valuation of stocks lying in Ahmedabad warehouse / designated vaults under MF Schemes. These published prices will be considered for valuation.</p>
<b>Gold</b>	<p>Gold acquired by a scheme is in the form of standard bars and its value as on a particular day is determined as under:</p> <p>(1) AM fixing price of London Bullion Market Association (LBMA) in US dollars per troy ounce for gold having a fineness of 995.0 parts per thousand, subject to the following:</p> <ul style="list-style-type: none"> <li>a) adjustment for conversion to metric measure as per standard conversion rates;</li> <li>b) adjustment for conversion of US dollars into Indian rupees as per the reference rate declared by the Financial Benchmark India Limited (FBIL).</li> <li>c) Addition of-           <ul style="list-style-type: none"> <li>(i) 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; and</li> <li>(ii) notional customs duty and other applicable taxes and levies that may be normally incurred to bring the gold from London to the place where it is actually stored on behalf of the mutual fund.</li> </ul> </li> </ul> <p>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; Provided further that where the gold held by a scheme has a greater fineness, the relevant LBMA prices of AM fixing shall be taken as the reference price under this sub-paragraph.</p> <p>(2) AM fixing price of London Bullion Market Association (LBMA) in US dollars per troy ounce for gold having a fineness of 999.0 parts per thousand, subject to the following:</p> <ul style="list-style-type: none"> <li>a) adjustment for conversion to metric measure as per standard conversion rates.</li> <li>b) adjustment for conversion of US dollars into Indian rupees as per the reference rate declared by the Financial Benchmark India Limited (FBIL).</li> <li>c) Addition of-           <ul style="list-style-type: none"> <li>(i) transportation and other charges that may be</li> </ul> </li> </ul>

	<p>normally incurred in bringing such gold from London to the place where it is actually stored on behalf of the mutual fund; and</p> <p>(ii) notional customs duty and other applicable taxes and levies that may be normally incurred to bring the gold from London to the place where it is actually stored on behalf of the mutual fund.</p> <p>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; Provided further that where the gold held by a scheme has a greater fineness, the relevant LBMA prices of AM fixing shall be taken as the reference price under this sub-paragraph.</p> <p>(3) If the gold acquired by the Scheme is not in the form of standard bars, it shall be assayed and converted into standard bars which comply with the good delivery norms of the LBMA and thereafter valued like standard bars. If on any day the LBMA AM fixing or FBIL reference rate is not available due to holiday, then the immediately previous day's prices are applied for the purpose of calculating the value of gold.</p>
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### C. INTER SCHEME TRANSFER

Asset Class	Traded/ Not Traded	Valuation Methodology
Inter Scheme Transfer	Equity and related securities	<p>a. Any Inter-scheme transfer of Equity and Equity related instruments shall be valued at the prevailing spot market price for the quoted instrument at the time the transfer is affected.</p> <p>b. For this purpose, at the time of effecting the inter-scheme transfer, a record of the prices for the security quoted in the relative stock exchange (i.e. NSE/BSE) or Bloomberg/Eikon Terminal in which it is traded or reported would be obtained, which would indicate the date, time, and the currently quoted price. The price given in the quotation of the stock exchange would be the price for inter-scheme transfer.</p>
	Fixed Income securities including Government Securities, Treasury Bills, Cash Management Bills, State Development Loans, etc	<p>AMC shall seek prices for Inter-scheme Transfer of any money market or debt security (irrespective of maturity), from the valuation agencies.</p> <p>(SEBI/HO/IMD/DF4/CIR/P/2019/102).</p>

	<p>If prices from the valuation agencies are received within the pre-agreed TAT, an average of the prices so received shall be used for IST pricing.</p> <p>If price from only one valuation agency is received within the agreed TAT, that price may be used for IST pricing.</p> <p>If prices are not received from any one of the valuation agencies, within the agreed TAT, AMCs may determine the price for the IST, as per Clause 3 (a) of Seventh Schedule of SEBI (Mutual Funds) Regulations, 1996</p>
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## FOREIGN SECURITIES

Asset Class	Valuation Methodology
Listed Foreign Securities (including ADR / GDR, units of overseas mutual funds and Index Fund, Exchange Traded Funds (ETFs) listed on overseas stock exchange etc.)	<p>These shall be valued as below:</p> <p><b>(i) Traded Securities:</b></p> <p>These shall be valued based on the last quoted closing prices of T-day, at the Overseas Stock Exchange on which the respective securities are listed. However, the AMC shall select the appropriate stock exchange in case a security is listed on more than one stock exchange and the reasons for the selection will be recorded in writing. Any subsequent change in the reference stock exchange used for valuation will be necessarily backed by reasons for such change being recorded in writing by the AMC. However, in case of extreme volatility in other markets post the closure of the relevant markets, the AMC shall value the security at suitable fair value.</p> <p>- When on a particular valuation day, a security has not been traded on the selected stock exchange; the value at which it is traded on another stock exchange* or last quoted closing price on selected stock exchange or any other stock exchange, as the case may be, shall be used provided such date is not more than thirty days prior to the valuation date. *(only the stock exchange(s) of the country where the securities were</p>

<p>purchased will be considered while considering any other stock exchange.</p> <p>- On valuation date, all assets and liabilities in foreign currency shall be valued in Indian Rupees at the RBI reference rate as at the close of banking hours on the relevant business day in India. If required the AMC may change the source for determining the exchange rate.</p> <p><b>(ii) Unlisted/ Non Traded Foreign securities</b></p> <p>a. Unlisted/Non traded foreign securities shall be valued by AMC at fair value after considering relevant factors on case to case basis and obtaining approvals from valuation committee.</p> <p>b. Unlisted/Non-traded ADR /GDRs shall be valued after considering prices/ issue terms of underlying security. Valuation committee shall decide the appropriate discount for illiquidity.</p> <p>c. Units of Unlisted/Non traded Overseas Mutual Fund would be valued at their last Published net asset value (NAV) as on the valuation date.</p>
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## ANNEXURE II

### Part A: valuation of Money Market and Debt Securities other than G-Secs

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

SEBI vide circular no. SEBI/HO/IMD/DF4/CIR/P/2019/102 dated September 24, 2019 has laid down broad principles for considering the traded yields for valuation of Debt, money market and government securities. The said circular prescribes AMFI shall ensure valuation agencies have a documented waterfall approach for valuation of Debt & money market securities. The extract from AMFI best practices circular (135/BP/83/2019-20) dated November 18, 2019 pertaining to the waterfall mechanism is as under:

The broad principles of the said waterfall approach, for arriving at the security level prices are as follows:

- i. Volume Weighted Average Yield (VWAY) of primary reissuances of the same ISIN (whether through book building or fixed price) and secondary trades in the same ISIN

- ii. VWAY of primary issuances through book building of same issuer; similar maturity (Refer Note 1 below)
- iii. VWAY of secondary trades of same issuer, similar maturity
- iv. VWAY of primary issuances through fixed price auction of same issuer, similar maturity
- v. VWAY of primary issuance through book building of similar issuer, similar maturity (Refer note 1 below)
- vi. VWAY of secondary trades of similar issuer, similar maturity
- vii. VWAY of primary issuance through fixed price auction of similar issuer, similar maturity
- viii. Construction of matrix (polling may also be used for matrix construction)
- ix. In case of exceptional circumstances, polling for security lever valuation (Refer note 2 below)

**Note 1:** Except for primary issuance through book building, polling shall be conducted to identify outlier trades. However, in case of any issuance through book building which is less than INR 100 Cr, polling shall be conducted to identify outlier trades.

**Note 2:** Some examples of exceptional circumstances would be stale spreads, any event/news in particular sector/issuer, rating changes, high volatility, corporate action of such other event as may be considered by valuation agencies. Here stale spreads are defined as spreads of issuer which were not reviewed/ updated through trades/primary/polls in same or similar security/issuers of same/similar maturities in waterfall approach in last 6 months.

Further, the exact details and reasons for the exceptional circumstances, which led to polling, shall be documented and reported to AMCs. Further, a record of all such instances shall be maintained by AMCS and shall be subject to verification during SEBI inspections.

**Note 3:** All trades on stock exchanges and trades reported on trade reporting platforms till end of trade reporting time (excluding inter- scheme transfers) should be considered for valuation on that day.

**Note 4:** It is understood that there are certain exceptional events, occurrence of which during market hours may lead to significant change in the yield of the debt securities. Hence, such exceptional events need to be factored in while calculating the price of the securities. Thus, for the purpose of calculation of VWAY of trades and identification of outliers, on the day of such exceptional events, rather than considering whole day trades, only those trade shall be considered which have occurred post the event (on the same day).

The following events would be considered exceptional events

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

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

## 2. Definition of tenure buckets for Similar Maturity

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

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

In addition to the above:

- In case of market events, or to account for specific market nuances, valuation agencies may be permitted to vary the bucket in which the trade is matched or to split buckets to finer time periods as necessary. Such changes shall be auditible. Some examples of market events/ nuances include cases where traded yields for securities with residual tenure of less than 90 days and more than 90 days are markedly different even though both may fall within the same maturity bucket, similarly for less than 30 days and more than 30 days or cases where yields for the last week v/s second last week of certain months such as calendar quarter ends can differ.
- In the case of illiquid/ semi liquid bonds, it is proposed that traded spreads be permitted to be used for longer maturity buckets (1 year and above). However, the yields should be adjusted to account for steepness of the yield curve across maturities.
- The changes / deviations mentioned in clauses a and b, above, should be documented, along with the detailed rationale for the same. Process for making any such deviations shall also be recorded. Such records shall be preserved for verification.

## 3. Process for determination of similar issuer

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

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

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

#### **4. Recognition of trades and outlier criteria**

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

Paragraph 1.1.1.(a) of SEBI vide circular no. SEBI/HO/IMD/DF4/CIR/P/2019/102 dated September 24, 2019 on Valuation of money market and debt securities, prescribes that the marketable lots shall be defined by AMFI, in consultation with SEBI. In this regard, marketable lot is defined as under. The following volume criteria shall be used for recognition of trade by valuation agencies.

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

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

##### **ii. Outlier criteria**

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

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

d. The following criteria shall be used by valuation agencies in determining Outlier Trades

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

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

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

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

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

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

Such criteria shall be reviewed on periodic basis in consultation with AMFI. Trading volume (Traded days) based criteria:

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

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

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

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

The thresholds shall be periodically reviewed and updated having regard to the market.

The best classification (liquid being the best) from the above two criteria (trading volume and spread based) shall be considered as the final liquidity classification of the issuer. The above

classification shall be carried out separately for money market instruments (CP/CDs) and bonds.

## 5. Process for construction of spread matrix which is considered by rating agencies while determining valuation

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

Steps	Detailed Process
Step 1	<p><b>Segmentation of corporates-</b></p> <p>The entire corporate sector is first categorised across following four sectors i.e. all the corporates will be catalogued under one of the below mentioned bucket:</p> <ol style="list-style-type: none"> <li>1. Public Sector Undertakings/ Financial Institutions/ Banks;</li> <li>2. Non-banking Finance Companies - except Housing Finance Companies;</li> <li>3. Housing Finance Companies</li> <li>4. Other Corporates</li> </ol>
Step 2	<p><b>Representative issuers-</b></p> <p>For the aforesaid 4 sectors, representative issuers (Benchmark Issuers) shall be chosen by the valuation agencies for only higher rating (i.e. “AAA” or AA+) Benchmark/Representative issuers will be identified basis high liquidity, availability across tenure in AAA/AA+ category and having lower credit/ liquidity premium. Benchmark issuers can be single or multiple for each sector.</p> <p>It may not be possible to find representative issuers in the lower rated segments, however in case of any change in spread in a particular rating segment, the spreads in lower rated segments should be suitably adjusted to reflect the market conditions. In this respect, in case spreads over benchmark are widening at a better rated segment, then adjustments should be made across lower rated segments, such that compression of spread is not seen at any step. For instance, if there is widening of spread of AA segment over the AAA benchmark, then there should not be any compression in spreads between AA and A rated segment and so on.</p>
Step 3	<p><b>Calculation of benchmark curve and calculation of spread-</b></p> <ol style="list-style-type: none"> <li>1. Yield curve to be calculated for representative issuers for each sector for maturities ranging from 1 month till 20 years and above.</li> <li>2. Waterfall approach as defined in Part A (1) above will be used for construction of yield curve of each sector.</li> <li>3. In the event of no data related to trades/primary issuances in the securities of the representative issuer is available, polling shall be conducted from market participants.</li> <li>4. Yield curve for Representative issuers will be created on daily basis for all 4 sectors. All other issuers will be pegged to the respective benchmark issuers depending on the the sector, parentage and characteristics. Spared over the benchmark curve for each security is computed using latest available trades/ primaries/polls for respective maturity bucket over the Benchmark Issuer.</li> <li>5. Spreads will be carried forward in case no data points in terms of trades/</li> </ol>

	primaries/polls are available for any issuer and respective benchmark movement will be given.
Step 4	<ol style="list-style-type: none"> <li>1. The principles of VWAY, outlier trades and exceptional events shall be applicable while constructing the benchmark curve on the basis of trades/primary issuances.</li> <li>2. In case of rating downgrade/credit event/change in liquidity or any other material event in Representative issuers, new Representative issuers will be identified. Also, in case there are two credit ratings, the lower rating to be considered.</li> <li>3. Residual tenure of the securities of representative issuers shall be used for construction of yield curve.</li> </ol>

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

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

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

**Note:**

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

### **ANNEXURE III**

#### **Valuation of AT-1 Bonds and Tier II Bonds Valuation as per SEBI circular dated March 22, 2021 and AMFI best practice guidelines dated March 24, 2021**

##### **I. Deemed Residual Maturity of Bonds**

Deemed Residual Maturity for the Purpose of Calculation of valuation as well as Macaulay Duration for existing as well as new perpetual bonds issued under Basel III framework will be as under:

Time Period	Deemed Residual Maturity of Basel III AT-1 Bonds (years)	Deemed Residual Maturity of Basel III Tier 2 Bonds (years)
March 31, 2023 onwards	100*	Contractual maturity

\* 100 years from the date of the issue of the bond

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

Macaulay Duration shall be calculated based on the deemed residual maturity as mentioned above:

1. If the issuer does not exercise call option for any ISIN, then maturity of bonds to be considered as 100 years from the date of issuance of AT-1 bonds and contractual maturity of Tier II Bonds for all the ISINs of the said issuer for the purpose of valuation and calculation of Macaulay Duration.
2. If the non-exercise of call option is due to financial stress or if there is any adverse news, the same must be reflected in the valuation.

## II. Guidelines for Valuation

### 1. Form two types of ISINs:

- a) Benchmark ISINs (a non-benchmark ISIN can be linked to only one benchmark ISIN. Currently, SBI ISINs happens to be the benchmark ISINs across all maturities for AT-1 Bonds.)
- b) Non-benchmark ISINs (Will be divided into multiple groups based on similar issuer and similar maturity).

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

- a) 15 working days for benchmark ISINs
- b) 30 working days for non-benchmark ISINs
- c) This will be revised to 7 working days for benchmark ISIN and 15 working days for non-benchmark ISINs from October 01, 2021.

### Note 1

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

## Note 2

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

## Note 3

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

## Note 4

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

## Annexure – IV Upfront Fees on Trade

1. Upfront fees on all trade (including primary market trades), by whatever name and manner called, would be considered by the valuation agencies for the purpose of valuation of the security.
2. Details of such upfront fees should be shared by the AMCs on the trade date to the valuation agencies as part of the trade reporting to enable them to arrive at the fair valuation for that date.
3. For the purpose of accounting, such upfront fees should be reduced from the cost of the investment in the scheme that made the investment.
4. In case upfront fees are received across multiple schemes, then such upfront fees should be shared on a pro-rata basis across such schemes.

## COMPUTATION OF NAV

### A. Policy of computation of NAV

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

The Net Assets Value (NAV) of the Units under the Scheme shall be calculated as shown below:

<b>NAV =</b> <b>(Rs. Per unit)</b>	Market Value of the scheme's investments + other assets (including accrued interest) - all liabilities except unit capital & reserves
	Number of units outstanding at the end of the day

For example, if the net assets of the Scheme are Rs.149,36,40,000 and units outstanding are 100,00,000, then the NAV per unit will be computed as follows: 149,36,40,000 / 10,00,00,000 = Rs. 14.94 per unit. (rounded off to two decimals).

The NAV shall be calculated up to two decimal places. However, the AMC reserves the right to declare the NAVs up to additional decimal places as it deems appropriate. Separate NAV will be calculated and disclosed for each Plan / Option. The NAVs will be calculated and disclosed on all the Business Days.

While determining the price of the units, the mutual fund shall ensure that the repurchase price of an open ended scheme is not lower than 97 per cent of the Net Asset Value.

Valuation of the scheme's assets, calculation of the scheme's NAV and the accounting policies & standards will be subject to such norms and guidelines that SEBI may prescribe from time to time. For the detailed Valuation Policy and the accounting policy of the AMC, please refer the Statement of Additional Information.

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

The security issued outside India and listed on the stock exchanges outside India shall be valued as follows:

The security issued outside India and listed on the stock exchanges outside India shall be valued at the closing price on the stock exchange at which it is listed. However, in case a security is listed on more than one stock exchange, the AMC reserves the right to determine the stock exchange, the price of which would be used for the purpose of valuation of that security. Any subsequent change in the reference stock exchange used for valuation will be backed by reasons for such change being recorded in writing by the AMC. Further in case of extreme volatility in the overseas markets, the securities listed in those markets may be valued on a fair value basis.

For securities that globally available for trading on the recognized stock exchanges, the closing prices of those securities shall be considered for valuation.

If a significant event has occurred after security prices were established for the computation of NAV of the Scheme, the AMC reserves the right to value the said securities on fair value basis.

When on a particular valuation day, a security has not been traded on the selected stock exchange; the security will be valued in accordance with SEBI guidelines applicable for security listed in India.

“If the security is listed in a time zone ahead of India, then the same day's closing price would be used for valuation. If the security is listed in a time zone behind India, then the previous days price would be used for valuation.”

On the Valuation Day, all assets and liabilities denominated in foreign currency will be valued in Indian Rupees at the exchange rate available on Bloomberg / Reuters / RBI. The Trustees reserve the right to change the source for determining the exchange rate.

The exchange gain/loss resulting from the aforesaid conversion shall be recognized as unrealized exchange gain/loss in the books of the Scheme on the day of valuation.

Further, the exchange gain / loss resulting from the settlement of assets / liabilities denominated in foreign currency shall be recognized as realized exchange gain / loss in the books of the scheme on the settlement of such assets /liabilities.

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

The AMC will calculate and disclose the first NAV of the Scheme within 5 business days from the date of allotment. Subsequently, the AMC will calculate and disclose the NAVs on all business Days. The AMC shall update the NAVs on its website ([www.samcomf.com](http://www.samcomf.com)) and of the Association of Mutual Funds in India (AMFI) ([www.amfiindia.com](http://www.amfiindia.com)) before 11.00 p.m. on every Business Day (subject to following exception).

