



# STATEMENT OF ADDITIONAL INFORMATION

MUTUAL FUND	TRUSTEE
<b>Quantum Mutual Fund</b> 6 <sup>th</sup> Floor, Hoechst House, Nariman Point, Mumbai - 400021	<b>Quantum Trustee Company Private Ltd.</b> 6 <sup>th</sup> Floor, Hoechst House, Nariman Point, Mumbai – 400021 CIN - U67190MH2005PTC156119
SPONSOR	INVESTMENT MANAGER
<b>Quantum Advisors Private Ltd.</b> 6 <sup>th</sup> Floor, Hoechst House Nariman Point, Mumbai – 400021 CIN - U65990MH1990PTC055279	<b>Quantum Asset Management Company Private Ltd.</b> 6 <sup>th</sup> Floor, Hoechst House, Nariman Point, Mumbai – 400021 CIN -U65990MH2005PTC156152

## WEBSITE

[www.QuantumAMC.com](http://www.QuantumAMC.com)

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

This SAI is dated June 30, 2023

**Quantum Asset Management Company Pvt. Ltd.**

Regd. office - 6<sup>th</sup> Floor, Hoechst House, Nariman Point, Mumbai - 400 021, India

Toll Free No.:1800-209-3863 / 1800-22-3863, Telephone No.: 91-22-61447800,

Email: [CustomerCare@QuantumAMC.com](mailto:CustomerCare@QuantumAMC.com), Website: [www.QuantumAMC.com](http://www.QuantumAMC.com), CIN: U65990MH2005PTC156152

## LIST OF ADDENDA

Date of Addendum	Particulars
August 09, 2023	Creation of Segregated Portfolio in Case of Credit Event
October 31, 2023	Investments Valuation Norms For Securities and Other Assets
October 31, 2023	Appointment of Key Personnel - Varsha Khandelwal & Sneha Pandey
November 08, 2023	Demat – Investor Profile Update on 8 November 2023
November 15, 2023	Cessation of Key Personnel - Tejas Pawar
January 05, 2024	Cessation of Key Personnel - Mr. Shahzad Bemani
March 28, 2024	Cessation and appointment of key personnel and Cessation of Ahmedabad office

**NOTICE CUM ADDENDUM**

**Notice** is hereby given to the Investors / Unit holders of the schemes of Quantum Mutual Fund to take a note of the following change to the Statement of Additional Information

**CREATION OF SEGREGATED PORTFOLIO IN CASE OF CREDIT EVENT**

In order to ensure fair treatment to all investors in case of a Credit Event and to deal with liquidity risk, SEBI vide its circular no. SEBI/HO/IMD/DF2/CIR/P/2018/160 dated December 28, 2018, as amended from S.O. 53 57 time to time has allowed creation of Segregated Portfolio of debt and money market instruments by mutual fund schemes. Creation of Segregated Portfolio shall be optional and at the sole discretion of the asset management company.

- (i) Segregated Portfolio shall mean a portfolio comprising of debt or money market instrument affected by a Credit Event, that has been segregated in a mutual fund scheme.
- (ii) Main Portfolio shall mean the scheme portfolio excluding the Segregated Portfolio.
- (iii) Total Portfolio shall mean the scheme portfolio including the securities affected by the Credit Event.

**(A) Credit Event**

1. For Rated debt or money market instruments:

- (I) Segregated Portfolio may be created, in case of a credit event at issuer level i.e. downgrade in credit rating by a SEBI registered Credit Rating Agency (CRA), as under:
  - Downgrade of a debt or money market instrument to 'below investment grade', or
  - Subsequent downgrades of the said instruments from 'below investment grade', or
  - Similar such downgrades of a loan rating
- (II) In case of difference in rating by multiple CRAs, the most conservative rating shall be considered. Creation of Segregated Portfolio shall be based on issuer level credit events as mentioned above and implemented at the ISIN level.

2. For Unrated debt or money market instruments

Segregated Portfolio of unrated debt or money market instruments may be created only in case of actual default of either the interest or principal amount by the issuer. Credit event in this case shall be 'actual default' by the issuer of such instruments and shall be considered for creation of Segregated Portfolio.

**(B) Process for Creation of Segregated Portfolio**

- 1. On the date of credit event, the AMC shall decide on creation of Segregated Portfolio. Once AMC decides to segregate portfolio, it shall:
  - (I) seek approval of trustees prior to creation of the Segregated Portfolio.
  - (II) immediately issue a press release disclosing its intention to segregate such debt and money market instrument and its impact on the investors and 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 business day from the day of credit event, the subscription and redemption in the Scheme shall be suspended for processing with respect to creation of units and payment on redemptions.