In terms of clause 8.2 of SEBI Master Circular no. SEBI/HO/IMD/IMDPoD-1/P/CIR/2023/74 dated June 27, 2024, the AMC shall ensure that NAV of scheme is disclosed based on the value of underlying securities/ Funds as on the T day (i.e. date of investment in MF units in India). Accordingly, if the scheme has investment in Overseas securities, then the NAV shall be uploaded at AMFI before 10.00 a.m. on the immediately succeeding Business Day to capture same day price of underlying securities.

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

#### **A. Taxation on investing in Mutual Funds**

The tax benefits set out in the SAI are for general information purposes only, based on the law prevailing as at the date of this document and also incorporating the amendments made by the Finance Act, 2023 and do not constitute tax advice by Samco Mutual Fund. The tax information provided in the SAI does not purport to be a complete description of all potential taxes, incidence and risks inherent in subscribing to the Units of scheme(s) offered by Samco Mutual Fund. Investors should note that the fiscal rules/ tax laws may change from time to time and the current tax positions may not continue forever. The applicability of tax laws, if any, on Samco Mutual Fund /its Scheme(s)/ investments made by the Scheme(s) and/ or investors and/ or income attributable to, or distributions or other payments made to Unitholders are based on the understanding of the prevailing tax laws and could potentially be subject to different interpretations adopted by the relevant authorities resulting in tax liability being imposed on the Mutual Fund/ Scheme(s)/ Unitholders/ Trustee/ AMC.

In view of the individual nature of the tax consequences, each investor is advised to consult his/ her own professional tax advisor. The tax information contained in SAI should not be used for implementation of an investment strategy or construed as investment advice. Investors in their individual capacity should understand that they shall be fully responsible/ liable for any decision taken on the basis of this document. Neither the Mutual Fund nor the AMC nor any person connected with it

accepts any liability arising from the use of this information. Investors should study this SAI carefully in its entirety and should not construe the contents as an advice relating to taxation. Investors should consult professional advisors to determine possible tax, financial or other considerations of subscribing to or redeeming Units, before making a decision to invest/ redeem Units.

## I. Tax Benefits/Consequences to the Mutual Fund

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

## II. Tax Benefits / Consequences to Unit holders

### Incomes from units

Income in the nature of dividends distributed by mutual funds is taxable in the hands of unit holders under section 56 of the Act under the head 'Income from Other Sources' at the applicable rates given below. Further, the taxpayer can claim a deduction of interest expenditure only under section 57 of the Act which shall be restricted to 20% of the gross dividend income.

Type of Assessee	% of Income Tax
Individuals, HUFs, Association of Persons	Applicable Slab Rates
Domestic companies exercising option u/s 115BAA/ Domestic company having turnover/ receipts not exceeding Rs. 400 crores in financial year 2022-23*	22%/25%
Partnership Firms [including Limited Liability Partnerships ("LLPs")] & Indian Corporates & Domestic Company (other than above)	30%
Foreign Companies	35%

*\* A tax rate of 25% (plus applicable surcharge and health and education cess) is applicable in the case of domestic companies having total turnover or gross receipts not exceeding Rs. 400 crores in the financial year. Domestic companies may opt for a lower tax rate of 22% (plus fixed surcharge at the rate of 10% and health and education cess) (as per section 115BAA of the Act), subject to fulfilment of prescribed conditions. Further, new domestic manufacturing companies may opt for a lower tax rate of 15% (plus fixed surcharge at the rate of 10% and health and education cess) (as per section 115BAB of the Act), subject to fulfilment of prescribed conditions.*

Unless specifically stated, the income-tax rates specified above and elsewhere in this document are exclusive of the applicable surcharge and health and education cess of 4%.

**Levy of surcharge on tax for:**

a. Individuals/HUFs/AOPAJP/BOI is as under:

Total Income slabs	Rate of Surcharge
Rs. 5,000,001 to Rs. 10,000,000	10%
Rs. 10,000,001 to Rs. 20,000,000	15%
Rs. 20,000,001 to Rs. 50,000,000	25%*
Rs. 50,000,001 and above	37%**

*\*Where total income of the assessee exceeds Rs. 2 Crores and includes dividend income or any capital gains income referred to in section 111A, 112A or 112, surcharge to be levied on tax on such dividend / capital gains income shall be restricted to 15%. Further, where total income of an assessee, being a Specified Fund or a Foreign Institutional Investor as defined in Section 115AD, includes income from capital gains from transfer of securities, rate of surcharge on income tax on such income shall be restricted to 15%.*

*\*\*Rate of surcharge on income tax, if total income of assessee exceeds Rs. 5 crores, shall be restricted to 25%, if assessee pays tax as per under new regime (section 115BAC) for AY 2024-25 onwards.*

b. Partnership Firms, including Limited Liability Partnerships ('LLPs')  
Surcharge on tax of 12% applicable in case where total income exceeds  
Rs. 1 Crore

c. Indian companies

Particulars	Resident Company opting for Concessional Tax Regime		Resident Company not opting for Concessional Tax Regime					
	Category / Income Threshold (INR Mn)	Any company	New manufacturing company	Company with turnover up to Rs. 4,000 Mn* for FY 2021-22		Other companies		
				Upto 10 Mn	Above 10 Mn	Above 100 Mn	Upto 10 Mn	Above 10 Mn
Basic Tax Rate	22%	15%	25%	25%	25%	30%	30%	30%
Surcharge	10%	10%	-	7%	12%	-	7%	12%

c. Foreign Companies

The amount of income-tax shall be increased by a surcharge at the rate of 2% of such tax, where total income exceeds Rs. 1 Crore but not exceeding Rs. 10 Crore and at the rate of 5% of such tax, where total income exceeds Rs. 10 Crore.

**Securities Transaction Tax (STT)**

As per the taxation laws in force and Chapter VII of the Finance (No.2) Act, 2004 pertaining to Securities Transaction Tax (STT), the tax benefits! consequences as applicable to Samco Mutual Fund in respect of its Mutual Fund schemes and investors investing in the Units of its Mutual Fund Schemes [on the assumption that the units are not held as stock-in-trade] are stated as follows:

STT is levied on purchase or sale of unit of an equity-oriented fund entered in a recognized stock exchange. The responsibility for the collection of the STT and payment to the credit of the Government is with the Stock Exchange.

STT is also levied on sale of a unit of an equity-oriented fund. In such a case, the responsibility for the collection of the STT and payment to the credit of the Government is with the Mutual Fund.

STT is not applicable on purchase /sale / redemption of units other than equity oriented units. STT is not deductible for the computation of capital gains. However, if it is held that gains on the sale of securities are in the nature of business profits, then for the purpose of computing the business income, an amount equivalent to the STT paid on the transaction value will be allowed as a deduction from the gains earned, under section 36 of the Act.

The applicable rates of STT are as follows:

Sr. No	Nature of securities transaction	STT Rate	Payable by
1.	Purchase / Sale of equity shares on a recognized stock exchange, settled by actual delivery	0.1%	Purchaser / Seller
2.	Sale of units of an equity oriented mutual fund (delivery based) entered in a recognized stock exchange	0.001%	Seller
3.	Sale of units of an equity oriented mutual fund (non-delivery based) entered in a recognized stock exchange	0.025%	Seller
4.	Sale of a unit of an equity oriented fund to the Mutual Fund	0.001%	Seller
5.	Sale of unlisted equity shares under an offer for sale referred to in Section 97(13) (aa) under Chapter VII of the Finance (No. 2) Act, 2004	0.2%	Seller

The above STT shall not apply in respect of taxable securities transactions entered into by the following persons:

- a. any person for, or on behalf of, the New Pension System Trust referred to in clause (44) of section 10 of the Act; or
- d. any person on a recognized stock exchange located in an International Financial Services Centre where the consideration for such transaction is paid or payable in foreign currency.

### **Gains on transfer / redemption of units**

#### **Capital Gains**

The capital gains would be computed as under:

Sale consideration Rs. XXX  
 Less: Cost of acquisition (Note) Rs. XXX  
 Less: Expenses on such transfer Rs. XXX  
 Capital gains Rs. XXX

**Note:1:** In case of computation of long-term capital gains, option of indexation of cost may be available, as applicable.

**Note 2:** This would include only expenses relating to transfer of units. Period of holding for short term capital asset in respect of units of equity-oriented mutual fund schemes is less than or equal to 12 months and in case of units other than equity-oriented mutual fund and specified mutual fund, is less than or equal to 36 months. A capital asset other than a short term capital asset is considered as long-term capital asset. In case of ELSS, the units are subject to a lock-in period of 3 years. Accordingly, any sale of units after this lock-in period will qualify as a longterm capital gain.

#### **Long term capital gains**

In case of Equity Oriented Mutual Fund, including ELSS Capital gains arising on transfer or redemption of units of an equity-oriented Mutual fund shall be regarded as long-term capital gains if such units are held for a period of more than 12 months, immediately preceding the date of transfer.

In case of ELSS, the units are subject to a lock-in of 3 years. Accordingly, gains from sale of units after such lock-in will be long-term capital gains.

With effect from 1 April 2024, long term capital gains on transfer of units of equity-oriented mutual fund upto Rs. 1.25 lakh would be exempt from tax. Gains above Rs 1.25 Lakh will be taxable @10% upto 22 July 2024 and 12.5% thereafter. The rates will be further be increased by applicable surcharge and cess.

Benefit of the computation of gains in foreign currency shall not be available on such gains and the cost of acquisition of units of equity oriented mutual fund shall be higher of:

- Actual cost of acquisition; and
- Lower of:
  - a. Fair market value as on 31 January 2018; and
  - b. Value of consideration received upon transfer.

For this purpose “fair market value” shall mean:

- (i) in a case where the capital asset is listed on any recognized stock exchange as on the 31 January, 2018, the highest price of the capital asset quoted on such exchange on the said date. Provided that where there is no trading in such asset on such exchange on the 31 January, 2018, the highest price of such asset on such exchange on a date immediately preceding the 31st day of January, 2018 when such asset was traded on such exchange shall be the fair market value;
- (ii) in a case where the capital asset is a unit which is not listed on a recognized stock exchange as on the 31 January, 2018, the net asset value of such unit as on the said date.

**In case of other than Equity Oriented Mutual Fund and specified mutual fund, including Money Market mutual fund or a Liquid Fund**

Capital gains arising on transfer or redemption of “other than units of an equity oriented mutual fund and specified mutual fund” should be regarded as long term capital gains, if such units are held for a period of more than 36 months immediately preceding the date of such transfer and is taxable @ 20% (plus applicable surcharge and cess) after indexation benefit, provided the transfer or redemption took place prior to 23 July 2024.

Gains arising on transfer or redemption of such units on or after 23 July 2024 would be treated as long term capital gains if held for more than 24 months and would be subjected to tax @12.5% (plus applicable surcharge and cess) and without any indexation benefit.

Furthermore, capital gains on the transfer or redemption of capital assets, being unlisted securities other than units, should be regarded as long term capital gains, if such securities are held for a period of more than 36 months immediately preceding the date of such transfer and will be taxable @10% (plus applicable surcharge and cess) in the case of non-residents without taking benefit of foreign currency fluctuation and indexation, provided the transfer or redemption takes place prior to 23 July 2024.

Gains arising on transfer or redemption of securities on or after 23 July 2024 would be treated as long term capital gains if held for more than 24 months and would be subjected to tax @12.5% (plus applicable surcharge and cess) and without any foreign currency fluctuation and indexation benefit.

The rates as mentioned above would be applicable to Offshore Fund and FPI as per section 115AB and 115AD of the Income Tax Act, 1961.

In cases where the taxable income as reduced by long-term capital gains of a resident individual or HUF is below the taxable limit, the long-term capital gain will be reduced to the extent of such shortfall and only the balance long-term capital gain will be chargeable to Income-tax.

The deductions are available from long-term capital gains arising on sale of mutual fund units, if the sale proceeds are invested as per section 54 and 54EE of the Income Tax Act, 1961.

### **In case of Specified Mutual Fund**

Any capital gain from sale of units of “specified mutual fund” acquired on or after 1 April 2023 are to be taxed as short-term capital gains irrespective of the period of holding of such units.

For this purpose, specified mutual fund is defined as one whose investments in equity shares of domestic companies is not more than 35 per cent of its total proceeds. With effect from 1 April 2025, the definition of ‘Specified Mutual Fund’ has been modified. As per the revised definition, a specified mutual fund is a fund which invests more than sixty-five per cent of its total proceeds in debt and money market instruments. Further, in case of fund of fund, a fund of fund which invests sixty-five per cent or more of its total proceeds in units of a first mentioned fund.

### **Short-term Capital Gains**

#### **In case of Equity Oriented Fund**

Short-term capital gains arising from transfer of units of an equity oriented mutual fund (subjected to STT) prior to 23 July 2024 will be charged to tax under section 111A of the Act @ 15% (plus applicable surcharge and cess). Transfer on or after 23 July 2024 will be taxable at 20% (plus applicable surcharge and cess) The mutual fund will recover STT from the unit holder at the applicable rates when the units are repurchased by the mutual fund / redeemed by the investor.

#### **In case of other than Equity Oriented Mutual Fund and Specified Mutual Fund, including Money Market mutual fund or a Liquid Fund**

Short term capital gains arising from the transfer of units of schemes other than equity-oriented scheme will be chargeable to tax as under:

Short term capital gains are taxed at the normal tax rates applicable to each unit holder. In case where the taxable income as reduced by short-term capital gains of a resident individual or HUF is below the taxable limit, the Short-term Capital gain will be reduced to the extent of such shortfall and only the balance short-term capital gain is chargeable to Income-tax.

### **Capital losses**

Losses under the head capital gains cannot be set off against income under any other head. Further, within the head capital gains, losses arising from the transfer of long term capital assets cannot be adjusted against gains arising from the transfer of a short term capital asset. However, losses arising from the transfer of short term capital assets can be adjusted against gains arising from the transfer of either a long term or a short term capital asset.

Unabsorbed long term capital losses can be carried forward and set off against the long term capital gains arising in any of the subsequent eight assessment years. Unabsorbed short term capital losses can be carried forward and set off against the income under the head capital gains in any of the subsequent eight assessment years.

### **Provisions relating to dividend stripping & bonus stripping**

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

In the Finance Act, 2022 the said provision is applicable to securities as well and the definition of unit has also been modified, so as to include units of business trusts and AIF, within the definition of units.

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

In the Finance Act, 2022, sub-section 8 of the section 94 has modified the definition of unit, so as to include units of business trusts and AIF, within the definition of units.

### **Minimum Alternative Tax/Alternate Minimum Tax**

The income on the transfer of Mutual Fund units by a company would be taken into account in computing the book profits and Minimum Alternative Tax ('MAT'), if any, under section 115JB of the Act.

Income of a foreign company in respect of capital gains on transactions in securities (as defined under Securities Contract Regulation Act), as well as corresponding expenses, are to be excluded while computing income under minimum alternate tax provisions, if tax payable thereon is less than 15% (plus surcharge and health and education cess) [MAT should not apply in case of domestic companies exercising option under section 115BAA and section 115BAB of the Act].

The taxable income on transfer of Mutual Fund units would be taken into account in computing the Adjusted Total Income and Alternate Minimum Tax, if any, under section 115JC of the Act. [Section 115JC is applicable to all persons other than company which has claimed any deduction under Chapter VI-A under the heading 'C- Deductions in respect of certain incomes' (other than section 80P) or section 10AA].

An amendment has been made vide the Finance Act, 2016, to clarify that MAT provisions should not be applicable to a foreign company with retrospective effect from financial year 2001-2002, if:

- it is resident of a country with which India has a DTA, and it does not have a permanent establishment in India, in accordance with the provisions of the relevant DTA; or
- it is resident of a country with which India does not have a DTA, and it is not required to seek registration under Indian corporate laws.

## **Tax Deduction at Source**

### **A. On income distributed by mutual funds Resident Unit holders:**

As per section 194K of the Act, any person responsible for paying to a resident any income in respect of units of a Mutual Fund specified under clause (23D) of section 10 shall, at the time of credit of such income to the account of the payee or at the time of payment thereof by any mode, whichever is earlier, deduct income-tax thereon at the 10% on income (in excess of Rs. 10,000 as proposed to be amended by FB 2025). It has been clarified that the provisions of section 194K of the Act shall apply only in respect of income in the nature of dividends distributed by the mutual fund and shall not apply in respect of income which is in the nature of capital gains on units of mutual fund.

### **Non-resident Unit holders:**

Section 196A of the Act requires mutual fund to withhold taxes on income in respect of units at the rate of 20% (plus applicable surcharge and health and education cess) or the rates provided in the tax treaty on any income paid to a non-resident.

### **B. On income in the nature of capital gains**

#### **Resident Unit holders:**

No income tax is required to be deducted at source from capital gains arising on transfer of units by resident unit holders.

#### **In the case of other than equity-oriented fund**

##### **1. Non-resident Individual Unit holders:**

Tax is required to be deducted at source on payment of any sum chargeable under the provisions of the Act to a non-resident under section 195 of the Act at the following rates:

- On income by way of long-term capital gains @ 20% (plus applicable surcharge and health and education cess). Furthermore, on income by way of long-term capital gains @ 10% on transfer of capital assets, being unlisted securities, computed without giving effect to the first & second proviso of section 48 of the Act i.e. without taking benefit of foreign currency fluctuation and indexation benefit.

- On income by way of short-term capital gains @ 30% (plus applicable surcharge and health and education cess).

A non-resident, eligible to claim treaty benefits, would be governed by the provisions of the Act to the extent that they are more beneficial. Accordingly, tax should be withheld as per the provisions of the Act or the provisions of the relevant Double Taxation Avoidance Agreement ('DTAA'), whichever is more beneficial to the assessee. However, the Unit holder will be required to provide appropriate documents to the Fund in order to be entitled to a beneficial rate under such DTAA. As per section 90(4) of the Act, a non-resident shall not be entitled to claim treaty benefits, unless the non-resident obtains a Tax Residency Certificate ('TRC') of being a resident of his home country. Furthermore, as per section 90(5) of the Act, non-residents are also required to provide other information in the prescribed Form 10F.

**Applicability of higher tax deducted / collected at source rates where return of income is not filed**

The Finance Act, 2021, has inserted new Section 206AB which is effective from July 01, 2021, where tax shall be deducted at higher of the following rates at the time of payment to specified person:

- a. twice the rate specified in the relevant provision of the Act; or
- b. twice the rate or rates in force; or
- c. the rate of 5%

Where the provisions of section 206AA of the Act is applicable, tax shall be deducted at the higher rate as provided under section 206AA and 206AB of the Act.

Section 206CCA of the Act inserted by the Finance Act, 2021 states that tax should be collected at the higher of the following rates at the time of payment to a specified person:

- a. at twice the rate specified in the relevant provision of the Act; or
- b. at the rate of 5%.

The rate of TCS under section 206CCA shall not exceed 20% as amended by Finance Act 2023 w.e.f. 1 July 2023.