2. Once Trustee approval is received by the AMC:
  - (I) Segregated Portfolio shall be effective from the day of credit event
  - (II) AMC shall issue a press release immediately with all relevant information pertaining to the Segregated Portfolio. The said information will also be submitted to SEBI.
  - (III) An e-mail or SMS shall be sent to all unit holders of the Scheme.
  - (IV) The NAV of both segregated and main portfolios shall be disclosed from the day of the credit event.
  - (V) All existing investors in the Scheme as on the day of the credit event shall be allotted equal number of units in the Segregated Portfolio as held in the main portfolio.
  - (VI) No redemption and subscription shall be allowed in the Segregated Portfolio. AMC shall enable listing of units of Segregated Portfolio on the recognized stock exchange within 10 working days of creation of Segregated Portfolio and also enable transfer of such units on receipt of transfer requests.
3. If the trustees do not approve the proposal to segregate portfolio, AMC will issue a press release immediately informing investors of the same.

**(C) Processing of Subscription and Redemption Proceeds**

All subscription and redemption requests for which NAV of the day of credit event or subsequent day is applicable will be processed as under:

1. Upon trustees' approval to create a Segregated Portfolio -
  - (i) Investors redeeming their units will get redemption proceeds based on the NAV of main portfolio and will continue to hold the units of Segregated Portfolio.
  - (ii) Investors subscribing to the Scheme will be allotted units only in the main portfolio based on its NAV.
2. In case trustees do not approve the proposal of Segregated Portfolio, subscription and redemption applications will be processed based on the NAV of total portfolio.

**(D) Valuation**

Notwithstanding the decision to segregate the debt and money market instrument, the valuation shall take into account the credit event and the portfolio shall be valued based on the principles of fair valuation (i.e. realizable value of the assets) in terms of the relevant provisions of SEBI (Mutual Funds) Regulations, 1996 and circular(s) issued thereunder.

**(E) TER for the Segregated Portfolio**

1. 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.
2. 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.
3. 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.
4. The costs related to Segregated Portfolio shall in no case be charged to the main portfolio.

**(F) Risks associated with Segregated Portfolio:**

1. Investor holding units of segregated portfolio may not be able to liquidate their holding till the time recovery of money from the issuer.
2. Security(ies) held in segregated portfolio may not realize any value.
3. Listing of units of segregated portfolio in recognized stock exchange does not necessarily guarantee their liquidity. There may not be active trading of units in the stock market. Further trading price of units on the stock market may be significantly lower than the prevailing NAV

**(G) Disclosure**

In order to enable the existing as well as the prospective investors to take informed decision, the following shall be adhered to:

- (i) 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.
- (ii) Adequate disclosure of the Segregated Portfolio shall be made in all scheme related documents, in monthly and half-yearly portfolio disclosures and in the annual report of the mutual fund and the Scheme.
- (iii) The Net Asset Value (NAV) of the Segregated Portfolio shall be declared on daily basis.
- (iv) The information regarding number of Segregated Portfolios created in the Scheme shall appear prominently under the name of the Scheme at all relevant places such as SID, KIM-cum-Application Form, advertisement, AMC and AMFI websites, etc.
- (v) The Scheme performance required to be disclosed at various places shall include the impact of creation of Segregated Portfolio. The Scheme performance should 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.
- (vi) 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.
- (vii) 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.

**(H) Monitoring by Trustees**

In order to ensure timely recovery of investments of the Segregated Portfolio, Trustees shall ensure that:

- (i) The AMC puts in sincere efforts to recover the investments of the Segregated Portfolio.
- (ii) 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.
- (iii) Trustees shall monitor the compliance of this circular and disclose in the half-yearly trustee reports filed with SEBI, the compliance in respect of every Segregated Portfolio created.
- (iv) In order to avoid mis-use of Segregated Portfolio, Trustees shall ensure to have a mechanism in place to negatively impact the performance incentives of Fund Managers, Chief Investment Officers (CIOs), etc. involved in the investment process of securities under the Segregated Portfolio, mirroring the existing mechanism for performance incentives of the AMC, including claw back of such amount to the Segregated Portfolio of the Scheme.