For the purposes of section 206AB and 206CCA of the Act, specified person means person who has not filed tax return for the previous year immediately before the year in which tax is required to be deducted or collected and time limit for filing such tax returns has expired; and aggregate of TDS and TCS in previous year exceeds Rs. 50,000.

It is provided that specified person shall not include a non-resident who does not have a permanent establishment in India or to a person who is not required to furnish the return of income and who is notified by the Central Government in the official gazette in this behalf.

**PAN Aadhaar linking:**

As per Section 139AA of the Income Tax Act, 1961 read with CDBT circular 7 of 2022 dated March 30, 2022, where a person who has been allotted PAN as on the 1st day of July, 2017,

and who is eligible to obtain Aadhaar number has failed to intimate / link Aadhaar with PAN on or before 30th June 2023, the PAN of such person shall become inoperative immediately after the said date. Once a person's PAN becomes inoperative, TDS at the higher rate of 20% shall be applicable in addition to other consequences under the Act.

### **Clubbing of income**

Subject to the provisions of section 64(1A) of the Act, taxable income accruing or arising in the case of a minor child ((not being a minor child suffering from disability specified in section 80U) shall be included in the income of the parent whose total income is greater or where the marriage of the parents does not subsist, in the income of that parent who maintains the minor child. An exemption under section 10(32) of the Act, is granted to the parent in whose hand the income is included up to Rs. 1,500/- per minor child. When the child attains majority, the tax liability will be on the child.

### **Deduction under section 80C**

As per section 80C, and subject to the provisions, an individual / HUF is entitled to a deduction from Gross Total Income up to Rs. 1,50,000/- (along with other prescribed investments) for amounts invested in units of a mutual fund referred to in section 10(23D) of the Act, under Equity Linked Savings Schemes (ELSS) or any plan formulated in accordance with such scheme as the Central Government may notify.

### **OTHER BENEFITS**

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

## **B. Legal Information**

### **1. Nomination Facility**

In terms of Regulation 29A of the SEBI (Mutual Funds) Regulations, the Unitholders have an option for making nomination and such nomination shall be subject to Personal laws applicable to the Unitholders. In terms clause 17.16 of Master Circular, it is mandatory for individual investors subscribing to mutual fund units, to either provide nomination details or opt out of nomination in prescribed format. The AMC provides an option to the investor(s)/ Unit holder(s) to nominate (in the manner prescribed under the SEBI (MF) Regulations, 1996) in whom the Units shall vest in the event of the death of the Unitholder(s) subject to the satisfactory completion of certain necessary formalities as may be prescribed by the AMC. Through this facility the AMC is not in any way attempting to grant any rights other than those granted by law to the nominee(s). A nomination in respect of the Units does not create any title or beneficial interest in the property after the death of the Unitholder. The nominee(s) shall receive the Units only as an agent/trustee for the legal heirs or legatees of the deceased Unitholder as the case may be. Transmission of Units in favour of the nominee(s) shall be a valid discharge by the AMC/Mutual Fund of its liability towards the estate of the deceased Unitholder(s) and his/her/ their successors/legal heirs. It is however clarified that the Mutual Fund/AMC will not be bound to transmit the Units in favour of the nominee if it

becomes aware of any dispute in relation to the nominee's entitlement to the Units. In the event the Mutual fund/AMC/Trustee incurs or suffers any claim, demand, liabilities, including claims and demands in respect of any prospective or retrospective tax liability, proceedings or actions are filed or initiated against any of them in respect of or in connection with the nomination, the Mutual fund/ AMC/Trust shall be entitled to be indemnified absolutely for any loss, expenses, costs and charges that any of them may suffer or incur.

Nomination Form shall be required for all folios held in the name of single individual investors or where there is Joint holding. Provided that, if any single individual investor does not wish to nominate, such investor shall be required to confirm the same at the time of making an application. Where the Units are held jointly, all the Joint holders are required to jointly nominate one or more persons (not exceeding three) in whom the Units shall vest in the event of death of all the Joint holders. Unitholders can, by filing fresh nomination form, make a fresh nomination which will supersede all existing nominations in the folio. In case of Joint holders, request for nomination/ cancellation of nomination, (whether the mode of holding is 'joint' or 'either or survivor') all the Joint holders are required to sign such request.

Non individual Unitholder(s)/investors including society, trust (other than a religious or charitable trust), body corporate, company, AOP, BOI, bank, FPI, partnership firm, Karta of Hindu Undivided Family, holder of Power of Attorney cannot nominate. A nomination cannot be made in favour of a trust (save and except a religious or charitable trust), society, body corporate, partnership firm, Karta of Hindu Undivided Family or a Power of Attorney holder. A nomination may be made in favour of a non-resident Indian/person or Indian origin/overseas citizen of India subject to the compliance by the Unitholder/investor of the applicable laws including the rules and regulations prescribed under the Foreign Exchange Management Act, 1999, as may be applicable and in force from time to time.

Minor(s) can be nominated and in such cases, the name, address and signature of the natural parent/legal guardian representing such minor nominee(s) shall be provided by the Unitholder. Nomination can also be made in favour of the Central Government, State Government, local authority, any person designated by virtue of his office or a religious or charitable trust.

The following terms and conditions have to be complied with by the Unitholder/investor who wishes to nominate a person in whom the Units shall vest in the event of death of the Unitholder(s):

- a) Nomination shall be mandatory for new folios / accounts opened by individual especially with sole holding and no new folios / accounts for individuals in single holding should be opened without nomination.
- b) Those investors who do not wish to nominate must sign separately on the application form, confirming their non-intention to nominate. Where nominee details and non-intention to nominate both are mentioned, intention to nominate will be considered as "Default". Folio in such case will be updated with Nominee.
- c) Nomination by a Unitholder shall be applicable for all the investments in all schemes held under a particular folio i.e. if nomination is registered at the Folio level, then it will be applicable for all investments in all Schemes under the said Folio.

- d) In case a folio has Joint holders, all Joint holders should sign the request for nomination/cancellation of nomination, even if the mode of holding is 'either or survivor'.
- e) Every new nomination for a folio will supersede all the existing nomination.
- f) Nomination is not permissible for a folio held on behalf of a minor Unitholder.
- g) Nomination can be made for maximum of three nominees. In case of multiple nominations under the same folio, the Unitholder(s) must clearly and unambiguously specify the exact share of each of the nominees as a percentage of the Units held by the Unitholder(s) making a total of 100%.
- h) In absence of such clear and unambiguous indication by the Unitholder regarding the exact share of each of the nominees, it will be assumed that the Unitholder(s) has opted for the Default Option where the Units to be allocated equally among all the nominees and settled accordingly.
- i) In case of multiple nominees, on the death of one or more nominee, the transmission of units shall be made in favour of the remaining nominee(s).
- j) Cancellation of nomination registered with the AMC/Mutual Fund can be made only by those Unitholder(s) who hold Units on their own behalf either singly or jointly and who had made the original nomination. On cancellation of existing nomination, the nomination shall stand rescinded and the Mutual Fund/AMC shall not be under any obligation to transmit the Units in favour of the nominee(s).
- k) Any transfer/transmission of Units to any other person shall also result in automatic cancellation of the nomination and the Mutual Fund/AMC shall not be under any obligation to transmit the Units in favour of the nominee(s).
- l) 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).
- m) For Units of the Scheme(s) held in demat mode** - the nomination details provided by the Unitholder to the Depository will be applicable to the Units of the Scheme. Such nomination including any variation, cancellation or substitution of Nominee(s) shall be governed by the rules and bye-laws of the Depository.

## 2. Prevention of Money Laundering

Prevention of Money Laundering Act, 2002 (hereinafter referred to as "PML Act") came into effect from July 1, 2005 vide Notification No. GSR 436(E) dated July 1, 2005 issued by Department of Revenue, Ministry of Finance, Government of India. SEBI vide Circular No. CIR/ISD/AML/3/2010 dated December 31, 2010 issued a 'Master Circular on Anti Money Laundering (AML) Standards/Combating the Financing of Terrorism (CFT)/Obligations of Securities Market Intermediaries under the Prevention of Money Laundering Act, 2002' which has been most recently updated on February 03, 2023 consolidating all the requirements/instructions/obligations of Securities Market Intermediaries issued under the various circulars issued by SEBI with regard to AML/CFT up to date, whereby all intermediaries are advised to take necessary steps to ensure compliance with the requirement of the PML Act inter-alia for the maintenance and preservation of records and reporting of information relating to cash and suspicious transactions to Financial Intelligence Unit-India (FIU-IND), New Delhi.

The investor(s) should ensure that the amount invested in the schemes of Samco Mutual Fund is through legitimate sources only and does not involve and is not designated for the purpose of any contravention or evasion of the provisions of the Income Tax Act, Prevention of Money Laundering Act, Prevention of Corruption Act and/or any other laws in force in India from time to time or any rules, regulations, notifications or directions issued thereunder.

To ensure appropriate identification of the investor(s)/ Unitholder(s) under the KYC policy and with a view to monitor transactions for the prevention of money laundering, the AMC/the Mutual Fund reserves the right to seek information, record investor's/Unitholder's telephonic calls and/or obtain and retain documentation for establishing the identity of the investor/Unitholder, their beneficial owner(s), proof of residence, source of funds, etc. It may re-verify identity and obtain any incomplete or additional information for this purpose as the case may be.

The investor(s)/Unitholder(s) shall provide such documents to the satisfaction of the AMC as may be required from time to time for the verification/identification of the investor(s)/ Unitholder(s)/any transaction by the AMC/Mutual Fund. If the investor(s)/Unitholder(s) refuses/fails to provide to the AMC, the required documents/information within the period specified, the AMC, shall have the sole and absolute discretion to freeze the folio(s) of the investor(s)/Unitholder(s), reject any application(s)/ allotment of Units and report the details of such investor/ Unitholder/transaction to appropriate authority. The Mutual Fund, AMC, Trustee Company and its Directors, employees and agents shall not be liable in any manner for any claims arising whatsoever on account of such freezing of folio(s)/rejection of any application/allotment of Units and/or reporting the same to appropriate authorities.

### **3. Know Your Customer (KYC)**

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

In order to bring about uniformity in the Know Your Customer (KYC) process in the securities market, Common KYC Application form and supporting documents shall be used by all SEBI registered intermediaries viz. intermediaries viz. Mutual Funds, Portfolio Managers, Depository Participants, Stock Brokers, Venture Capital Funds, Collective Investors Schemes, etc. Further, to avoid duplication of KYC process across SEBI registered intermediaries, a mechanism for centralization of the KYC records in the securities market has been developed.

Accordingly, the AMC/Fund will be performing the initial KYC of investors/Unitholders and upload the details on the system of the KYC Registration Agency (KRA). The data from the KRA shall be checked and passed onto the Central Registry of Securitization Asset Reconstruction and Security Interest (CERSAI) for generation of the KYC Identification number (KIN) of the investor. The KYC details of the client can be accessed by other intermediaries by accessing the KRA system. As a result, once the client has done KYC with a SEBI registered intermediary, he need not undergo the same process again with another intermediary. For regulating KRAs, SEBI has formulated the KYC Registration Agency (KRA) Regulations, 2011 which covers the registration of KRAs, functions and responsibilities of the KRAs and intermediaries, code of conduct, data security, etc.

In-Person' Verification (IPV) of clients has been made mandatory for all SEBI registered intermediaries. Asset Management Companies (AMCs) and the distributors who comply with the certification process of National Institute of Securities Market (NISM) or Association of Mutual Funds (AMFI) and have undergone the process of 'Know Your Distributor (KYD)' can perform the IPV for mutual fund investors. However, where applications are received by the mutual funds directly from the clients (i.e. not through any distributor), the IPV performed by the scheduled commercial banks can be relied on. The IPV carried out by any SEBI registered intermediary can be relied upon.

Since PAN is not mandatory for (a) Investment (including SIP) upto Rs. 50,000 per year per investor and (b) Investments from Investors residing in state of Sikkim, KYC through CVL will not apply. In such cases, KYC will be performed by the AMC/R&TA directly.

Units held in physical (non-demat) form Investors should note that KYC is mandatory for all subscription(s) viz.- Purchases, Switches, Registration of systematic transactions such as SIP/SWP/STP/IDCW Transfer etc.; irrespective of the amount of investment to be KYC Compliant.

Investors should quote the valid KYC Compliance Status and attach proof of KYC Compliance viz. KYC Acknowledgement Letter/Printout of KYC Compliance Status downloaded from the website [www.cvlindia.com/www.cvlkra.com](http://www.cvlindia.com/www.cvlkra.com) using the PAN.

Further, it is also mandatory for the Third Party (i.e., any person making payment towards subscription of Units in the name of the Beneficial Investor) to quote the KYC Compliance Status and attach proof of KYC Compliance.

All investors (both individual and non-individual) can apply for KYC compliance. However, applicants should note that minors cannot apply for KYC compliance and any investment in the name of minors should be through parent/legal Guardian, who should be KYC compliant for the purpose of investing with a Mutual Fund. Also, applicants/Unitholders intending to apply for Units/ currently holding Units and operating their Mutual Fund folios through a Power of Attorney (PoA) must ensure that the issuer of the PoA and the holder of the PoA must mention their KYC compliance status at the time of investment. PoA holders are not permitted to apply for KYC compliance on behalf of the issuer of the PoA. Separate procedures are prescribed for change in name, address and other KYC related details, should the applicant desire to change such information.

**Financial transactions (including subscription, redemptions, switches and all types of systematic plans) and non-financial requests will not be processed if the Unitholders have not completed KYC requirements.**

Unitholders are advised to use the applicable KYC Form for completing the KYC requirements and submit the form at the point of acceptance. Further, upon updation of PAN details with the KRA (KRA-KYC) / CERSAI (CKYC), the unit holders are requested to intimate the AMC/ Registrar and Transfer Agent their PAN information along with the folio details for updation in the records. For applicants who subscribe to the Units through Stock Exchange facility, the KYC performed by the Depository Participant of the applicants will be considered as KYC verification done by the Trustee/AMC. For Units held in demat form, the KYC performed by the Depository Participant of the applicants will be considered as KYC verification done by the Trustee/AMC.

#### 4. Transfer and Transmission of units

The Unit holders are given an option to hold the Units by way of an Account Statement (physical form) or in Dematerialized (demat form). Units held in Demat form are transferable (subject to lock-in period, if any and subject to lien, if any marked on the units) in accordance with the provisions of SEBI (Depositories and Participants) Regulations, 2018, as may be amended from time to time. Transfer can be made only in favor of transferees who are capable of holding Units and having a Demat Account. The delivery instructions for transfer of Units will have to be lodged with the DP in requisite form as may be required from time to time and transfer will be effected in accordance with such rules / regulations as may be in force governing transfer of securities in dematerialized mode. Further, for the procedure of release of lien, the investors shall contact their respective DP.

Since, any addition/deletion of name(s) from a folio is deemed as transfer of Units, additions/deletions of names are not allowed in any folio(s) of any Scheme offered by the Mutual Fund. However, 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 favor of the Fund and the AMC, shall be registered as a Unit holder if the transferee is otherwise eligible to hold the Units.

### **Transfer of Units held in non- demat mode i.e. Statement of Account (“SoA”) mode**

Pursuant to AMFI Best Practice Guideline No. 135/ BP/116/ 2024-25 dated August 14, 2024, the facility for transfer of units held in non-demmat (SoA) mode shall be available to individual unitholders falling under the following three categories:

- Surviving joint unitholder, who wants to add new joint holder(s) in the folio upon demise of one or more joint unitholder(s).
- A nominee of a deceased unitholder, who wants to transfer the units to the legal heirs of the deceased unitholder, post the transmission of units in the name of the nominee.
- A minor unitholder who has turned a major and has changed his/her status from minor to major, wants to add the name of the parent / guardian, sibling, spouse etc. in the folio as joint holder(s).

### **The process/guidelines for transfer of units held in non-demmat (SoA) mode is as follows:**

- The facility for transfer of units held in SoA mode shall be made available under all the mutual fund schemes, except ETFs.
- Partial transfer of units held in a folio shall be allowed. However, if the balance units in the transferor's folio falls below specified threshold / minimum number of units as specified in the SID of the respective schemes, such residual units shall be compulsorily redeemed, and the redemption amount will be paid to the transferor.
- If the request for transfer of units is lodged on the record date, the IDCW payout/ reinvestment shall be made to the transferor.
- In order to mitigate the risk, redemption under the transferred units shall not be allowed for 10 days from the date of transfer. This will enable the investor to revert in case the transfer is initiated fraudulently.
- In order, to be eligible to apply for transfer of units held in SoA mode, the surviving unit holder /nominee/minor unitholder who has turned major, will need to first

complete the required process for transmission of units or change of status from minor to major (as the case may be), after submission of required forms / documents and should be registered as the rightful unitholder of the units in the folio.

6. There should be no “lien” or freeze on the units being transferred for any reason whatsoever. Also, the Units should not be under any lock-in period.
7. The transferee(s) should mandatorily be:
  - be an individual / individual(s).
  - have a valid folio\* in the mutual fund in which the transferor wishes to transfer the units.
  - be KYC compliant with “KYC validated” status.
  - have valid PAN
  - have/provide a valid CBS Bank account details of the transferee/ 1st named transferee (in case of more than one transferee).
  - have a valid email address and mobile number.
  - have submitted duly completed Nomination form or Opt-out declaration.
  - should be eligible to hold the Units as per the respective SID.
  - fulfil any other regulatory requirement as may be applicable.

\* Note: If the transferee(s) does not / do not have an existing folio in the concerned mutual fund, the transferee(s) shall be required to first open a ‘Zero Balance Folio’ with the concerned mutual fund

8. The primary holder, Plan, Option, and the ARN (in case of Regular Plan) in the transferor's Folio shall remain unchanged upon transfer of units in the transferee folio.
9. The facility for transfer of units held in SoA mode shall be available only through online mode via the transaction portals of the RTAs and the MF Central, i.e., the transfer of units held in SoA mode shall not be allowed through physical/ paper-based mode or via the stock exchange platforms, MFU, channel partners and EOPs etc.
10. The Stamp duty for transfer of units, if/where applicable, shall be payable by the transferor. The stamp duty if/where applicable, shall be collected by the RTA from the transferor through online mode by ensuring that the payment is received from the bank account registered in the folio.
11. For the purpose of calculation of the amount of stamp duty, the consideration value will be calculated as per the last available NAV (irrespective of the amount of consideration mentioned by the transferor in the transfer request).
12. The RTA system will validate the details of KYC + PAN status of the transferee(s) and compliance with all other mandatory requirements.
13. If the folios of both the transferor and the transferee are found to be eligible for transfer, the RTA shall send an OTP to the mobile number/s and email id/s of the transferor/s on the registered contact details. If the OTP is not validated within specified time (say 30 minutes), the transaction shall be aborted and the transfer request shall be automatically rejected, and a suitable message shall be displayed on the screen, and simultaneously the transferor shall also be notified via email and SMS.
14. Post verification the RTA shall effect the transfer of units into the folio of the transferee within 2 working days.
15. The transfer of units will be processed on FIFO basis.