## (I) Illustration of Segregated Portfolio

The below table shows how a rated security affected by a credit event will be segregated and its impact on investors:

Portfolio Date: July 31, 2023

Downgrade Event Date: July 31, 2023

Mr. X is holding 1,000 units of the scheme for an amount of Rs. 11,31,993.87 (1,000 \* 1,131.9939)

### Portfolio before downgrade event

Security	Rating	Type	Quantity	Market Price Per Unit (Rs.)	Market Value (Rs.)	% of Net Assets
9.60% A Ltd.	CRISIL AAA	NCD	5,000	103.2232	5,16,116.00	45.59%
8.80% B Ltd.	CRISIL AA+	NCD	2,000	99.4678	1,98,935.60	17.57%
9.80% C Ltd.	ICRA A1+	CD	1,200	98.3421	1,18,010.52	10.43%
7.70% D Ltd.	CRISIL AA+	NCD	2,000	99.0000	1,98,000.00	17.49%
8.80% E Ltd.	CRISIL AA	NCD	500	101.2211	50,610.55	4.47%
Cash & equivalent					50,321.20	4.45%
Net Assets					11,31,993.87	100.00%
Unit Capital (No of Units)					1,000.0000	
NAV (in Rs)					1,131.9939	

Security Downgraded	7.70% D Ltd.	From AA+ to D
Valuation marked down by	75%	Valuation agencies shall provide the valuation price post consideration of standard haircut

### Portfolio as on July 31, 2023

Security	Rating	Type	Quantity	Market Price Per Unit (Rs.)	Market Value (Rs.)	% of Net Assets
9.60% A Ltd.	CRISIL AAA	NCD	5,000	103.2232	5,16,116.00	52.45%
8.80% B Ltd.	CRISIL AA+	NCD	2,000	99.4678	1,98,935.60	20.22%
9.80% C Ltd.	ICRA A1+	CD	1,200	98.3421	1,18,010.52	11.99%
7.70% D Ltd.	CRISIL AA+	NCD	2,000	25.0000	50,000.00	5.08%
8.80% E Ltd.	CRISIL AA	NCD	500	101.2211	50,610.55	5.14%
Cash & equivalent					50,321.20	5.11%
Net Assets					9,83,993.87	100.00%
Unit Capital (No of Units)					1,000.0000	
NAV (in Rs)					983.9939	

### Main Portfolio as on July 31,2023

Security	Rating	Type	Quantity	Market Price Per Unit (Rs.)	Market Value (Rs.)	% of Net Assets
9.60% A Ltd.	CRISIL AAA	NCD	5,000	103.2232	5,16,116.00	55.26%
8.80% B Ltd.	CRISIL AA+	NCD	2,000	99.4678	1,98,935.60	21.30%
9.80% C Ltd.	ICRA A1+	CD	1,200	98.3421	1,18,010.52	12.64%
8.80% E Ltd.	CRISIL AA	NCD	500	101.2211	50,610.55	5.42%
Cash & equivalent					50,321.20	5.39%
Net Assets					9,33,993.87	100.00%
Unit Capital (No of Units)					1,000.0000	
NAV (in Rs)					933.9939	

### Segregated Portfolio as on July 31,2023

Security	Rating	Type	Quantity	Market Price Per Unit (Rs.)	Market Value (Rs.)	% of Net Assets
7.70% D Ltd.	CRISIL AA+	NCD	2,000	25.0000	50,000.00	100.00%
Net Assets					50,000.00	100.00%
Unit Capital (No of Units)					1,000.0000	
NAV (in Rs)					50.0000	

### Net impact on value of holding of Mr. X after creation of segregation portfolio

	Main Portfolio	Segregated Portfolio	Total Value
No. of Units	1,000	1,000	
NAV (in Rs)	933.9939	50.0000	
Total Value (in Rs)	9,33,993.87	50,000.00	9,83,993.87

For Quantum Asset Management Company Private Limited  
(Investment Manager - Quantum Mutual Fund)

Sd/-  
Jimmy A Patel  
Managing Director and Chief Executive Officer  
DIN: 00109211

Place: Mumbai  
Date: August 09, 2023

**NOTICE CUM ADDENDUM**

Notice is hereby given to the Investors / Unit holders of the schemes of Quantum Mutual Fund to take a note of the following change to the Statement of Additional Information with effect from November 1, 2023

**INVESTMENTS VALUATION NORMS FOR SECURITIES AND OTHER ASSETS**

**I – Valuation of Securities in Case of Merger**

In case of merger of 2 companies post-merger valuation price would be market price of merged entity as available on NSE. Post merger if merged company is not listed than aggregate market price of last day of merger date of both companies to be considered. In case of any other type of capital corporate action event or change in valuation methodology other than mentioned above, the same shall be considered on case-to-case basis with necessary approval of Valuation Committee.

**II - Valuation of Interest Rate Swap**

Interest Rate Swap (IRS) Shall be valued based on average of prices as provided by the agency(ies) appointed by AMFI (Currently CRISIL and ICRA).

**III – Valuation of TREPS, REVERSE REPO, CROMS, CROPORATE BOND REPO**

These instruments are valued on Cost Plus interest accrual/ amortization basis. Repurchase (repo) transactions including tri-party repo i.e. TREPS, Clearcorp Repo Order Matching System i.e. CROMS and Repo in Corporate Debt Securities with tenor of up to 30 days and investment in short-term deposits with banks (pending deployment) shall be valued on cost plus accrual basis.

Repurchase (repo) transactions including tri-party repo i.e. TREPS, Clearcorp Repo Order Matching System i.e. CROMS and Repo in Corporate Debt Securities of maturity above 30 days will be valued at average of security level prices provided by valuation agencies. In case security level prices given by valuation agencies are not available, then such securities would be valued at purchase yield on the date of purchase. The security shall be amortized from 31st day price to redemption price on straight line basis from the 30th day before maturity.

**IV – Valuation of Corporate Debt Market Development Fund**

Units of Corporate Debt Market Development Fund (CDMDF) and would be valued at the published NAV as on the valuation day.

**V – Valuation of Gold**

LBMA Gold AM fixing price + conversion of Troy Ounces to Kilogram and adjustment for purity + convert it from USD to Rupee by foreign currency reference rate + The Indian levies in the form of custom duty, stamp duty, is added as applicable as prescribed by relevant authorities to arrive at the final landed price of gold without GST + Premium or discount calculated shall be added to LBMA price. e Premium/ discount shall be determined on a daily basis to ensure that final valuation price reflects the fair value. The premium / discount shall be decided by comparing the domestic price i.e. MCX spot price (or any other source as approved by the Valuation Committee) with the above calculated valuation price. The above changes are made in the Investment Valuation Norms for Securities and Other Assets (Policy) as part of Annual Review of the Policy in terms of SEBI Master Circular No. SEBI/HO/IMD/IMD-PoD-1/P/CIR/2023/74 dated May 29, 2023.



The updated Policy is hosted on the website [www.QuantumAMC.com](http://www.QuantumAMC.com)

This addendum forms an integral part of the SAI of Quantum Mutual Fund as amended from time to time. All other terms and conditions of the SAI will remain unchanged.

**For Quantum Asset Management Company Private Limited  
(Investment Manager – Quantum Mutual Fund)**

**Sd/-  
Jimmy A Patel  
Managing Director and Chief Executive Officer  
DIN: 00109211**

**Place: Mumbai  
Date: October 31, 2023**

**NOTICE CUM ADDENDUM**

Notice is hereby given to the Investors / Unit holders of the schemes of Quantum Mutual Fund to take a note of the following change to the Statement of Additional Information

**I - Appointment of Key Personnel – Varsha Khandelwal**

Ms. Varsha Khandelwal – Vice President Digital Marketing has been designated as Key Personnel of Quantum Asset Management Company Private Limited with effect from November 1,2023

<u>Name</u>	<u>Age (Yrs)</u>	<u>Designation</u>	<u>Education Qualifications</u>	<u>Brief Experience</u>
Varsha Khandelwal	34	Vice President – Digital Marketing	MBA	Ms. Varsha Khandelwal has over 14 years of experience in Digital Marketing and Corporate Communications. Prior to joining Quantum, she was associated with Edelweiss Tokio Life Insurance & Aegon Life Insurance

**II- Appointment of Key Personnel – Sneha Pandey**

Ms. Sneha Pandey has been appointed as Dealer – Fixed Income and shall be a Key Personnel of Quantum Asset Management Company Private Limited with effect from November 1,2023

<u>Name</u>	<u>Age (Yrs)</u>	<u>Designation</u>	<u>Education Qualifications</u>	<u>Brief Experience</u>
Sneha Pandey	31	Dealer – Fixed Income	B.Com	Ms. Sneha Pandey has over 5 years of experience in Fixed Income Analysis, Finance and Tax etc. Prior to joining Quantum, she was associated with Mahara & Associates & Vaibhav M Shah & Co

This addendum forms an integral part of the SAI of Quantum Mutual Fund as amended from time to time. All other terms and conditions of the SAI will remain unchanged.

**For Quantum Asset Management Company Private Limited  
(Investment Manager – Quantum Mutual Fund)**

**Sd/-  
Jimmy A Patel  
Managing Director and Chief Executive Officer  
DIN: 00109211**

**Place: Mumbai  
Date: October 31, 2023**

**NOTICE CUM ADDENDUM**

Notice is hereby given to the Investors / Unit holders of the schemes of Quantum Mutual Fund to take a note of the following change to the Statement of Additional Information

**The below paragraph is inserted under Section II - How to apply? - Demat details:**

The personal details/profile of the investors holding units in dematerialised form get updated in the folio as per the details provided by them to their depository participants. In case of changes to be done in any of these details/profile, the investor need to contact their depository participants.