### Processing of Transmission-cum-transaction requests:

If an investor submits either a financial or non-financial transaction request along with transmission request, then such transaction requests will be processed after the Units are transferred in the name of new unit holder and only upon subsequent submission of fresh request from the new unit holder post transmission. Under normal circumstances, the Fund will endeavor to process the transmission request within 10 business days, subject to receipt of complete documentation as applicable. The AMC reserves the right to insist on transmission along with redemption request by the claimant at any point deemed necessary.

## 5. Duration of the Schemes/Plans

- a) In case of open ended/interval scheme, the duration of the schemes shall be perpetual.
- b) In case if close ended schemes, the duration of the schemes will be for a fixed term and a maturity date as mentioned in the respective Scheme Information Document (SID). However, the Fund may convert the Scheme/Plan after the Maturity Date/Final Redemption Date into an open-ended Scheme/Plan in accordance with the SEBI (MF) Regulations. The close-ended Scheme/Plan may be converted into open-ended scheme, i) if the SID of such Scheme/Plan disclose the option and the period of such conversion; or ii) the Unitholders of such close-ended Scheme/ Plan are provided with an option to redeem their Units in full before such conversion. Further, close ended scheme may be allowed to be rolled over if the purpose, period and other terms of the roll over and all other material details of the scheme including the likely composition of assets immediately before the roll over, the net assets and net asset value of the scheme, are disclosed to the Unitholders and a copy of the same has been filed with SEBI. Such roll over will be permitted only in case of those Unitholders who express their consent in writing and the Unitholders who do not opt for the roll over and/or have not given their written consent shall be allowed to redeem their units in full at NAV based price.

## 6. Winding up of the Schemes/Plans

The AMC, the Fund and the Trustees reserve the right to make such changes / alterations to the Scheme (including the charging of fees and expenses) to the extent permitted by the applicable Regulations. In terms of the Regulations, a scheme may be wound up after repaying the amount due to the Unitholders:

- On the happening of any event, which in the opinion of the Trustees, requires the Scheme to be wound up.

In case of winding up of the Scheme on account of above, the units of the units of the Scheme shall be listed on recognized stock exchange, subject to compliance with listing formalities as stipulated by the stock exchange. However, pursuant to listing, trading on stock exchange mechanism will not be mandatory for investors, rather, if they so desire, may avail an optional channel to exit provided to them.

Initially, trading in units of such a listed scheme that is under the process of winding up, shall be in dematerialized form. AMCs shall enable transfer of such units which are held in form of Statement of Account / unit certificates.

Further, The AMC, its sponsor, employees of AMC and Trustee shall not be permitted to transact (buy or sell) in the units of such schemes that are under the process of being wound up.

- If seventy-five per cent (75%) of the Unitholders of the Scheme pass a resolution that the Scheme be wound up; or
- If SEBI so directs in the interest of the Unitholders.
- Further in case of non-fulfillment of clause 6.11 of Master Circular relating to Minimum Number of Investors in Scheme(s)/Plans of Mutual Funds the provisions of Regulation 39(2) (c) of SEBI (MF) Regulations, 1996 would become applicable automatically without any reference from SEBI. Accordingly, the scheme(s) shall be wound up by following the guidelines laid down by SEBI. Please refer to the SIDs of respective scheme(s) for more details.

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

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

In case a scheme is to be wound up on the happening of any event (which in the opinion of the Trustees, requires the Scheme to be wound up), the trustees shall obtain consent of the unit holders participating in the voting by simple majority on the basis of one vote per unit and publish the results of voting within forty five days from the publication of aforesaid notice.

In case the trustees fail to obtain the required consent of the unitholders, the schemes shall be reopened for business activities from the second business day after publication of results of the voting.

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

a) Cease to carry on any business activities in respect of the Scheme so wound up.

b) Cease to create or cancel Units in the Scheme.

c) Cease to issue or redeem Units in the Scheme.

**d) Procedure and Manner of Winding up**

- The Trustees shall call a meeting of the Unitholders of the Scheme to approve by simple majority of the Unitholders present and voting at the meeting, resolution for authorizing the Trustees or any other person to take steps for the winding up of the Scheme. Provided that a meeting shall not be necessary if the Scheme(s) is/are wound up at the end of the maturity period.
- The Trustees or the person authorized as above, shall dispose of the assets of the Scheme concerned in the best interest of the Unitholders 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 Scheme, and after meeting the expenses connected with such winding up, the balance shall be paid to the Unitholders in proportion to their respective interest in the assets of the Scheme, 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 Unitholders, a report on the winding up, detailing the circumstances leading to the winding up, the steps taken for disposal of the assets of the Scheme before winding

up, expenses of the Scheme for winding up, net assets available for distribution to the Unitholders and a certificate from the auditors of the Fund.

- Notwithstanding anything contained herein above, the provisions of the Regulations in respect of disclosures of half-yearly reports and annual reports shall continue to be applicable, until winding up is completed or the Scheme ceases to exist.
- After the receipt of the report referred to above, if SEBI is satisfied that all measures for winding up of the Scheme have been complied with, the Scheme shall cease to exist.

## 7. Lien/pledge of units

The Units standing to the credit of the Unit holder under the Scheme(s) (subject to completion of Lock-in Period, if any) may be offered by the Unitholder as security in favour of scheduled banks, financial institutions, nonbanking finance companies (NBFC's) or any other persons ("Lender") subject to applicable SEBI Regulations and other laws, provided such Lenders are eligible to hold the Units.

Upon a specific authorisation request made by the Unitholder (to be signed by all Unitholders, in case the mode of holding is joint or either or survivor) and completion of necessary documentary formalities, the Mutual Fund/AMC will instruct the Registrar to mark a pledge/lien on the Units in favour of the Lender on the Units as may be requested by the Unitholder.

A standard form for this purpose is available on request from any of the ISCs. Disbursement/sanctioning of loans/facilities will be at the sole discretion of the Lender and the Mutual Fund/AMC assumes no responsibility thereof.

The Unitholder will not be able to redeem/switch-out the Units that are pledged/lien marked in favour of the Lender until the Mutual Fund/AMC receives a written authorization from the Lender that the Unitholder has been absolved of the financial obligations and that the pledge/lien may be removed/vacated.

As long as the Units are pledged/lien marked, the Lender will have complete authority to redeem/transact in respect of such Units. If by enforcing the pledge/lien, the Lender seeks to transfer the Units in its own name, then in such event the Mutual Fund/AMC shall be obliged to comply with the said request, provided the Lender or such other entity, as the case may be, is eligible to hold the units and all the necessary documentary evidence is made available to the satisfaction of the Mutual Fund/AMC. Upon such transfer, the Mutual Fund/ AMC shall be discharged of all its liabilities in respect of the Units towards the Unitholder.

An intimation of the invocation of the pledge/lien will be sent to the Unitholder. The Mutual Fund/AMC thereafter shall not be responsible for any claims made and/or losses incurred by the Unitholder and/or any third party in this regard. In case the Units of close-ended scheme are under pledge/lien, then at the time of maturity of the scheme if the Units are still under pledge/lien, then on the failure to receive any instructions from the Lender and the Unitholder, the Mutual Fund/AMC reserves the right to pay the maturity proceeds to the Unitholder, post intimation of such payment to the Lender, and AMC/Mutual Fund shall not be liable/responsible for any loss incurred by the Lender and/or the Unitholder on account of such payment. The AMC/Mutual Fund shall also not be liable/responsible for any delay in payment of the maturity proceeds in such an event. Upon such payment, the Mutual Fund/AMC will be discharged of all its liabilities towards such Unitholder.

The distribution of income in the nature of IDCW payouts declared on Units under pledge/lien shall always be paid to the Unitholder. The Mutual Fund/AMC reserves the right to change the operational guidelines for this facility offered by the AMC from time to time.

For Units held in Electronic (Demat) Mode, the rules/bye-laws of Depository applicable for lien/pledge will be applicable to the Units of the Scheme(s).

## 8. Unclaimed Redemption / IDCW Amount

The unclaimed Redemption amount and IDCW amounts (the funds) may be deployed by the Mutual Fund in money market instruments and separate plan of Liquid scheme/Money Market Mutual Fund scheme floated by Mutual Funds specifically for deployment of the unclaimed amounts only. Investors who claim the unclaimed amounts during a period of three years from the due date shall be paid initial unclaimed amount along-with the income earned on its deployment. Investors, who claim these amounts after 3 years, shall be paid initial unclaimed amount along-with the income earned on its deployment till the end of the third year. After the third year, the income earned on such unclaimed amounts shall be used for the purpose of investor education. The AMC will make a continuous effort to remind the investors through letters to take their unclaimed amounts. The details of such unclaimed redemption/IDCW amounts are made available to investors upon them providing proper credentials, on website of Mutual Funds and AMFI along with the information on the process of claiming the unclaimed amount and the necessary forms/documents required for the same.

Further, the information on unclaimed amount along-with its prevailing value (based on income earned on deployment of such unclaimed amount), will be separately disclosed to investors through the periodic statement of accounts/Consolidated Account Statement sent to the investors. Further, the investment management fee charged by the AMC for managing the said unclaimed amounts shall not exceed 50 basis points.

SEBI has issued an advisory regarding uniformity in treatment of unclaimed amount and dividend amounts and any income earned thereon on January 22, 2025, which needs to be adopted by AMC with effect from April 01, 2025:

- AMC to transfer the unclaimed redemption and dividend amounts to Unclaimed Dividend and Redemption Scheme (UDRS) after 90 days and not later than 105 days from date of issuance of the instruments
- To have separate scheme/plan for Unclaimed IDCW and Unclaimed Redemption Amount, pending for less than 3 years and for more than 3 years.
- After completion of first 3 years period AMC to transfer such units to UDRS plan with 10 business days of subsequent month.
- Income accrued on daily basis on unclaimed amounts beyond 3 years shall be transferred on monthly basis (on or before 10<sup>th</sup> calendar day of subsequent month) to investor education scheme/folio.

SEBI, vide its circular no. SEBI/HO/IMD/IMD-SEC-3/P/CIR/2025/15 dated February 12, 2025 has introduced a service platform Mutual Fund Investment Tracing and Retrieval Assistant (MITRA) designed to help investors trace inactive and unclaimed Mutual Fund folios. MITRA platform provides a centralized, industry-wide searchable database, enabling investors to identify overlooked investments or those made by others for which they may be rightful legal claimants. The platform also encourages investors to complete

their KYC as per current norms, thereby reducing the number of non-KYC-compliant folios and ultimately leading to a decline in unclaimed Mutual Fund folios.

An inactive folio is defined as a Mutual Fund folio where no investor-initiated transactions (financial or non-financial) have taken place in the last 10 years, but unit balances remain available. These may include folios where investors have either consciously chosen to remain invested in an open-ended scheme or have lost track of their investments. There is no adverse consequence for folios appearing on the platform if the investor is aware of their holdings and has intentionally remained invested. The primary objective of MITRA is to assist investors in retrieving forgotten Mutual Fund investments and ensuring their KYC compliance.

The MITRA platform will be jointly hosted by the two Qualified RTAs (QRTAs)—Computer Age Management Services Limited (CAMS) and KFIN Technologies Limited—acting as agents for Asset Management Companies (AMCs). It will be accessible via a link on the websites of MF Central, AMCs, AMFI, the two QRTAs, and SEBI, ensuring widespread availability and ease of access for investors.

## 9. Suspension of Sale / Switch-in of Units

The AMC/Trustee at its sole discretion reserves the right to withdraw / suspend sale (via fresh / additional subscriptions / switch-ins / existing or fresh SIP / STP or such other special product) of the Units in the scheme temporarily or indefinitely, if in the opinion of the AMC, the general market conditions are not favourable and / or suitable investment opportunities are not available for deployment of funds.

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

- When one or more stock exchanges or markets, which provide basis for valuation for a substantial portion of the assets of the Scheme is closed otherwise than for ordinary holidays.
- In the event of breakdown in the means of communication use for the valuation of investments of the Scheme, without which the value of the securities of the scheme cannot be accurately calculated.
- During periods of extreme volatility of markets, which in the opinion of the AMC are prejudicial to the interests of the Unitholders of the Scheme.
- When AMC is of the view that further increasing the size of the corpus of the Scheme may prove detrimental to the interest of the existing unit holders.
- In case of natural calamities, war, 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.
- In case of fund of fund schemes, if the underlying schemes suspend sale (including switch-in) of units.
- When the money markets which provide basis for valuation are closed/not accessible otherwise than for ordinary holidays.
- In the event of any unforeseen situation that affects the normal functioning of the stock exchange(s).
- When, as a result of political, economic or monetary events or any circumstances outside the control of the Trustee and the AMC, the disposal of the assets of the

Scheme are not reasonable, or would not reasonably be practicable without being detrimental to the interests of the Unit holders.

- Further, an order to purchase Units is not binding and may be rejected by the Trustees, the AMC or their respective agents, until it has been confirmed in writing by the AMC or its agents and payment has been received.
- If so directed by SEBI.

Additionally, the AMC reserves the right in its sole discretion to withdraw the facility of Sale (including switch-in) of Units into and out of the Scheme(s) (including any one Plan/Option of the Scheme), temporarily or indefinitely, if AMC views that changing the size of the corpus may prove detrimental to the existing Unit holders of the Scheme(s).

## 10. Suspension of Redemption / Switch-out of units

Suspension or restriction of repurchase/ redemption facility under any scheme of the Mutual Fund shall be made applicable only after obtaining the approval from the Boards of Directors of the AMC and the Trustees.

Additionally, the following requirements shall need to be observed before imposing restriction on redemptions:

- a) Restriction may 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 the 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 can only 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 may be imposed for a specified period of time not exceeding 10 working days in any 90 days period.
- c) Any imposition of restriction would require specific approval of Board of AMC and Trustees and the same shall be informed to SEBI immediately.
- d) When restriction on redemption is imposed, the following procedure shall be applied:
  1. No redemption requests up to INR 2 lakh shall be subject to such restriction.
  2. Where redemption requests are above INR 2 lakh, AMCs 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.

### Right to Limit Redemptions

Any Units, which by virtue of these limitations are not redeemed on a particular Business Day, will be carried forward for Redemption to the next Business Day, in order of receipt. Redemptions so carried forward will be priced on the basis of the Applicable NAV (subject to

the prevailing load) of the Business Day on which Redemption is made. Under such circumstances, to the extent multiple Redemption requests are received at the same time on a single Business Day, Redemptions will be made on pro-rata basis, based on the size of each Redemption request, the balance amount being carried forward for Redemption to the next Business Day(s).

Suspension or restriction of repurchase/ redemption facility under any Scheme of the mutual fund shall be made applicable only after obtaining the approval from the Boards of Directors of the AMC and the Trustees. After obtaining the approval from the AMC Board and the Trustees, intimation would be sent to SEBI in advance providing details of circumstances and justification for the proposed action shall also be informed.

## 11. LIST OF EXCEPTIONAL SITUATIONS AND ADDITIONAL TIMELINES FOR MAKING REDEMPTION PAYMENT:

S. no	Exceptional Situation	Additional Timelines allowed
1.	Payment of redemption proceeds through physical instruments (cheque / DD) where electronic fund transfer is not possible (such as old / non-Core Banking account / IFSC non-available records / IMPS failed records for reasons like name mismatch, technical error / Investor Bank not participating in Electronic Fund transfers or failure of electronic credit for any reason which are at the bank's end.	Additional 2 working days
2.	Redemption in case of funds where payout schedule of underlying instruments/ funds is different e.g., Domestic Fund of Funds, Overseas funds, Overseas FOF scheme, wherein the redemption proceeds can be paid after 1 day of payout schedule.	Additional 1 working day after receiving proceeds from underlying instruments/ schemes for electronic payouts. {For physical payouts, i.e., issuance and dispatch of cheque/ DD, additional days as per (1) above would also be allowed, after receiving proceeds from underlying instruments/ schemes}. For example, in case of Domestic FoFs, where funds are received on T+3 days, timeline applicable would be – a) T+4 days for Electronic payment; and b) T+6 days physical payout.
3.	On such days, where it is a bank holiday in some or all the states, but a business day for the stock exchanges.	Additional 1 working day following the bank holiday(s) in the State where the investor has bank account.
4.	Exceptional circumstances such as a sudden declaration of a business day as a holiday (as it happened on the day the famous singer Bharat Ratna Lata Mangeshkar passed away) or as a non-business day due to any unexpected reason / Force Majeure events.	In all such exceptional situations, the timelines prescribed in paragraph 14.1 and 14.2 of SEBI Master Circular shall be counted from the date the situation becomes normal.

5.	In all such cases where a request for Change of Bank account (COB) has been received just prior to (upto 10 days prior) OR simultaneously with redemption request.	In all such cases, the AMCs /RTAs can make the redemption payment after the cooling off period of 10 days from the date of receipt of COB.  The redemption transaction shall be processed as per the applicable NAV on the basis time stamp. The credit may either be given in the existing bank account or the new bank account post due diligence within 1 working day after cooling off period.
6.	Need for additional due diligence in instances such as Transmission reported in one fund, but not in the current fund, proceedings by Income Tax authorities, Folio under lock/bank lien etc.	Additional 3 working days

Further, as per the directives issued by SEBI, it is mandatory for applicants to mention their bank account numbers in their applications for purchase or redemption of Units.

If the Unitholder fails to provide the Bank mandate, the request for redemption would be considered as not valid and the Fund retains the right to reject/withhold the redemption until a proper bank mandate is furnished by the Unitholder and the provision with respect of penal interest in such cases will not be applicable/ entertained.

AMC reserves right to decide the payment the mode of payment viz, Direct Credit /ECS/NEFT or cheque and no specific consent is required in case of electronic mode is opted.

## C. General Information

### 1. Investors' Personal Information and disclosure of Personal Information to third parties

The AMC, being a SEBI registered intermediary governed by the provisions of SEBI (Intermediaries) Regulations, 2008 and by virtue of the provisions of SEBI Circular No. MIRSD/Cir23/2011 dated December 02, 2011 is authorised to collect information/relevant KYC documents relating to investor(s) in connection with KYC process of investor(s) and in connection with the transactions executed by such investor(s). The Fund and the AMC recognize the importance of protecting the Personal Information of its Investor(s) and the documents so furnished and have established policies and procedures in place for appropriate handling and for maintaining confidentiality and secrecy of the Personal Information of its Investor(s) and the KYC documents. As per the Code of Conduct for intermediaries stipulated by SEBI (Intermediaries) Regulations, 2008, the intermediaries shall not divulge to anybody, either orally or in writing, directly or indirectly, any confidential information about its clients/investors, which has come to its knowledge, without taking prior permission of its clients/investors except where such disclosures are required to be made in compliance with any law for the time being in force. By subscribing to the Unit/s of the Scheme/s the Investor(s) are deemed to have consented for the usage of the Personal Information as stated herein.

Personal Information collected by the AMC in the physical form and through the website may be converted and stored in electronic form by the AMC and/or its Registrar, CAMS at its sole discretion.

Personal Information of an Investor shall mean such information that is of a confidential nature and may include any information that relates to a natural person, which, either directly or indirectly, is capable of identifying such Investor. The type of Personal Information collected from an Investor shall include, but may not be limited to, full name, address, telephone number, e-mail address and any other information as defined in Rule 3 of the Information Technology (Reasonable security practices and procedures and sensitive personal data or information) Rules, 2011 as may be required by AMC and/or its Registrar from time to time in order to provide services to the Investor(s).

The AMC reserves the right to use the Personal Information and to share/disclose the same with third parties as may be necessary to provide various services to the investor(s). Notwithstanding anything contained herein, the AMC may also share, disclose, or remit in any form, mode or manner, all/any of the Personal Information collected from the Investor(s), including all changes and updates thereto, as and when provided, with any Indian or foreign governmental authority including but not limited to the RBI, SEBI, Income Tax Authority, Financial Intelligence Unit –India (FIU-IND), or any other judicial and quasi judicial authorities or investigation agencies, to the extent required by such authority, without any obligation of advising/informing Investors/Unit holder(s) about the same. The AMC may also share/exchange with other SEBI registered intermediaries on a reciprocatory basis the Personal Information, including information on FATCA/CRS/UBO and/ or any details of transaction(s) undertaken by the Investor(s) for single updation/submission for operational/administrative convenience of the AMC and also to enable the AMC to serve the Unitholder(s) better. These third parties shall be bound by confidentiality arrangements when handling the Investor(s) Personal Information requiring that such information only be used for the limited purpose for which it was shared. The AMC shall not make any disclosures of the Personal Information to any third party for the purpose of marketing their products or services to the Unitholder(s). 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 Information and/or distributor communications, to the extent permitted by the applicable laws and SEBI Regulations.

The AMC can also share Investors’ Personal Information with its associates or Group companies of the Sponsor or any other Organisations/Authorities/Bodies for compliance with any group, legal or regulatory requirements, including, but not limited to, compliance with anti-money laundering, sanctions and/or any other financial crime control risk management requirements.

To the extent required or permitted under law, we may share your Personal Information for the uses mentioned herein with the following third parties:

- The Sponsor or its associates, Trustee Company, Registrar and transfer agent/s, call centers, Banks, custodians, depositories and/or authorized external third parties who are involved in transaction processing, despatches, etc., of investors’ investment with us;
- Distributors or Sub-brokers through whom applications of such investors are received for the investments; or

- Entities involved in data analysis, data management, data storage etc., for various purposes including but not limited to reporting, audit, investigations, record keeping etc.
- Any other organization for verifying the identity of investors for complying with anti-money laundering requirements.
- Any governmental authority including but not limited to the Reserve Bank of India or the Securities and Exchange Board of India.
- We may share your investment account and transaction details and other Personal Information with the intermediaries, whose ARN stamp appears on the application forms/ transaction slips.
- We may share your details with certain third parties such as post office, local and international couriers and other intermediaries for correspondence with the investor and for making payments to the investor by cheques, drafts, warrants, through Electronic Clearing Services (ECS), NEFT etc..

Further, all the personal information collected and received either in physical mode or in electronic mode, shall be governed by the Privacy Policy of the AMC as available on its website i.e. [www.Samcomf.com](http://www.Samcomf.com)

## 2. Inter-Scheme Transfer of Investments

Transfer of investments from one Scheme to another Scheme in the Mutual Fund shall be permitted provided:

- Such transfers are done at the prevailing market price for quoted instruments on spot basis;
- The securities so transferred shall be in conformity with the investment objective of the transferee Scheme and
- Inter-Scheme transfers shall be done in accordance with the SEBI (Mutual Fund) Regulations.

The AMC shall comply with various restrictions and guidelines pertaining to inter-scheme transfer of investments as may be issued by SEBI from time to time.

## 3. Aggregate investment in the Scheme under the following categories:

In accordance with Paragraph on 'Scheme Related Disclosures' of SEBI Master Circular for Mutual Funds dated June 27, 2024, please find below the aggregate investment in the respective Scheme(s) by Board of Directors of Samco Asset Management Private Limited (AMC) and key personnel as on April 30, 2025.

Scheme Name	Aggregate amount invested in the Scheme as on April 30, 2025 (market value in Rs. In lakhs)			
	AMC's Board of Directors	Fund Manager	Key personnel (excluding Fund Manager)	Total
Samco Special Opportunities Fund	-	68,753	279,30,575	279,99,328
Samco Flexi Cap Fund	122,63,867	31,45,373	63,99,412	218,08,652

Samco Active Momentum Fund	-	12,20,337	58,38,720	70,59,057
Samco Arbitrage Fund	40,31,264	6,647	16,392	40,54,303
Samco Dynamic Asset Allocation Fund	-	410,040	33,43,234	37,53,274
Samco Multi Cap Fund	-	82,160	20,22,935	21,05,095
Samco ELSS Tax Saver Fund	-	180,007	480,287	660,295
Samco Multi Asset Allocation Fund	-	60,190	87,547	147,737
Samco Large Cap Fund	-	13,905	20,917	34,822
Samco Overnight Fund	-	116	4,362	4,478
<b>Total</b>	<b>162,95,131</b>	<b>51,87,528</b>	<b>461,44,379</b>	<b>676,27,038</b>

*In the “Fund manager” column, aggregate investment of fund manager managing respective schemes is mentioned and other fund managers are considered under the “Key personnel (excluding Fund Manager)” column.*

#### **4. Dematerialisation and Rematerialisation procedures:**

Unit holders shall have an option to subscribe/ hold the Units in demat form as per the provisions laid in the SID of respective Scheme and guidelines/procedural requirements as laid by the Depositories (NSDL/CDSL) shall be applicable.

Please note that once mutual funds are in demat form, investors can sell/redeem units (other than listed scheme units) either through stockbroker through the Exchange platform (BSE Star & NSE MFSS) or through their Depository Participant.

##### **A. How to apply for / get allotment of units in Demat mode?**

- Investors/applicants desiring to get allotment of units in demat mode must have a demat account with any of the Depository Participant (DP) of the Depositories i.e. National Securities Depositories Limited (NSDL) / Central Depository Services Limited (CDSL).
- At the time of applying Mutual fund units (New Fund offer/Ongoing Subscriptions), investors/applicants must provide demat Account details i.e. DP's name, DP ID Number, and the beneficiary account number in the specified section of the application form. In case demat account is with CDSL then 16-digit account number to be mentioned and if held with NSDL, DP id is prefixed with IN followed by 6 digits and client id as 8 digits needs to be mentioned in the application form.
- If the demat details mentioned in the application are incomplete/incorrect or not matched with the Depository data, the AMC reserves the right to allot units in Non Demat mode.
- Upon allotted and sequentially units are credited to investor's valid demat account within 3 working days.
- Mode of holding shall be clearly specified in the Application Form.
- Demat option will not be available for Daily/Weekly/Fortnightly Income Distribution cum Capital Withdrawal options.
- Investors may kindly note that, no statement of account will be generated by the Registrar & Transfer Agent once the unit is converted to demat. Post conversion Investment details can be viewed in the Consolidated Account Statement (CAS) that investor receives from depository.

## **B. How to convert the units held in Statement of Accounts (SoA) mode to Demat mode?**

Investors holding units of mutual fund scheme in physical form (Statement of Account), may convert them easily in demat form through Depository Participants (DP). The procedure for converting mutual funds units held in Physical form into demat form is as below: -

- Obtain Conversion Request Form (CRF) from your DP.
- Fill-up the CRF and sign it (as per the signature available in the application). In case of joint holders, all holders should sign the form.
- The holding pattern in DP (as per Client master list) should match with Physical form (SOA).
- Submit the CRF along-with the Statement of Account to your DP.
- After due verification, the DP would send the CRF to Asset Management Company (AMC) / Registrar and Transfer Agent (RTA).
- Post verification, the RTA will confirm the conversion request raised by the DP and the mutual fund units will be credited in your demat account.
- Partial allotment of units from physical to demat shall not be permitted.

## **C. How to convert the units held in Demat mode to Rematerialisation i.e., Physical (Statement of Account)?**

Re-materialisation is the process of converting units from demat mode to physical mode i.e., Statement of Account mode. To re-materialise mutual fund units, submit the following documents as mentioned below:

- Investors need to approach their respective DP and submit the duly filled and signed Remat Request Form for each ISIN, fund, or folio.
- Upon verification of such request, the DP shall forward these documents to the respective AMC/RTA for further processing.
- Post verification, the AMC / RTA will confirm the status of conversion request executed by DP and the mutual fund units are extinguished from the Investor's demat account. These Demat units are then converted into Physical (i.e., Statement of Account).

## **D. How to Redeem mutual fund units held in demat form?**

Unitholders of mutual fund units held in demat form can redeem the units through Depository or stockbroker/distributor through exchange platforms i.e. BSE (BSE STAR MF Platform) and NSE (Mutual Fund Service System (MFSS).

- The Investor would be required to submit all requisite information/documents as requested by the Depository or stockbroker.
- After receipt of such redemption request from the respective source, AMC/RTA will process the redemption request post due validations.

- If investor wishes to place redemption through mutual fund, demat units must be converted to physical form (following the Demat to Remat process). Post conversion investor may place redemption request with AMC.

#### **E. Is switch-transaction permissible if the units are held in Demat?**

Switch transactions for units held in demat are processed through exchange/clearing corporation. The mechanism is same equivalent to redemption and subscription. Post processing of switch-out (redemption), switch-in (subscription) is processed and equivalent units are settled to clearing house for on-ward credit to the investor's DP account.

#### **F. Procedure for change in investor's profile / bank account details etc. in respect of units held in demat mode?**

Any modifications of bank account, address, contact details etc in the demat folios, the investor needs to update through their respective Depository Participant (DP) for Updation in demat account. DP follows prescribed guidelines for such profile modifications as formulated by respective Depositories (NSDL/CDSL) in their operating manual.

#### **5. ASBA disclosures:**

ASBA is an application containing an authorization given by the Investor to block application money in his specified bank account towards the subscription of Units offered during the NFO of the Scheme. If an investor is applying through ASBA facility, the application money towards the subscription of Units shall be debited from his specified bank account only if his/her application is selected for allotment of Units.

ASBA facility shall be provided to investors as a supplementary facility in addition to existing facility through cheques/demand drafts or any other mode of electronic payment for subscribing to the units of scheme(s) during the New Fund Offer period. Please note that ASBA facility is purely optional and not mandatory. **To avail of the ASBA Facility, an investor must be holding a Bank account with Self Certified Syndicate Bank (SCSB).** SCSB means a banker to an issue registered with the SEBI, which offers the facility of ASBA. ASBA applications can be accepted only by SCSBs at their designated branches, whose names appear on the list of SCSBs displayed in SEBI's website (<http://www.sebi.gov.in/pmd/scsb.pdf> )

**Investors should note that ASBA facility shall be made available to investors only for subscribing to the units of scheme during the New Fund Offer period.**

#### **SALIENT FEATURES OF ASBA FACILITY:**

1. ASBA facility is currently available only to those investors who wish to hold the units in dematerialized form.
2. An ASBA investor shall submit a duly filled up ASBA Application form, physically or electronically, to the SCSB with whom the bank account to be blocked, is maintained.

- In case of ASBA application in physical mode, the investor shall submit the ASBA Form at the Bank branch of SCSB, which is designated for the purpose and the investor must be holding a bank account with such SCSB.
- In case of ASBA application in electronic form, the investor shall submit the ASBA Form either through the internet banking facility available with the SCSB, or such other electronically enabled mechanism for subscribing to units of Mutual Fund scheme authorizing SCSB to block the application money in a bank account. **Note:** ASBA application form will not be accepted by any of the offices of AMC / Mutual Fund or its Registrar & Transfer Agent (CAMS).

3. An Investors shall correctly mention the Bank Account number in the ASBA Application Form and ensure that funds equal to the application amount are available in the bank account maintained with the SCSB before submitting the same to the designated branch. **Note:** If the bank account specified in the ASBA Application Form does not have sufficient credit balance to meet the application money towards the subscription of Units, the ASBA application shall be rejected by the SCSB.
4. Upon submission of an ASBA Form with the SCSB, whether in physical or electronic mode, investor shall be deemed to have agreed to block the entire application amount specified and authorized the Designated Branch to block such amount in the Bank Account.
5. The ASBA Form should not be accompanied by cheque, demand draft or any mode of payment other than authorization to block application amount in the Bank Account.
6. On the basis of an authorization given by the account holder in the ASBA application, the SCSB shall block the application money in the Bank Account specified in the ASBA application. The application money shall remain blocked in the Bank Account (till receipt of instructions for enabling allotment or till rejection as the case maybe).
7. The SCSBs may at any time before the closure of the NFO reject the ASBA application and inform the investor accordingly.
8. During processing of the application by the Registrar, if the application is found to be incomplete or incorrect, the SCSB will be informed on the same who will then unblock the investor account with appropriate remarks in the investor account.
9. The names of the applicants, the manner of holding, the mode of holding in the application form should exactly match with the information available in the demat account. In case of any mismatch, incorrect or incomplete information, the application may be rejected by the SCSB or the Registrar.
10. All investor related details for allotment of Units such as names of the applicants, manner of holding, mode of holding, bank account, etc will be updated as per the demat account.
11. All grievances relating to the ASBA facility may be addressed to Registrar & Transfer Agents (CAMS) / AMC, with a copy to the respective SCSBs, giving full details such as name, address of the applicant, number of Units applied for, counterfoil or the application reference given by the SCSBs, DBs or CBs, amount paid on application and the Designated Branch or the collection centre of the SCSB where the Application Form was submitted by the ASBA Investor.
12. ASBA facility extended to investors shall operate in accordance with the SEBI guidelines in force from time to time. **Note:** No request for withdrawal of ASBA application form made during the NFO Period will be allowed.

## 6. Portfolio Turnover Details:

It is expected that there would be a number of subscriptions and redemptions on a daily basis. Consequently, it is difficult to estimate with any reasonable measure of accuracy, the likely turnover in the portfolio. There may be an increase in transaction cost such as brokerage paid, if trading is done frequently. However, the cost would be negligible as compared to the total expenses of the Scheme. Frequent trading may increase the profits which will offset the increase in costs. The fund manager will endeavor to optimize portfolio turnover to maximize gains and minimize risks keeping in mind the cost associated with it. However, it is difficult to estimate with reasonable accuracy, the likely turnover in the portfolio of the Scheme. The Scheme has no specific target relating to portfolio turnover.

### B. Associate Transactions

**(i) Details of investments made by the Mutual Fund in securities of Sponsors and its Group Companies during the period April 1, 2021, to March 31, 2025:** NIL

**(ii) Details of investments made by the Mutual Fund in securities of the Associates, during the period April 1, 2021, to March 31, 2025:** NIL

**(iii) Underwriting Obligations with respect to issues of Associate Companies:**

The AMC/Schemes of the Fund has/have, till date not entered into any Underwriting contracts in respect of any public issue made by any of its associate companies.

**(iv) Details of subscription in issues lead managed by the Sponsor or any of its associates:**

The AMC/Schemes of the Fund has/have, till date not subscribed in issues lead managed by the Sponsor or any of its associates.

**(v) Borrowing by Samco Mutual Fund/Schemes from Associates**  
NIL

**(vi) Disclosures on brokerage (for securities transactions) and commission (for distribution of units) paid to associates/related parties/group companies of sponsor/AMC, during past three financial years:**

SAMPL utilises the services of Samco Securities Limited for marketing and distribution of the units of various schemes.

**(a) Brokerage paid to associates/related parties/group companies of sponsor/AMC:**

Name of Company	Nature of Association	Period	Value of the transactions		Brokerage paid	
			Rs in crore	% of Total	Rs in crore	% of Total
Samco Securities Limited	Sponsor	FY 2022-23	-	-	-	-

Samco Securities Limited	Sponsor	FY 2023-24	-	-	-	-
Samco Securities Limited	Sponsor	FY 2024-25	79.46	0.08%	0.06	1.43%

**(b) Commission paid to associates/related parties/group companies of sponsor/AMC:**

Name of Company	Nature of Association	Period	Business given		Commission paid	
			Rs in Crore	% of Total	Rs in Crore	% of Total
Samco Securities Limited	Sponsor	FY 2022-23	20.71	13.85%	0.48	9.92%
Samco Securities Limited	Sponsor	FY 2023-24	48.39	5.21%	0.54	7.10%
Samco Securities Limited	Sponsor	FY 2024-25	74.67	7.22%	1.24%	7.21%
Moneyrise Finser	Distributor relative of Employee	FY 2022-23	0.14	0.12%	0.02	0.33%
Moneyrise Finser	Distributor relative of Employee	FY 2023-24	0.81	0.12%	0.02	0.29%
Moneyrise Finser	Distributor relative of Employee	FY 2024-25	0.26	0.03%	0.04	0.19%
Santosh Narayan Shetty	Distributor relative of Employee	FY 2022-23	0.63	0.42%	0.01	0.14%
Santosh Narayan Shetty	Distributor relative of Employee	FY 2023-24	1.02	0.12%	0.01	0.21%
Santosh Narayan Shetty	Distributor relative of Employee	FY 2024-25	0.91	0.09%	0.02	0.16%

The AMC may utilise the services of Sponsor, group companies and any other subsidiary or associate company of the Sponsor established or to be established a later date, in case such a company (including their employees or relatives) 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, after evaluation of the competitiveness of the pricing offered by the Sponsor, associate companies (including their employees or relatives) and the services to be provided by them.

**(vii) Dealing with Associates:**

**Transactions (aggregate purchase and sale) in securities with associates during the past 3 financial years: NIL**

**(viii) Utilization of Services of Associates**

The AMC may from time to time, for the purpose of conducting its normal business, use the services (including brokerage services and securities transactions) of the Sponsor, its subsidiaries, associates of the Sponsor and employees or relatives.

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. The AMC will conduct its business with said companies (including employees or relatives) on commercial terms and on arm's 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.

Associate transactions, if carried out, will be as per the SEBI Regulations and the limits prescribed thereunder. The Scheme 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 avail the services of the Sponsor and / or its associates for usage of premises as Investor Service Centres and / or to act as collection and distribution agents. The Sponsor / associates shall be paid a fee based on the quality of services rendered. These fees shall be debited to the Scheme, subject to SEBI Regulations.

**4. Documents Available for Inspection**

The following documents will be available for inspection at the office of the Mutual Fund at 1003-A Naman Midtown, Senapati Bapat Marg, Prabhadevi West, Mumbai 400013, Maharashtra, India, during business hours on any day (excluding Saturdays, Sundays and public holidays):

- Memorandum and Articles of Association of the AMC
- Investment Management Agreement
- Trust Deed and amendments thereto, if any
- Mutual Fund Registration Certificate
- Agreement between the Mutual Fund and the Custodian
- Agreement with Registrar and Share Transfer Agents
- Consent of Auditors to act in the said capacity
- Consent of Legal Advisors to act in the said capacity
- Securities and Exchange Board of India (Mutual Funds) Regulations, 1996 and amendments from time to time thereto.
- Indian Trusts Act, 1882.