This addendum forms an integral part of the SAI of Quantum Mutual Fund as amended from time to time. All other terms and conditions of the SAI will remain unchanged.

**For Quantum Asset Management Company Private Limited  
(Investment Manager – Quantum Mutual Fund)**

**Sd/-  
Jimmy A Patel  
Managing Director and Chief Executive Officer  
DIN: 00109211**

**Place: Mumbai  
Date: November 8, 2023**

**NOTICE CUM ADDENDUM**

Notice is hereby given to the Investors / Unit holders of the schemes of Quantum Mutual Fund to take a note of the following change to the Statement of Additional Information

**Cessation of Key Personnel – Tejas Pawar**

Mr. Tejas Pawar – Dealer Fixed Income has ceased to be a Key Personnel of Quantum Asset Management Company Private Limited (QAMC) pursuant to his resignation with effect from November 09, 2023.

In view of the same, the details of Mr. Tejas Pawar stand deleted under the **“Information on Key Personnel, Details of the Fund Management Team”** in the Statement of Additional Information (SAI) of Quantum Mutual Fund.

This addendum forms an integral part of the SAI of Quantum Mutual Fund as amended from time to time. All other terms and conditions of the SAI will remain unchanged.

**For Quantum Asset Management Company Private Limited  
(Investment Manager – Quantum Mutual Fund)**

**Sd/-**

**Jimmy A Patel**

**Managing Director and Chief Executive Officer**

**DIN: 00109211**

**Place: Mumbai**

**Date: November 15, 2023**

**NOTICE CUM ADDENDUM**

Notice is hereby given to the Investors / Unit holders of the schemes of Quantum Mutual Fund to take a note of the following change to the Statement of Additional Information

**Cessation of Key Personnel - Mr. Shahzad Bemani**

Mr. Shahzad Bemani - Risk Officer has ceased to be a Key Personnel of Quantum Asset Management Company Private Limited (QAMC) pursuant to his resignation with effect from December 29, 2023.

In view of the same, the details of Mr. Shahzad Bemani stand deleted under the **“Information on Key Personnel”** in the Statement of Additional Information (SAI) of Quantum Mutual Fund.

This addendum forms an integral part of the SAI of Quantum Mutual Fund as amended from time to time. All other terms and conditions of the SAI will remain unchanged.

**For Quantum Asset Management Company Private Limited  
(Investment Manager – Quantum Mutual Fund)**

**Sd/-**

**Jimmy A Patel**

**Managing Director and Chief Executive Officer**

**DIN: 00109211**

**Place: Mumbai**

**Date: January 5, 2024**

**NOTICE CUM ADDENDUM**

**NOTICE is hereby given to the Investors / Unit holders of the schemes of Quantum Mutual Fund to take a note of the following change to the Scheme Information Document(s), Key Information Memorandum(s) and Statement of Additional Information**

**1. Appointment of Key Personnel – Mr. Dhrrumil Panchal**

Mr. Dhrrumil Panchal has been appointed as Fixed Income Dealer and shall be a Key Personnel of Quantum Asset Management Company Private Limited (QAMC) with effect from April 1, 2024.

<b><u>Name</u></b>	<b><u>Age (Yrs)</u></b>	<b><u>Designation</u></b>	<b><u>Education Qualifications</u></b>	<b><u>Brief Experience</u></b>
Mr. Dhrrumil Panchal	27	Dealer - Fixed Income	MMS	Mr. Dhrrumil Panchal has overall 1 year and 3 months of experience in Fixed Income Dealing. Prior to joining Quantum, he was associated with AK Capital Services Ltd.

**2. Cessation of Key Personnel – Ms. Sneha Pandey**

Ms. Sneha Pandey will cease to be a Dealer Fixed Income due to change in the Role & Responsibilities as member of the Fixed Income Team and cease to be a Key Personnel of QAMC with effect from March 31, 2024.

**3. Cessation of Official Point of Acceptance**

The following office of QAMC will cease to be the Official Point of Acceptance with effect from March 31, 2024:

<b><u>Location</u></b>	<b><u>Address</u></b>
Ahmedabad	BSQUARE Office Solutions, 6th Floor Shree Krishna Centre, Nr. Mithakhali Six Roads, Navrangpura, Ahmedabad - 380 009

This addendum forms an integral part of the Scheme Information Document(s), Key Information Memorandum(s) and Statement of Additional Information of Quantum Mutual Fund as amended from time to time. All other terms and conditions of the SIDs, KIMs and SAI will remain unchanged.