- The scheme wise annual report.

## 5. Underwriting

Subject to SEBI (MF) Regulations, the Scheme may enter into underwriting agreements after the Mutual Fund obtains a certificate of registration in terms of the Securities and Exchange Board of India (Underwriters) Rules and Securities and Exchange Board of India (Underwriters) (Repeal) Regulations, 2021 authorising it to carry on activities as underwriters. The capital adequacy norms for the purpose of underwriting shall be the net assets of the respective Scheme/Plans and that the underwriting obligation of the respective Scheme/Plans shall not at any time exceed the total net asset value of the respective Scheme/Plans. For the purposes of the Regulations, the underwriting obligation will be deemed as if investments are made in such securities.

## 6. Securities Lending

Subject to the SEBI (MF) Regulations, the Mutual Fund may engage in Stock Lending. Stock Lending means the lending of stock to another person or entity for a fixed period of time, at a negotiated compensation in order to enhance returns of the portfolio. The securities lent will be returned by the borrower on the expiry of the stipulated period. The exposure limits with regard to stock lending for various Schemes, shall be as specified in the respective Scheme Information Documents from time to time. The Mutual Fund may not be able to sell such lent out securities and this can lead to temporary illiquidity. 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.

## 7. Soft Dollar Arrangements

Soft Dollar arrangements refers to an arrangement between AMC and brokers in which the AMC executes trades through a particular broker and in turn the broker may provide benefits such as free research, hardware, software or even non-research-related services etc., to the AMC. In this regard, it may be noted that Samco Asset Management Private Limited ('Samco AMC') does not have Soft Dollar Arrangements with any of its empanelled brokers. However, it may receive benefits like research report/ material, market data services, invitation to meeting with market experts/leaders, invitation to attend conferences etc. Samco AMC is not liable or obliged to use the services of any broker for trade execution in lieu of the benefits provided by them. The quality of research inputs and market analysis given by the brokers is the sole parameter being used by investment team for allocation of business among brokers. The research inputs provided by brokers are free of cost and are for the benefit of the investors. The business given to brokers and brokerage rates charged to the schemes are within the limits specified under SEBI (Mutual Funds) Regulations, 1996.

## 8. Borrowing

Under the SEBI (MF) Regulations, the Mutual Fund is allowed to borrow to meet the temporary liquidity requirements of its Scheme(s) for the purpose of Repurchase or Redemption of Units or the payment of interest or IDCW to the Unitholders. Further, as per the SEBI (MF) Regulations, the Mutual Fund shall not borrow more than 20% of the Net Assets of the Scheme and the duration of such borrowing shall not exceed a period of six months. The Mutual Fund may raise such borrowings after approval by the Trustee from Sponsors or any of their Associate/Group Companies or 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 Trustee. Such

borrowings, if raised, may result in a cost, which would be dealt with in consultation with the Trustee.

### **9. Consolidation of Folios**

In case an investor holds investments in multiple folios under the Fund, the investor can opt for consolidation of such folios into one folio (Target/Master folio) by sending a written request to the Mutual Fund/AMC. The Mutual Fund/AMC will process such requests subject to verification of criteria's viz. mode of holding, bank mandate, tax status, mode of operation and nomination details in the source Folio and other confirmations/requirements, etc. as may be requested from the investors.

### **10. E-mail Communication**

For those Unitholders who have provided an e-mail address, the AMC will send the communication by e-mail. It is deemed that the Unitholder is aware of all security risks including possible third-party interception of the documents and contents of the documents becoming known to third parties.

### **11. Website**

The website of the Fund/AMC is intended for the use of Resident Indians, Non Resident Indians, persons of Indian Origin and Foreign Institutional Investors registered with SEBI. It should not be regarded as a solicitation for business in any jurisdiction other than India. 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 transact in the schemes of the Fund, 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/ Fund and its products is for information purposes only and should not be relied upon as a basis for investment decisions. The Fund/AMC cannot be held responsible for any information contained in any website linked from the Mutual Fund website.

The investors are requested to read the Terms and Conditions given on the website carefully before using the website. By using the website, the investor will be deemed to have agreed that the Terms and Conditions specified apply to the use of the investor of the website, any information obtained from the site, and our products and services. If the investor does not agree to the specified Terms, the investor may not use the website or download any content from it.

### **12. Scheme(s) to be binding on the Unit holders**

Subject to the SEBI (MF) Regulations, the Trustee may, from time to time, add or otherwise vary or alter all or any of the features of investment options/facilities and terms of any of the Scheme(s) after obtaining the prior permission of SEBI and Unitholders (where necessary), and the same shall be binding on all the Unitholders of such Scheme and any person or persons claiming through or under them as if each Unitholder or such person expressly had agreed that such features and terms shall be so binding. Any additions/variations/alterations shall be done in accordance with the SEBI (MF) Regulations. Any change in fundamental attribute of the Scheme(s) shall be done only in accordance with Regulation 25(26) of SEBI (MF) Regulations.

### **13. Fractional Units**

Unit holders are requested to note that requests made for Units to be held in dematerialized form, which are or shall be listed on any recognized Stock Exchange(s),

would be allotted in whole numbers and no fractional Units will be allotted. As the Units will not be allotted in fractions, any excess amount will be refunded to the investors.

#### **14. Unambiguous and Unconditional requests**

Any application for redemption, purchase or exchange 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 Trustee / AMC reserve the right to reject the same and in such a case the Trustee / AMC will not be responsible for any consequence therefrom. The Investor shall ensure that any overwriting or correction shall be countersigned by the investor, failing which the Fund / Trustee / 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 / Trustee / 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.

#### **15. 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, Trustee 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.

In cases where there is a change in the name of such investor, such a change will be effected by the AMC / Fund only upon receiving the duly certified copy of the revised Certificate of Incorporation issued by the relevant Registrar of Companies / registering authority. In cases where the changed PAN Number reflecting the name change is not submitted, such transactions accompanied by duly certified copy of the revised Certificate of Incorporation with a copy of the Old PAN Card and confirmation of application made for new PAN Card will be required as a documentary proof.

### **C. Investor Grievances Redressal Mechanism**

Investor grievances are normally received at the Corporate Office of the AMC or at the 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 to ensure timely redressal and prompt investor service.

The AMC will follow-up with Customer Service Centres and Registrar on complaints and enquiries received from investors to resolve them promptly.

For this purpose, **Mr. Sadath Ali Khan** is the Investor Relations Officer. He can be contacted at the Corporate Office of the AMC. The address and phone numbers are:

**Mr. Sadath Ali Khan**  
Investor Relations Officer

Samco Asset Management Private Limited  
1003-A Naman Midtown, Senapati Bapat Marg,  
Prabhadevi West, Mumbai - 400013  
Email:[mfassist@samcomf.com](mailto:mfassist@samcomf.com)

Phone: 18001034757

### **Introduction of Online Resolution of Disputes**

Pursuant to SEBI Master Circular no. SEBI/HO/OIAE/OIAE\_IAD-1/P/CIR/2023/145 dated August 11, 2023, a common Online Dispute Resolution ('ODR') Portal has been introduced. The ODR Portal allows investors with additional mechanism to resolve the complaints/disputes through online conciliation and online arbitration for resolution of disputes arising in the Indian Securities Market. Investors can register complaints/disputes against all Market Participants for resolution on the Online Dispute Resolution ('ODR') Portal i.e. <https://smartodr.in/login>.

For the purpose of aforesaid SEBI circular, Samco Asset Management Private Limited ('the AMC') comes under the ambit of specified intermediaries / regulated entity of the securities market, referred to as "Market Participant" and accordingly, the AMC has enrolled itself on the ODR Portal. In this regard, investors are requested to note the following:

1. An investor shall first take up his/her/their grievance with the AMC by lodging a complaint directly with the AMC. If the grievance is not redressed satisfactorily, the investor may, in accordance with the SCORES guidelines, escalate the same through the SCORES Portal in accordance with the process laid out therein. After exhausting these options for resolution of the grievance, if the investor is still not satisfied with the outcome, he/she/they can initiate dispute resolution through the ODR Portal.
2. Alternatively, the investor can initiate dispute resolution through the ODR Portal if the grievance lodged with the AMC was not satisfactorily resolved or at any stage of the subsequent escalations mentioned in the paragraph 1 above (prior to or at the end of such escalation/s). The AMC may also initiate dispute resolution through the ODR Portal after having given due notice of at least 15 calendar days to the investor for resolution of the dispute which has not been satisfactorily resolved between them.
3. Disputes between Investors and the AMC (including for any complaints/disputes arising on account of Mutual Fund Distributors of the Fund / AMC) arising out of later's activities in the securities market, will be resolved in accordance with the aforesaid circular and by harnessing online conciliation and/or online arbitration as specified in the aforesaid circular. The AMC or the investors (or holders on account of nominations or transmission being given effect to) may also refer any unresolved issue of any service requests / service-related complaints for due resolution by harnessing online conciliation and/or online arbitration as specified in the aforesaid circular.
4. The dispute resolution through the ODR Portal can be initiated when the complaint/dispute is not under consideration in terms of the paragraph 1 above or SCOREs guidelines as applicable or not pending before any arbitral process, court, tribunal or consumer forum or are non-arbitrable in terms of Indian law. The dispute resolution through the ODR Portal can be initiated when within the applicable law of limitation (reckoned from the date when the issue arose/occurred that has

resulted in the complaint/date of the last transaction or the date of disputed transaction, whichever is later).

5. The ODR Portal has necessary features and facilities to, inter alia, enrol the investors and the AMC, to file the complaint/dispute and to upload any documents or papers pertaining thereto. The ODR Institution that receives the reference of the complaint/dispute shall appoint a sole independent and neutral conciliator from its panel of conciliators. Investors are requested to refer to aforesaid SEBI circular for details on conciliation and arbitration proceedings and associated fees and charges. The said circulars along with the link to ODR portal are also made available on our website ([www.Samcomf.com](http://www.Samcomf.com)).

**The details of investor complaints for the last 3 years are as follows:**

Name of Scheme	Complaints Received				Complaints Redressed				Complaints Pending			
	Apr 2022 to Mar 2023	Apr 2023 to Mar 2024	Apr 2024 to Mar 2025	Apr 2025 to Dec 2025	Apr 2022 to Mar 2023	Apr 2023 to Mar 2024	Apr 2024 to Mar 2025	Apr 2025 to Dec 2025	Apr 2022 to Mar 2023	Apr 2023 to Mar 2024	Apr 2024 to Mar 2025	Apr 2025 to Dec 2025
Samco Flexi Cap Fund	3	5	0	1	3	5	0	1	0	0	0	0
Samco Active Momentum Fund	0	1	0	1	0	1	0	1	0	0	0	0
Samco Special Opportunities Fund	0	0	1	1	0	0	1	1	0	0	0	0
Samco Multi Cap Fund	0	0	0	0	0	0	0	0	0	0	0	0
Samco ELSS Tax Saver Fund	1	0	0	0	1	0	0	0	0	0	0	0
Samco Dynamic Asset Allocation Fund	0	0	0	0	0	0	0	0	0	0	0	0
Samco Overnight Fund	0	0	1	0	0	0	1	0	0	0	0	0
Samco Multi Cap Fund	0	0	0	0	0	0	0	0	0	0	0	0

Samco Arbitrage Fund	0	0	0	0	0	0	0	0	0	0	0	0
Samco Multi Asset Allocation Fund	0	0	0	0	0	0	0	0	0	0	0	0
Samco Large Cap Fund	0	0	0	0	0	0	0	0	0	0	0	0
Samco Large & Mid Cap Fund	0	0	0	0	0	0	0	0	0	0	0	0
Samco Small Cap Fund	0	0	0	0	0	0	0	0	0	0	0	0

**Notes:**

- 1) The Statement of Additional Information ('SAI') will be uploaded by Samco Mutual Fund on its website ([www.Samcomf.com](http://www.Samcomf.com)) and on AMFI website ([www.amfiindia.com](http://www.amfiindia.com)). The printed copy of SAI will be made available to the investor on request.
- 2) SAI will be updated within 3 (three) months from the end of each financial year and filed with SEBI.
- 3) Any material changes to SAI will be made on an ongoing basis by Samco Mutual Fund by issuing an addendum to the SAI. Such addendum shall be uploaded on the website ([www.Samcomf.com](http://www.Samcomf.com)) and also filed with SEBI within 7 (seven) days. The effective date for all such changes will be mentioned in the addendum.
- 4) 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.

**D. Information pertaining to Investments by the Schemes of the Fund**

**1. Derivative strategies**

**Trading in Derivatives**

SEBI has permitted Mutual Funds to participate in derivatives trading subject to observance of guidelines issued by it in this behalf. Accordingly, Mutual Funds may use various derivative products from time to time, as would be available and permitted by SEBI, in an attempt to protect the value of the portfolio and enhance Unitholders' interest. The following section describes the concepts and examples of derivatives that may be used by the fund manager. The strategies and illustrations provided below are only for the purpose of understanding the concept and uses of derivative instruments.

**Index Futures**

Index Futures maybe used by the Fund to hedge against market downturns (shorting the index) or benefit from a bullish outlook on the market (going long on the index).

Example on how it could be used: Assume Nifty near month future contract is trading at Rs. 19,500, and the fund manager has a view that nifty will depreciate going forward; the Scheme can initiate a sale transaction of Nifty futures at the above said rate without holding an underlying long equity position. Once the price falls and let's assume after 15 days the Nifty falls to 19,400 the Scheme can initiate a square-up transaction by buying the said futures and book a profit of Rs. 100.

In a similar way, if the fund manager has a view that nifty will appreciate going forward, the Scheme can initiate a long transaction without an underlying cash/ cash equivalent subject to the extant regulations.

## **Index Options**

Index options offers the Fund the opportunity to either capitalize on an expected market move or to protect holdings in the underlying instruments. The underlying in the case of Index options are indices.

### **Buy Call**

The fund, to benefit from anticipated uptrend in broad markets, from time to time can buy call options. A long call option will give the Fund the option but not the obligation to buy the Index at the strike price. Stop loss is not defined and will be monitored by the investment team.

### **Example on how it could be used**

Suppose an investor buys a Call option on 1 lot of Nifty 50- Nifty (Lot Size: 75 units) Nifty index (European option)

Nifty 1 Lot Size: 75 units

Spot Price (S): 19,500

Strike Price (x): 19,550 (Out-of-Money Call Option)

Premium: 80

Total Amount paid by the investor as premium  $[75*80] = 6000$

There are two possibilities i.e. either the index moves up over the strike price or remains below the strike price.

### **Scenario 1- The Nifty index goes up**

An investor sells the Nifty Option described above before expiry:

Suppose the Nifty index moves up to 19,600 in the spot market and the premium has moved to Rs 150 and there are 15 days more left for the expiry. The investor decides to

reverse his position in the market by selling his 1 Nifty call option as the option now is In the Money.

His gains are as follows:

Nifty Spot: 19,600  
 Current Premium: Rs.150  
 Premium paid: Rs.80  
 Net Gain: Rs.150- Rs.80 = Rs.70 per unit

Total gain on 1 lot of Nifty = Rs.5250 (75\*70)

### **Scenario 2 - The Nifty index moves to any level below 19,500**

Then the investor does not gain anything but on the other hand his loss is limited to the premium paid:

Net Loss is Rs.6000 (Loss is capped to the extent of Premium Paid)  
 (Rs 80 Premium paid\*Lot Size: 75 units)

Simple Scenario for holding on to expiry: The fund buys a call option at the strike price of say Rs.19,500 and pays a premium of say Rs. 80, the fund would earn profits if the market price of the stock at the time of expiry of the option is more than 19,580 being the total of the strike price and the premium thereon. If on the date of expiry of the option the stock price is below Rs 19,500 the fund will not exercise the option while it loses the premium of Rs 80.

### **Buy Put**

The Fund may buy index put options to hedge existing portfolios. The put option will give the Fund the flexibility to sell the portfolio at the strike price if the index falls below the strike price. The Fund will have to pay a premium to the option writer to buy this put option. There is no defined stop loss as the same will be monitored by the investment team.

Example on how it could be used

Suppose an investor buys a Put option on 1 lot of Nifty 50- Nifty (Lot Size: 75 units) Nifty index (European option).  
 Nifty 1 Lot Size: 75 units  
 Spot Price (S): 19,500  
 Strike Price (x): 19,450 (Out-of-Money Call Option)  
 Premium: 80

Total Amount paid by the investor as premium [75\*80] =6000

There are two possibilities i.e. either the index moves down from the strike price or goes above the strike price.

### **Scenario 1- The Nifty index goes down**

An investor sells the Nifty Option described above before expiry:

Suppose the Nifty index moves down to 19,400 in the spot market and the premium has moved to Rs 150 and there are 15 days more left for the expiry. The investor decides to reverse his position in the market by selling his 1 Nifty put option as the option now is In the Money.

His gains are as follows:

Nifty Spot: 19,600

Current Premium: Rs.150

Premium paid: Rs.80

Net Gain: Rs.150- Rs.80 = Rs.70 per unit

Total gain on 1 lot of Nifty = Rs.5250 (75\*70)

### **Scenario 2 - The Nifty index moves to any level above 19,500**

Then the investor does not gain anything but on the other hand his loss is limited to the premium paid:

Net Loss is Rs.6,000 (Loss is capped to the extent of Premium Paid)  
(Rs 80 Premium paid\*Lot Size: 75 units)

Simple Scenario for holding on to expiry: The fund buys a Put Option at Rs 19,500 by paying a premium of say Rs 80. If the stock price goes down to Rs. 19,400, the fund would protect its downside and would only have to bear the premium of Rs 80 instead of a loss of Rs 100 whereas if the stock price moves up to say Rs. 19,600 the fund may let the Option expire and forego the premium thereby capturing Rs. 100 upside after bearing the premium of Rs. 80.

### **Stock Futures**

#### **Buy Stock Futures**

The Fund can buy stock futures to realize a positive outlook on the stock or to rebalance sector positions. There will be no defined stop loss given the high volatility and the same will be monitored by the investment team.

### **Stock Options**

#### **Buy Call**

To capitalize positive view on a stock or to rebalance sector positions, the Fund may buy call options on the stock against the payment of a premium. Buying a call option provides the Fund the option but not the obligation to buy the stock at the strike price. There will be no defined stop loss and the same shall be monitored by the investment team.

### Buy Put

To implement a negative view on the stock or to hedge against downside in an existing stock holding or to rebalance sector positions, the Fund may purchase stock put options against payment premium. This gives the option but not the obligation to the Fund to sell the stock if stock prices falls below the strike price.

### Covered Call Strategy

The covered call strategy is a strategy where a fund manager writes call options against an equivalent long position in an underlying stock thereby giving up a part of the upside from the long position. The strategy allows the fund manager to earn premium income from the option writing in addition being able to capture the remaining part of the upside.