**For Quantum Asset Management Company Private Limited  
(Investment Manager – Quantum Mutual Fund)**

**Sd/-  
Jimmy A Patel  
Managing Director and Chief Executive Officer  
DIN: 00109211**

**Place: Mumbai**

**Date: March 28, 2024**

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## **Constitution of the Mutual Fund:**

Quantum Mutual Fund (the "Mutual Fund" or "Fund") has been constituted as a trust on October 7, 2005 in accordance with the provisions of the Indian Trusts Act, 1882 (2 of 1882) with Quantum Advisors Private Limited, as the Sponsor and Quantum Trustee Company Private Limited as the Trustee. The Trust Deed has been registered under the Indian Registration Act, 1908.

The Mutual Fund has been registered with SEBI on December 2, 2005 under Registration Code MF/051/05/02.

### **A. Sponsor:**

Quantum Mutual Fund is sponsored by Quantum Advisors Private Limited (the Sponsor). The Sponsor is the Settler of the Mutual Fund Trust. The Sponsor has entrusted a sum of Rs.1,00,000/- to the Trustee as the initial contribution towards the corpus of the Mutual Fund.

The Sponsor is registered as a Portfolio Manager (Registration No. INP000000187) with SEBI\*, India, as an 'Investment Adviser' with United States Securities and Exchange Commission, (SEC)\*, and as a 'Restricted Portfolio Manager'\* in the Canadian provinces of British Columbia, Ontario and Quebec. It provides investment management and advisory services to various international institutional investors through separately managed accounts, as well as to local clients in India. The objective of the Sponsor is to build an India- focused Investment Management Institution that can consistently generate returns for its clients.

The Sponsor has been in the business of equity research and investment advisory services and managing portfolio of securities since 1990. It proposes to further grow its business of managing the portfolios of Foreign Institutional Investors and Indian retail and High Net worth Clients.

The Sponsor is carrying on its portfolio managerial activities which are not in conflict with the activity of the Mutual Fund and the key personnel of the portfolio management services, the systems, back office, bank & securities accounts are segregated activity wise and there exist systems to prohibit access to inside information of the Asset Management Company.

A brief background of the history and activities undertaken by Quantum Advisors Private Limited till date and its Founder Mr. Ajit Dayal are given below:

#### Quantum Advisors Private Limited:

1990: First pure Equity Research house in India. Did contractual research for Barring's (now ING Barrings), Kleinwort Benson, Asian Capital Partners and Jardine Fleming

1990-1998: Published the annual Quantum Stock Market Year Book, except for three years (1993 to 1995) when the books were not published.

1992: Exclusive Equity Research and Advisory Services agreement with Jardine Fleming

1995: Terminated Advisory Service agreement with Jardine Fleming

1996-1998: Equity Research and Advisory Services to Walden International Investment Group, USA

1996-1998: Equity Research and Advisory Services to Prolific Asset Management Limited, UK

1998- April 2004: Equity Research and Advisory Services to Hansberger Global Investors Inc., USA

2009: Registered as "Investment Advisor" with Securities Exchange Commission (SEC), USA in July 2009

2013 - 2019: Set up emerging market team to provide research & advisory services to an associate of the Company.

2016: Registered as "Restricted Portfolio Manager" with Canadian Regulators in the provinces of British Columbia, Ontario and Quebec effective March 2016.

2000 till date: Equity Research Portfolio Management and Investment Advisory Services to Foreign Portfolio Investors (FPIs) and Indian individual clients on a discretionary basis.



\* Registration of Quantum Advisors Private Limited with SEBI, SEC and in the Canadian provinces does not imply any level of skill or training.

#### Ajit Dayal - Founder

Mr. Dayal has founded Quantum Advisors Private Limited (Quantum Advisors); an India focused SEBI-registered Portfolio Manager and a SEC-registered Investment Advisor in 1990. Mr. Dayal has worked with leading US and UK investment management firms either as a key member of the executive management team or, through Quantum Advisors, as a joint venture partner.

Between 1998 and 2004, Mr. Dayal was the Deputy Chief Investment Officer for Hansberger Global Investors, Inc. ("HGI"), which provides investment advisory services to its own family of funds. HGI is also a sub-advisor and a manager of various separate accounts. Mr. Dayal was asked to join the firm in 1997 by the firm's founder and chief executive officer, Mr. Thomas Hansberger, as part of a planned joint venture between HGI and Quantum Advisors to launch India-dedicated products for international investors. Tom Hansberger was the co-founder of Templeton, Galbraith & Hansberger Ltd., a global fund management firm that is now a part of Franklin Templeton. During Mr. Dayal's tenure as Deputy Chief Investment Officer at HGI (1998 to 2004) assets under management grew from \$2 billion to \$5 billion. Mr. Dayal also served as the lead manager for the \$2 billion Vanguard International Value Fund from July 2000 to April 2004, leading a four person team for the account. During his time at HGI, Mr. Dayal continued to manage the business of Quantum Advisors and was responsible for a \$70 million allocation to listed Indian equities. When Quantum Advisors partnered HGI, Mr. Dayal moved to Fort Lauderdale to be at HGI's headquarters. In August 2003 Mr. Dayal relocated back to Bombay, India to focus on growing the business of Quantum Advisors. HGI and Quantum Advisors ended their relationship in April, 2004.