Assumptions: Current price of stock A: Rs. 27.87 per share

1 contract = 100 shares

Total no of contracts: 10

Strike price: Rs. 30/- per share

Premium: Rs. 0.35 per share

Suppose, on January 02, 2023, the writer of the call owns 1,000 shares of Company A, which is currently trading at Rs. 27.87 per share. The writer of the call writes 10 call option contracts for company A with a strike price of Rs. 30 per share that expires in January 25, 2023. The writer receives premium of 0.35 per share for the calls, which equals Rs. 35.00 per contract for a total of Rs. 350.00.

Total premium = (Rs. 0.35 per share) \* (100 shares per contract) \* (10 contracts) = Rs. 350.

The following can be the scenarios reflecting risks and benefits at the end of the option expiry:

**Case 1** - Stock falls below current price of Rs. 27.87 per share: The option expires worthless. Hence the loss from the stock position gets reduced to the extent of the premium income.

**Case 2** - Stock goes up above current price but remains below Rs. 30 per share (strike price): The option expires worthless. Hence the income from the gains in the stock price gets further boosted to the extent of the premium income.

**Case 3** - Stock goes above Rs. 30 per share: Option position goes out of the money for the writer but the losses from the option position are matched by the gains from the underlying stock position above Rs. 30 per share. Hence the return from the position is

equal to the return from stock upto the strike price of Rs. 30 per share and the premium income from the option.

### **Benefits of using Covered Call Strategy in Mutual Funds**

The covered call strategy can be followed by the Fund Manager in order to hedge risk thereby resulting in better risk adjusted returns of the Scheme. The strategy offers the following benefits:

- a) Hedge against market risk - Since the fund manager sells a call option on a stock already owned by the mutual fund scheme, the downside from fall in the stock price would be lower to the extent of the premium earned from the call option.
- b) Generating additional returns in the form of option premium in a range bound market. Thus, a covered call strategy involves gains for unit holders in case the strategy plays out in the right direction.

### **Fixed Income Derivative Instruments:**

The Scheme may use Derivative instruments like interest rate swaps like overnight indexed swaps (OIS), forward rate agreements, interest rate futures or such other Derivative instruments as may be permitted under the applicable regulations. Derivatives will be used for the purpose of hedging, and portfolio balancing or such other purpose as may be permitted under the regulations and guidelines from time to time.

The Fund will be allowed to take exposure in interest rate swaps only on a non-leveraged basis. A swap will be undertaken only if there is an underlying asset in the portfolio. In terms of circular no. MFD.BC.191/07.01.279/1999-2000 and MPD.BC.187/07.01.279/1999- 2000 dated November 1, 1999 and July 7, 1999 respectively issued by RBI permitting participation by Mutual Funds in interest rate swaps and forward rate agreements, the Scheme will use Derivative instruments for the purpose of hedging and portfolio balancing.

The Scheme may also use derivatives for such purposes as maybe permitted from time to time. Further, the guidelines issued by RBI from time to time for forward rate agreements and interest rate swaps and other derivative products would be adhered to by the Mutual Fund.

IRS and FRAs do also have inherent credit and settlement risks. However, these risks are substantially reduced as they are limited to the interest streams and not the notional principal amounts.

Investments in Derivatives will be in accordance with the extant SEBI Regulations / guidelines. Presently Derivatives shall be used for hedging and / or portfolio balancing purposes, as permitted under the Regulations. The circumstances under which such transactions would be entered into would be when, for example using the IRS route it is possible to generate better returns / meet the objective of the Scheme at a lower cost.

The following information provides a basic idea as to the nature of the Derivative instruments proposed to be used by the Scheme and the benefits and risks attached therewith. Please note that the examples have been given for illustration purposes only.

### **Using Overnight Indexed Swaps**

In a rising interest rate scenario, the Scheme may enhance returns for the Investor by hedging the risk on its fixed interest paying assets by entering into an OIS contract where the Scheme agrees to pay a fixed interest rate on a specified notional amount, for a pre determined tenor and receives floating interest rate payments on the same notional amount. The fixed returns from the Scheme assets and the fixed interest payments to be made by the Scheme on account of the OIS transaction offset each other and the Scheme benefits on the floating interest payments that it receives.

The Scheme may enter into an opposite position in case of a falling interest rate scenario, i.e. to hedge the floating rate assets in its portfolio the Scheme enters into an OIS transaction wherein it receives a fixed interest rate on a specified notional amount for a specified time period and pays a floating interest rate on the same notional amount.

The floating interest payments that the Scheme receives on its floating rate securities and the floating interest payments that the Scheme has to pay on account of the OIS transaction offset each other and the Scheme benefits on the fixed interest payments that it receives in such a scenario.

#### **Illustration:**

Assume that the Scheme has a Rs. 25 crore floating rate investment linked to MIBOR (Mumbai Inter Bank Offered Rate). Hence, the Scheme is currently running an interest rate risk and stands to lose if the interest rate moves down. To hedge this interest rate risk, the Scheme can enter into a 6 month MIBOR swap. Through this swap, the Scheme will receive a fixed predetermined rate (assume 7.75%) and pays the “benchmark rate” (MIBOR), which is fixed by the NSE or any other agency such as Reuters. This swap would effectively lock-in the rate of 7.75% for the next 6 months, eliminating the daily interest rate risk.

This transaction is usually routed through an intermediary who runs a book and matches deals between various counter parties. The steps will be as follows:

Assuming the swap is for Rs. 25 Crores for April 01, 2023 to September 30, 2023. The Scheme is a fixed rate receiver at 7.75% and the counterparty is a floating rate receiver at the overnight rate on a compounded basis (say NSE MIBOR).

On April 01, 2023, the Scheme and the counterparty will exchange only a contract of having entered this swap. This documentation would be as per International Swap Dealers Association (ISDA) norms.

On a daily basis, the benchmark rate fixed by NSE will be tracked by them.

On September 30, 2023, they will calculate the following:

- The Scheme - fixed rate receiver is entitled to receive interest on Rs. 25 Crores at 7.75% for 181 days i.e. Rs. 96.08 lakhs, (this amount is known at the time the swap was concluded) and will pay the compounded benchmark rate.
- The counterparty is entitled to receive daily compounded MIBOR for 181 days & pay 7.75% fixed.
- On September 30, 2023, if the total interest on the daily overnight compounded benchmark rate is higher than Rs. 96.08 lakhs, the Scheme will pay the difference to the counterparty. If the daily compounded benchmark rate is lower, then the counterparty will pay the Scheme the difference.

The above example illustrates the use of Derivatives for hedging and optimizing the investment portfolio. Swaps have their own drawbacks like credit risk, settlement risk. However, these risks are substantially reduced as the amount involved is interest streams and not principal.

### **Forward Rate Agreement**

A Forward Rate Agreement is an agreement to pay or receive the difference between the agreed fixed rate and actual interest prevailing at a stipulated future date. The interest rate is fixed now for a future agreed period wherein only the interest is settled between the counter parties.

#### **Illustration:**

Assume that on April 30, 2023, the 30 day Commercial Paper (CP) rate is 8.50% and the Scheme has an investment in a CP of face value Rs. 50 Crores, which is going to mature on May 31, 2023. If the interest rates are likely to remain stable or decline after May 31, 2023, and if the fund manager, who wants to re-deploy the maturity proceeds for 1 more month does not want to take the risk of interest rates going down, he can then enter into a following Forward Rate Agreement (FRA) say as on April 30, 2023:

He can receive 1 X 2 FRA on April 30, 2023, at 8.50% (FRA rate for 1 months lending in 1 months time) on the notional amount of Rs. 50 Crores, with a reference rate of 30 day CP benchmark. If the CP benchmark on the settlement date i.e. May 31, 2023, falls to 8.25%, then the Scheme receives the difference  $8.50 - 8.25$  i.e. 25 basis points on the notional amount Rs. 50 Crores.

### **Interest Rate Futures**

An Interest Rate Futures (IRF) contract is an agreement to buy or sell a debt instrument at a specified date at a price that is fixed today. Assume that the Scheme holds a GOI security and the fund manager has a view that the yields will go up in the near future leading to decrease in value of the investment and subsequent decrease in Net Asset Value (NAV) of the fund. In this case the fund manager may use Interest Rate Futures to mitigate the risk of decline of Net Asset Value (NAV) of the fund. The illustration given below will demonstrate the use of IRF.

### **Illustration:**

Assume that as on April 30, 2023, the Scheme holds a benchmark 10 year paper trading at Rs. 98.35 at a yield of 8.05% and the May 2023 futures contract on the 10 year notional 7% coupon bearing Government Paper is trading at Rs 92.10 at a yield of 8.17%. The fund manager decides to hedge the exposure by taking a short position in the September 2020 IRF contract.

On May 24, 2023 the yield of the benchmark 10 year paper has increased to 8.10% and the price has decreased to Rs 95.00 and the May 2023 futures contract on the 10 year notional 7% coupon bearing Government Paper is trading at Rs 91.50 at a yield of 8.25%. The fund manager unwinds the short position by buying the May 2023 futures contract. The transaction results in profit from the futures position, against the corresponding loss from the long Government of India security position.

Certain risks are inherent to Derivative strategies viz. lack of opportunities, inability of Derivatives to correlate perfectly with the underlying and execution risks, whereby the rate seen on the screen may not be the rate at which the transaction is executed. For details of risk factors relating to use of Derivatives, the investors are advised to refer to Scheme Specific Risk Factors given elsewhere in this document.

### **Position Limits**

The position limits for Mutual Funds and its schemes shall be under:

#### **(i) Position limit for Mutual Funds in index options contracts**

- (a) The Mutual Fund position limit in all index options contracts on a particular underlying index shall be Rs 500 Cr or 15% of the total open interest of the market in index options, whichever is higher, per Stock Exchange.
- (b) This limit would be applicable on open positions in all options contracts on a particular underlying index.

#### **(ii) Position limit for Mutual Funds in index futures contracts**

- (a) The Mutual Fund position limit in all index futures contracts on a particular underlying index shall be Rs 500 Cr or 15% of the total open interest of the market in index futures, whichever is higher, per Stock Exchange.
- (b) This limit would be applicable on open positions in all futures contracts on a particular underlying index.

#### **(iii) Additional position limit for hedging**

- (a) In addition to the position limits at point (i) and (ii) above, Mutual Funds may take exposure in equity index derivatives subject to the following limits:

(b) Short positions in index derivatives (short futures, short calls and long puts) shall not exceed (in notional value) the Mutual Fund's holding of stocks.

(c) Long positions in index derivatives (long futures, long calls and short puts) shall not exceed (in notional value) the Mutual Fund's holding of cash, government securities, T-Bills and similar instruments.

**(iv) Position limit for Mutual Funds for stock based derivative contracts**

(a) The combined futures and options position limit shall be 20% of the applicable Market Wide Position Limit (MWPL).

(b) The MWPL and client level position limits however would remain the same as prescribed.

**(v) Position limit for each scheme of a Mutual Fund**

The scheme-wise position limit requirements shall be:

(a) For stock option and stock futures contracts, the gross open position across all derivative contracts on a particular underlying stock of a scheme of a mutual fund shall not exceed the higher of:

- (i) 1% of the free float market capitalization (in terms of number of shares). Or
- (ii) 5% of the open interest in the derivative contracts on a particular underlying stock (in terms of number of contracts).

(b) This position limits shall be applicable on the combined position in all derivative contracts on an underlying stock at a Stock Exchange.

(c) For index based contracts, Mutual Funds shall disclose the total open interest held by its scheme or all schemes put together in a particular underlying index, if such open interest equals to or exceeds 15% of the open interest of all derivative contracts on that underlying index.

**Exposure to Derivatives**

Further, the exposure limits for trading in derivatives by Mutual Fund specified by SEBI vide para 12.24 and 12.25 of the SEBI Master Circular for Mutual Funds dated June 27, 2024 is as follows:

1. The cumulative gross exposure through equity & equity related instruments, debt and Money Market Instruments, derivatives, other permitted securities/assets and such other securities/assets as may be permitted by the Board from time to time subject to regulatory approvals, if any should not exceed 100% of the net assets of the Scheme.
2. The total exposure related to option premium paid must not exceed 20% of the net assets of the scheme.

3. Cash or cash equivalents with residual maturity of less than 91 days may be treated as not creating any exposure.

4. Exposure due to hedging positions may not be included in the above mentioned limits subject to the following

- Hedging positions are the derivative positions that reduce possible losses on an existing position in securities and till the existing position remains.
- Hedging positions cannot be taken for existing derivative positions. Exposure due to such positions shall have to be added and treated under limits mentioned in Point 1
- Any derivative instrument used to hedge has the same underlying security as the existing position being hedged.
- The quantity of underlying associated with the derivative position taken for hedging purposes does not exceed the quantity of the existing position against which hedge has been taken.

5. (a) Mutual Funds may enter into plain vanilla interest rate swaps for hedging purposes. The value of the notional principal in such cases must not exceed the value of respective existing assets being hedged by the scheme.

(b) In case of participation in IRS is through over the counter transactions, the counter party has to be an entity recognized as a market maker by RBI and exposure to a single counterparty in such transactions should not exceed 10% of the net assets of the scheme. However, if mutual funds are transacting in IRS through an electronic trading platform offered by the Clearing Corporation of India Ltd. (CCIL) and CCIL is the central counterparty for such transactions guaranteeing settlement, the single counterparty limit of 10% shall not be applicable.

6. Exposure due to derivative positions taken for hedging purposes in excess of the underlying position against which the hedging position has been taken, shall be treated under the limits mentioned in point (1) above.

#### 7. Definition of Exposure in case of derivatives positions

Each position taken in derivatives shall have an associated exposure as defined under. Exposure is the maximum possible loss that may occur on a position. However, certain derivative positions may theoretically have unlimited possible loss. Exposure in derivative positions shall be computed as follows:

Position	Exposure
Long Future	Futures Price * Lot Size * Number of Contracts
Short Future	Futures Price * Lot Size * Number of Contracts
Option bought	Option Premium Paid * Lot Size * Number of Contracts.

The Scheme may write call options only under a covered call strategy for constituent stocks of NIFTY 50 and BSE SENSEX subject to the following:

- The total notional value (taking into account strike price as well as premium value) of call options written by scheme shall not exceed 15% of total market value of equity shares held in that scheme.
- The total number of shares underlying the call options written shall not exceed 30% of the unencumbered shares of a particular company held in the scheme. The unencumbered shares in a scheme shall mean shares that are not part of Securities Lending and Borrowing Mechanism (SLBM), margin or any other kind of encumbrances.
- At all points of time the Mutual Fund scheme shall comply with the provisions at paragraph (i) and (ii) above. In case of any passive breach of the requirement at paragraph (i), the respective scheme shall have 7 trading days to rebalance the portfolio. During the rebalancing period, no additional call options can be written in the said scheme.
- In case the Scheme needs to sell securities on which a call option is written under a covered call strategy, it must ensure compliance with paragraphs (i) and (ii) above while selling the securities.
- In no case, the scheme shall write a call option without holding the underlying equity shares. A call option can be written only on shares which are not hedged using other derivative contracts.
- The premium received shall be within the requirements prescribed in SEBI Master Circular no. SEBI/HO/IMD/IMDPoD-1/P/ CIR/2023/74 dated June 27, 2024, i.e. the total gross exposure related to option premium paid and received must not exceed 20% of the net assets of the Scheme.

The exposure on account of the call option written under the covered call strategy shall not be considered as exposure of SEBI Master Circular no. SEBI/HO/IMD/IMDPoD-1/P/ CIR/2023/74 dated June 27, 2024.

## 2. Provisions on creation of Segregated portfolio/Side pocketing

SEBI has, vide clause 4.4 of Master Circular no. SEBI/HO/IMD/IMDPoD-1/P/ CIR/2023/74 dated June 27, 2024, permitted creation of segregated portfolio of debt and money market instruments by mutual funds schemes, in order to ensure fair treatment to all investors in case of a credit event / actual default of either the interest or principal amount (in case of unrated debt or money market instruments).

The creation of a segregated portfolio is optional and may be created at the discretion of the Board of Directors of Samco Asset Management Private Limited and Samco Trustee Private Limited, in case of a credit event at issuer level i.e. downgrade in credit rating by a Credit Rating Agencies (CRA), as under:

- Downgrade of a debt or money market instrument to ‘below investment grade’,
- Subsequent downgrades of the said instruments from ‘below investment grade’, or
- Similar such downgrades of a loan rating.

In case of difference in ratings by multiple CRAs, the most conservative rating shall be considered. Creation of segregated portfolio shall be based on issuer level credit events as mentioned above and implemented at the ISIN level.

The segregated portfolio of unrated debt or money market instruments shall be created only in case of actual default of either the interest or principal amount.

### **Process for Creation of Segregated Portfolio**

The AMC shall decide on creation of segregated portfolio of the Scheme on the day of credit event or actual default of either the interest or principal amount, in case of its unrated debt or money market instruments. Once the AMC decides to segregate portfolio, the AMC shall:

- (i) seek approval from the Board of Directors of the Trustee, prior to creation of the segregated portfolio.
- (ii) immediately issue a press release disclosing its intention to segregate such instrument and its impact on the investors of the Scheme. The AMC shall also disclose that the segregation shall be subject to Trustee approval. Additionally, the said press release shall be prominently disclosed on the website of the AMC.
- (iii) ensure that till the time the Trustee approval is received, which in no case shall exceed 1 (one) business day from the day of credit event or actual default of either the interest or principal amount (in case of unrated debt or money market instruments), the subscription and redemption in the concerned Scheme shall be suspended for processing with respect to creation of units and payment on redemptions.

### **Once the Trustee approval is received,**

- (i) The segregated portfolio shall be effective from the day of credit event or actual default of either the interest or principal amount (in case of unrated debt or money market instruments).
- (ii) The AMC shall issue a press release immediately with all relevant information pertaining to the segregated portfolio of the Scheme. The said information shall also be submitted to SEBI.
- (iii) An e-mail or SMS should be sent to all unit holders of the concerned Scheme.
- (iv) The NAVs of both segregated and main portfolio shall be disclosed from the day of credit event or actual default of either the interest or principal amount (in case of unrated debt or money market instruments).
- (v) All existing investors in the Scheme as on the day of credit event / actual default of either the interest or principal amount (in case of unrated debt or money market instruments) shall be allotted equal number of units in the segregated portfolio as held in the main portfolio.
- (vi) No redemption and subscription shall be allowed in the segregated portfolio. However, in order to facilitate exit to unit holders in the segregated portfolio, the AMC shall enable listing of units of segregated portfolio on the recognized stock exchange within 10 working days of creation of segregated portfolio and also enable transfer of such units on receipt of transfer requests.

If the Trustee does not approve the proposal to create a segregated portfolio, the AMC will issue a press release immediately informing investors of the same. Thereafter, the transactions will be processed on the applicable NAV of total portfolio.

### **Valuation and processing of subscriptions and redemptions**

Notwithstanding the decision to segregate the debt and money market instrument, the valuation process shall take into account the credit event date / actual default of either the interest or principal amount (in case of unrated debt or money market instruments) and the portfolio shall be valued based on the principles of fair valuation (i.e. realizable value of the assets) in terms of the relevant provisions of SEBI MF Regulations, 1996 and circular(s) issued thereunder.