Prior to its exclusive relationship with HGI in 1998, Quantum Advisors, acted as a sub-advisor to a \$40 million allocation for listed Indian equities for the Prolific India Opportunity Fund, London and to a \$25 million venture capital fund, the Walden Nikko India Ventures Fund. Mr. Dayal, as CEO and CIO of Quantum Advisors, was instrumental in these relationships. From 1992 to 1995, Quantum Advisors was the local partner of Jardine Fleming Limited, Hong Kong, where Mr. Dayal was instrumental in building a 150 person organization that provided all of Jardine Fleming's research, broking, investment banking and investment management services in India. In 1994 Mr. Dayal helped to establish the NYSE listed Jardine Fleming India Fund and had local investing responsibility for approximately \$300 million of the assets under management in this Fund. Mr. Dayal was voted best analyst for India by Asia Money in 1993 and 1994 and was also voted best analyst for India by Institutional Investor and nominated to All-Star Asian Team, 1994.

Prior to founding Quantum Advisors in 1990, Mr. Dayal was the Chief Executive Officer of UTI Investment Advisory Services Limited, the Delaware-based investment advisor of The India Growth Fund, a closed- ended fund listed on the NYSE. Mr. Dayal has also worked as a "jobber" on the floor of the Bombay Stock Exchange, the oldest stock exchange in Asia, and as a Director of the Ashok Birla Group of companies, focusing on establishing new businesses through joint-ventures with multinational companies such as S.G. Warburg of UK, Shearson Lehman of USA, Yamaha Motor Company of Japan, and 3M of USA.

Mr. Dayal also helped to found and is a substantial shareholder of Quantum Information Services Limited (an India-focused financial services portal), Primary Real Estate Advisors Pvt. Ltd. (a real estate investment advisor information), HelpYourNGO India Private Limited (an India-focused charity enterprise) and Equity master Agora Research Private Limited (Joint Venture between QIS & Agora Group) which provides equity research services.

Mr. Dayal earned his Bachelor of Arts in Economics from Bombay University in 1981 and his Master's in Business Administration (MBA) from the University of North Carolina at Chapel Hill in 1983.

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

Particulars	Year ended March 2023 *(Rs.)	Year ended March 2022 **(Rs.)	Year ended March 2021 **(Rs.)
Net worth	2,92,32,02,062	2,74,11,87,147	2,47,65,09,984
Total Income	54,68,82,108	74,06,13,044	59,38,71,029
Profit after Tax	12,36,22,677	32,45,58,582	22,20,73,924
Assets under management	<b>1,55,36,45,51,226</b>	<b>2,03,54,03,23,602</b>	<b>1,98,47,49,32,482</b>

\* - Unaudited and \*\* - Audited

The Sponsor has transited to Indian Accounting Standard (IAS) from Indian Generally Accepted Accounting Principles (IGAAP) effective from April 1, 2021. Accordingly, the Profit After Tax Figures including of Reserves & Profit & Loss Account have been restated for the financial year 2021 and 2022.