All subscription and redemption requests for which NAV of the day of credit event / actual default of either the interest or principal amount (in case of unrated debt or money market instruments) is applicable, will be processed as per the existing SEBI circular on applicability of NAV as under:

1. Upon receipt of Trustee approval to create a segregated portfolio -
  - Investors redeeming their units will get redemption proceeds based on the NAV of main portfolio and will continue to hold the units of segregated portfolio.
  - Investors subscribing to the scheme will be allotted units only in the main portfolio based on its NAV.
2. In case the Trustee does not approve the proposal of segregated portfolio, subscription and redemption applications will be processed based on the NAV of total portfolio.

### **Disclosure Requirements**

In order to enable the existing as well as the prospective investors to take informed decision, the following shall be adhered to:

- A statement of holding indicating the units held by the investors in the segregated portfolio along with the NAV of both segregated portfolio and main portfolio as on the day of the credit event shall be communicated to the investors within 5 working days of creation of the segregated portfolio.
- Adequate disclosure of the segregated portfolio shall appear in all scheme related documents, in monthly and half-yearly portfolio disclosures and in the annual report of the mutual fund and the scheme.
- The Net Asset Value (NAV) of the segregated portfolio shall be declared on daily basis.
- The information regarding number of segregated portfolios created in a scheme shall appear prominently under the name of the scheme at all relevant places such as SID, KIM-cum-Application Form, advertisement, AMC and AMFI websites, etc.

- The scheme performance required to be disclosed at various places shall include the impact of creation of segregated portfolio. The scheme performance shall clearly reflect the fall in NAV to the extent of the portfolio segregated due to the credit event and the said fall in NAV along with recovery(ies), if any, shall be disclosed as a footnote to the scheme performance.
- The disclosures at paragraph (d) and (e) above regarding the segregated portfolio shall be carried out for a period of at least 3 years after the investments in segregated portfolio are fully recovered/ written-off.
- The investors of the segregated portfolio shall be duly informed of the recovery proceedings of the investments of the segregated portfolio. Status update may be provided to the investors at the time of recovery and also at the time of writing-off of the segregated securities.

### **TER for the Segregated Portfolio**

- a. The AMC shall not charge investment and advisory fees on the segregated portfolio. However, TER (excluding the investment and advisory fees) can be charged, on a pro-rata basis only upon recovery of the investments in segregated portfolio.
- b. The TER so levied shall not exceed the simple average of such expenses (excluding the investment and advisory fees) charged on daily basis on the main portfolio (in % terms) during the period for which the segregated portfolio was in existence.
- c. The legal charges related to recovery of the investments of the segregated portfolio may be charged to the segregated portfolio in proportion to the amount of recovery. However, the same shall be within the maximum TER limit as applicable to the main portfolio. The legal charges in excess of the TER limits, if any, shall be borne by the AMC.
- d. The costs related to segregated portfolio shall in no case be charged to the main portfolio.

### **Monitoring by Trustees**

In order to ensure timely recovery of investments of the segregated portfolio, trustees shall ensure that:

- The AMC puts in sincere efforts to recover the investments of the segregated portfolio.
- Upon recovery of money, whether partial or full, it shall be immediately distributed to the investors in proportion to their holding in the segregated portfolio. Any recovery of amount of the security in the segregated portfolio even after the write off shall be distributed to the investors of the segregated portfolio.
- An Action Taken Report (ATR) on the efforts made by the AMC to recover the investments of the segregated portfolio shall be placed in every Trustee meeting till the investments are fully recovered/written-off.
- The Trustees will monitor the compliance of the SEBI Circular in respect of creation of segregated portfolio and disclosure in this respect shall be made in Half-Yearly Trustee reports filed with SEBI.

In order to avoid mis-use of segregated portfolio, Trustees shall ensure to have a mechanism in place to negatively impact the performance of Fund Managers, Chief Investment Officers (CIOs), etc. involved in the investment process of securities under the segregated portfolio. The new mechanism shall mirror the existing mechanism for performance incentives of the AMC, including the claw back of such amount to the segregated portfolio of the Scheme.

### **Example of Segregation:**

The below table shows how a security affected by a credit event / actual default of either the interest or principal amount (in case of unrated debt or money market instruments) will be segregated and its impact on investors. Whether the distressed security is held in the original portfolio or the segregated portfolio, the value of the investors' holdings will remain the same on the date of actual default of either the interest or principal amount (in case of unrated debt or money market instruments).

### **Key assumptions:**

Let us assume a Scheme consists of 3 Securities (A, B and C). It has two investors with total of 10,000 units (Investor 1 with 6,000 units, Investor 2 with 4,000 units).

Total Portfolio Value of Rs. 30 Lakhs (Each Security invested Rs. 10 Lakh).

Current NAV:  $30,00,000/10,000 = \text{Rs. 300 Per Unit}$ .

Suppose Security A is downgraded to below investment grade or default of either the interest or principal amount (in case of unrated debt or money market instruments) and consequently the value of the security falls from Rs. 10,00,000 to Rs. 4,00,000 and the AMC decides to segregate the security into a new portfolio, then the Investors will be allotted the same number of units in the segregated portfolio as they hold in the main portfolio. So, Investor 1 will get 6,000 Units and Investor 2 will get 4,000 units in the segregated portfolio.

With Segregation, the Portfolio Value is Rs. 24,00,000 (Now B & C Securities worth Rs. 20 Lakh and Security A has fallen from Rs 10,00,000 to Rs. 4,00,000).

	Main Portfolio (Security of B & C)	Segregated Portfolio (Security A)
Net Assets	Rs. 20,00,000	Rs. 4,00,000
Number of Units	10,000	10,000
NAV per Unit	$Rs. 20,00,000/ 10,000 = \text{Rs. 200}$	$Rs. 4,00,000/ 10,000 = \text{Rs. 40}$

With respect to Investors:

	Investor 1	Investor 2
Units held in Main portfolio (No. of Units)	6,000	4,000
NAV of Main Portfolio	Rs. 200 per Unit	Rs. 200 per unit
Value of Holding in Main Portfolio (A) (Rs.)	12,00,000	8,00,000

	Investor 1	Investor 2
Units Held in Segregated Portfolio	6,000	4,000
NAV of Segregated Portfolio	Rs. 40 Per unit	Rs. 40 Per unit
Value of Holding in Segregated Portfolio (B) (Rs.)	2,40,000	1,60,000
<b>Total Value of Holdings (A) + (B) (Rs.)</b>	<b>14,40,000</b>	<b>9,60,000</b>

**In case the portfolio is not segregated, the Total Portfolio after marking down the value of security A would be :**

<b>Net Assets of the Portfolio Rs. 24,00,000 (Rs. 4,00,000 in Security A and Rs. 10,00,000 in Security B and Rs. 10,00,000 in Security C)</b>	<b>No. of Units 10,000</b>	<b>NAV per unit Rs. 24,00,000 / 10,000 = Rs. 240</b>
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Particulars	Investor 1	Investor 2
Units held in Original portfolio (No. of Units)	6,000	4,000
NAV of Original Portfolio	Rs. 240 Per Unit	Rs. 240 Per Unit
Value of Holding (Rs.)	14,40,000	9,60,000

The AMC / Mutual Fund shall adhere to such other requirements as may be prescribed by SEBI / AMFI in this regard.

### 3. Transaction Charges and Stamp Duty

In terms of SEBI Master Circular no. SEBI/HO/IMD/IMDPoD-1/P/ CIR/2023/74 dated June 27, 2024, as amended from time to time, Transaction Charge per subscription of ₹ 10,000/- and above shall be charged from the investors and shall be payable to the distributors/ brokers (who have opted in for charging the transaction charge based on the type of the product) in respect of applications routed through distributor/ broker relating to Purchases / subscription / new inflows only (lump sum and SIP). The transaction charge (based on the type of the product), if any shall be deducted by AMC from the subscription amount and paid to the distributor; and the balance shall be invested and accordingly units allotted. The statement of account shall clearly state the net investment as gross subscription less transaction charge. The charge is, subject to the following:

- For Existing / New investors: ₹100 / Rs.150 as applicable per subscription of ₹ 10,000/- and above
- Transaction charge for SIP shall be applicable only if the total commitment through SIP amounts to ₹ 10,000/- and above. In such cases the transaction charge would be recovered in 4 equal successful installments.
- There shall be no transaction charge on subscription below ₹ 10,000/-.
- There shall be no transaction charges on direct investments.
- There shall be no transaction charges for transaction other than purchases / subscriptions relating to new inflows such as Switches, etc.
- Transactions carried out through the Stock Exchange platforms for mutual funds shall not be subject to transaction charges.

However, the option to charge “transaction charges” is at the discretion of the distributors. Investors may note that distributors can opt to receive transaction charges based on type of the Scheme. Accordingly, the transaction charges would be deducted from the subscription amounts, as applicable.

The requirement of minimum application amount shall not be applicable if the investment amount falls below the minimum amount required due to deduction of transaction charges from the subscription amount.

The Transaction Charge as mentioned above shall be deducted by the AMC from the subscription amount of the Unit Holder and paid to the distributor and the balance shall be invested in the Scheme. The statement of account shall clearly state that the net investment as gross subscription less transaction charge and give the number of units allotted against the net investment.

### **Stamp duty**

Pursuant to Notification No. S.O. 1226(E) and G.S.R. 226(E) dated March 30, 2020 issued by Department of Revenue, Ministry of Finance, Government of India, read with Part I of Chapter IV of Notification dated February 21, 2019 issued by Legislative Department, Ministry of Law and Justice, Government of India on the Finance Act, 2019, stamp duty @0.005% of the transaction value would be levied on applicable mutual fund transactions such as purchases (including switch-in, Reinvestment of Income Distribution cum Capital Withdrawal) with effect from July 1, 2020.

Accordingly, pursuant to levy of stamp duty, the number of units allotted on purchases, switch-ins, Systematic Investment Plan (SIP) installments, Systematic Transfer Plan (STP) installments, Reinvestment of Income Distribution cum Capital Withdrawal etc. to the unit holders would be reduced to that extent. The stamp duty will be deducted from the net investment amount i.e. gross investment amount less any other deduction like transaction charge. Units will be created only for the balance amount i.e. Net Investment Amount as reduced by the stamp duty. The stamp duty will be computed at the rate of 0.005% on an inclusive method basis.

For instance: If the transaction amount is Rs. 100,100/- and the transaction charge is Rs. 100, the stamp duty will be calculated as follows:  $((\text{Transaction Amount} - \text{Transaction Charge})/100.005*0.005)$

= Rs. 5. If the applicable Net Asset Value (NAV) is Rs. 10 per unit, then units allotted will be calculated as follows:  $(\text{Transaction Amount} - \text{Transaction Charge} - \text{Stamp Duty})/\text{Applicable NAV} = 9,999.50$  units.

## **I. DISCLOSURES AND REPORTS BY THE FUND**

### **1. Account Statement/Consolidated Account Statement**

#### **APPLICABLE TO INVESTORS WHO OPT TO HOLD UNITS IN PHYSICAL (NON-DEMAT) MODE AND DO NOT HAVE DEMAT ACCOUNT:**

**For normal transactions during ongoing sales and repurchase:**

- On acceptance of the application for subscription, an allotment confirmation specifying the number of units allotted to the investor shall be sent by way of email and/or SMS's to the investors' registered email address and/or mobile number not later than 5 (five) business days from the date of receipt of the application.
- Thereafter, a Consolidated Account Statement (CAS) for each calendar month to the Unitholder(s) in whose folio(s) transaction(s) has/have taken place during the month, on or before 12<sup>th</sup> day of the succeeding month in case of investors who have opted for delivery via electronic mode. In case of investors who have opted for delivery via physical mode, CAS shall be dispatched by the 15th day from the month end. CAS shall contain details relating to all the transactions carried out by the investor, including details of transaction charges paid to the distributor, if any, across all schemes of all mutual funds, during the month and holding at the end of the month. The word 'transaction' shall include purchase, redemption, switch, payout of IDCW, reinvestment of IDCW, Systematic Investment Plan, Systematic Withdrawal Plan, Systematic Transfer Plan and bonus transactions.
- In case of specific request is received from investors, account statement shall be issued to the investors within 5 (five) business days from the receipt of such request without any charges. The unitholder may request for a physical account statement by writing/calling the AMC/ISC/R&T.
- In the event the account has more than one registered holder, the first named Unitholder shall receive the CAS/account statement.
- The transactions viz. purchase, redemption, switch, payout of IDCW, etc., carried out by the Unitholders shall be reflected in the CAS on the basis of Permanent Account Number (PAN).
- The CAS shall not be received by the Unitholders for the folio(s) not updated with PAN details. The Unitholders are therefore requested to ensure that the folio(s) are updated with their PAN.
- No Account statements will be issued to investors opted to hold units in electronic (demat) mode, since the statement of account furnished by depository participant periodically will contain the details of transactions

#### **APPLICABLE TO INVESTORS WHO OPT TO HOLD UNITS IN ELECTRONIC (DEMAT) MODE:**

- On acceptance of the application for subscription, an allotment confirmation specifying the number of units allotted to the investor shall be sent by way of email and/or SMS's to the investors' registered email address and/or mobile number not later than 5 (five) business days from the date of receipt of the application.
- The asset management company shall issue units in dematerialized form to a unit holder in a scheme within 2 (two) working days of the receipt of request from the unit holder. Thereafter, Single Consolidated Account Statement (SCAS), based on PAN of the holders, shall be sent by Depositories, for each calendar month on or before fifteenth day of the succeeding month to the unitholders in whose folio(s)/demat account(s) transactions have taken place during that month.
- SCAS shall be sent by Depositories every half yearly (September/ March), on or before twenty first day of succeeding month, detailing holding at the end of the sixth

month, to all such unitholders in whose folios and demat accounts there have been no transactions during that period.

- In case of demat accounts with nil balance and no transactions in securities and in mutual fund folios, the depository shall send account statement in terms of regulations applicable to the depositories.
- Consolidation shall be done on the basis of Permanent Account Number (PAN). In the event the folio / demat account has more than one registered holder, the first named Unit holder / Account holder shall receive the SCAS. For the purpose of SCAS, common investors across mutual funds / depositories shall be identified on the basis of PAN. Consolidation shall be based on the common sequence/ order of investors in various folios/ demat accounts across mutual funds / demat accounts across depository participants.
- In case of multiple accounts across two depositories, the depository with whom the demat account has been opened earlier will be the default depository which will consolidate the details across depositories and Mutual Fund investments and dispatch the SCAS to the unitholders.
- Unitholders whose folio(s)/demat account(s) are not updated with PAN shall not receive SCAS. Unitholders are therefore requested to ensure that their folio(s)/demat account(s) are updated with PAN.
- For Unitholders who have provided an e-mail address in KYC records, the SCAS will be sent by e-mail.
- The Unitholders may request for account statement for mutual fund units held in physical mode. In case of a specific request received from the Unitholders, account statement shall be provided to the unitholders within 5 business days from the receipt of such request.
- No account statements will be issued to unitholders opted to hold units in demat mode, since the statement of account furnished by depository participant periodically will contain the details of transactions.
- SCAS sent within the time frame mentioned above is provisional and is subject to realisation of payment instrument and/or verification of documents, including the application form

### **Half Yearly Consolidated Account Statement:**

- A CAS detailing holding across all schemes of all mutual funds at the end of every six months (i.e. September/ March), shall be sent by e-mail on or before 18<sup>th</sup> day of succeeding month, in case of investors who have opted for delivery via electronic mode. Such Consolidated Account Statement shall reflect the latest closing balance and value of the Units prior to the date of generation of the consolidated account statement. In case of investors who have opted for delivery via physical mode, CAS shall be dispatched by the 21st day of succeeding month.
- The half yearly consolidated account statement will be sent by e-mail to the Unitholders whose e-mail address is available, unless a specific request is made to receive in physical.

### **COMMUNICATION BY EMAIL**

For those unitholders who have provided an e-mail address, the AMC will send the communication by email. Unitholders who receive e-mail statements may download the documents after receiving e-mail from the Mutual Fund. Should the Unitholder experience any difficulty in accessing the electronically delivered documents, the Unitholder shall promptly advise the Mutual Fund to enable the Mutual Fund to make the delivery through alternate means. It is deemed that the Unitholder is aware of all security risks including possible third party interception of the documents and contents of the documents becoming known to third parties. For ease of communication, first applicant's own email ID and mobile number should be provided.

## **2. Half Yearly Disclosures/Portfolio Disclosures/Financial Results**

In terms of SEBI Regulations, Mutual Funds/ AMCs will disclose portfolio (along with ISIN) as on the last day of the month / half-year for all Schemes on its website [www.samcomf.com](http://www.samcomf.com) and on the website of AMFI ([www.amfiindia.com](http://www.amfiindia.com)) within 10 days from the close of each month/ half-year respectively in a user-friendly and downloadable spreadsheet format. The Mutual Fund/AMCs will send to Unitholders a complete statement of the scheme portfolio, within ten days from the close of each month / half-year whose email addresses are registered with the Mutual Fund. Further, the Mutual Fund / AMC shall publish an advertisement disclosing the hosting of such half yearly scheme portfolio on its website [www.samcomf.com](http://www.samcomf.com) and on the website of AMFI ([www.amfiindia.com](http://www.amfiindia.com)). Mutual Funds/ AMCs will also provide a physical copy of the statement of its scheme portfolio, without charging any cost, on specific request received from a unitholder.

## **3. Half Yearly Results**

Mutual Fund / AMC shall within one month from the close of each half year, (i.e. 31st March and on 30th September), host a soft copy of its unaudited financial results on its website ([www.samcomf.com](http://www.samcomf.com)). Further, the Mutual Fund / AMC shall publish an advertisement disclosing the hosting of such unaudited half yearly financial results on their website.

## **4. Annual Report**

The scheme wise annual report or an abridged summary thereof shall be provided to all Unitholders not later than four months from the date of closure of the relevant accounting year whose email addresses are registered with the Mutual Fund. The physical copies of Scheme wise Annual report will also be made available to the unitholders, at the registered offices at all times. The scheme wise annual report will also be hosted on the website on its website ([www.samcomf.com](http://www.samcomf.com)) and on the website of AMFI ([www.amfiindia.com](http://www.amfiindia.com)).

The physical copy of the abridged summary shall be provided to the investors without charging any cost, if a specific request through any mode is received from the unitholder.

Further, the Mutual Fund / AMC shall publish an advertisement disclosing the hosting of scheme wise annual report on its website [www.samcomf.com](http://www.samcomf.com) and on the website of AMFI ([www.amfiindia.com](http://www.amfiindia.com)).

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**For and on behalf of the Board of Directors of Samco Asset Management Pvt. Ltd.**

S/d

**Mr. Viraj Gandhi**  
Chief Executive Officer  
Place: Mumbai  
Dated: January 30, 2026

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