## B. The Trustee:

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

### Details of Trustee Directors:

Name	Age (Yrs.)	Qualification	Brief Description
Mr. Kaiwan Kalyaniwalla – Independent Director	58	B.A. LL.B Solicitor – Bombay High Court Solicitor – Supreme Court of England & Wales	Mr. Kaiwan Kalyaniwalla, is a Solicitor and Advocate of the Bombay High Court and a Senior Partner in the law firm of Maneksha & Sethna in Mumbai. He has been in practice for over 30 years. Mr. Kalyaniwalla is enrolled as a Solicitor of the Supreme Court of England and Wales. He serves on the Board of public listed, private Indian and foreign companies and advises private sector corporates, multinational banks, transport and logistics companies and some of India’s largest property development companies and business houses. Mr. Kalyaniwalla is on the investment committee of a real estate fund and NBFC. He is also on the Board of Trustees of public trusts. His practice is predominantly in the field of corporate laws, property laws, tax laws and general commercial laws. Mr. Kalyaniwalla has been an active member of the Managing Committee of the Bombay Incorporated Law Society and is its current President.
Mr. Homi Adi Katgara - Independent Director	59	B.com and G Card Pass Holder under Custom Brokers’ Licensing Regulations	Mr. Homi Adi Katgara is a Whole Time Director of Jeena and Company Private Limited. He is partner and owner of Jeena and Company (Partnership Firm) and joined the family business in 1983. Jeena and Company is an authorized Customs House Agent and is a market leader globally renowned for its professional services. It is one of the largest Indian Freight Forwarder in the global market and consistently ranks in the Top 3 Logistics Companies in India.  He is also on the Board of various private limited group companies of Jeena and Company.
Ms. Shilpa Desai - Independent Director	48	Chartered Accountant	Ms. Shilpa Desai is a Chartered Accountant with 25 years’ experience in manufacturing, service and e-commerce industries, heading finance function for over 15 years. She has worked with difference scales of organizations from Fortune 150 MNC to large Indian companies and managed hockey-stick growth rate. She has led cross functional teams with diverse background to drive corporate strategy and broad organizational goals – financial, operational and customer service.
Mr. Ameet Patel – Independent Director	60	B.com., F.C.A.	Mr. Ameet Patel have more than 35 years of post qualification experience as a practicing Chartered Accountant a major part of which has been spent in income-tax advisory and representation services. Over the years, clients from across various industries and income strata have been serviced. Focus in last 10-12 years has been on BFSI sector. Substantial experience in dealing with tax matters of Mutual Funds, Banks, Foreign Portfolio Investors, NRIs and audit of PMS Managers, AIFs, Asset Reconstruction Company and Banks. Also, more than 7 years experience as independent director in LIC Housing Finance Ltd and more than 4 years of experience as independent director in SBM Bank (India) Ltd.

### **Trustee Functions:**

The Trustee Company shall carry out all its functions and obligations as prescribed in the SEBI Regulations and the Trust Deed. The Board of Directors of the Trustee shall meet at least once in every two calendar months. The performances of all the Schemes will be placed before the Trustee and reviewed by them at such meetings. The report on statutory compliances and Investor servicing will also be regularly placed at such meetings by the AMC. An Audit committee of the Trustee has been constituted to inter-alia review the internal audit systems and the internal and statutory audit reports and the recommendations made therein and to ensure that the recommendations of the internal and statutory auditors are acted upon. An independent director of the Trustee Company shall be the Chairman of the Audit Committee.

### **Trusteeship Fees**

Pursuant to the Trust Deed, the Trustee shall during the continuance of the Mutual Fund Trust and until the Trust is finally wound up and whether or not the Trust is in the course of administration by or under the order or direction of any court, be entitled to receive in the aggregate a sum computed at a rate not exceeding 0.75% per annum on the daily net asset value of the Trust Fund to be ascertained and payable in the manner set out in the Scheme(s) and the maximum rate of fee may be reviewed by the Sponsor and the Trustee from time to time.

Presently, the Trustee is entitled to fees for their services Rs. 96 lakhs per annum inclusive of all costs, charges and expenses as may be agreed upon between the Sponsor and the Trustee Company from time to time subject to the condition that the Trusteeship Fees will not exceed the limit for expenses prescribed by SEBI. The Trustee Company may charge further fees as permitted from time to time under the Trust Deed and the Regulations.

### **General Power of the Trustee Company**

It is hereby declared that the Trustee Company shall have and shall be deemed to have the legal ownership of the Trust Fund and that the general superintendence, direction and management of the affairs of the Trust and all powers, authorities and discretions appurtenant to or incidental to the purpose of the trust shall absolutely vest in the Trustee, subject nevertheless to the provisions of the Trust Deed and this SAI. Subject to the aforesaid, the Trustee shall as regard all trusts, powers, authorities and discretions hereby vested in them, have absolute and uncontrolled discretion as to the exercise thereof in relation to the mode and time for exercise thereof.

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

During the financial year April 2022 - March 2023, Seven Audit Committee Meeting and Eight Board Meetings of the Trustee were held. The supervisory role of the Trustee is discharged by receiving continuous feedback from the AMC on matters of importance, through quarterly and half yearly reports and a review of the Mutual Fund's operation at Board Meetings. In addition, the Trustees receive feedback and reports on quarterly and six-monthly basis from the Independent Auditors appointed by it in accordance with the Regulations.

### **Trustee to Act Efficiently**

The Trustee Company shall manage affairs of the Trust with utmost economy consistent with the maintenance of efficiency of administration and act in interests of the Unitholders.

### **Rights, Obligations, Responsibilities and Duties of the Trustee under the Trust Deed and the SEBI (Mutual Funds) Regulations, 1996**

Pursuant to the Trust Deed constituting the Mutual Fund and SEBI (Mutual Funds) Regulations, 1996 the Trustee has several rights, obligations, responsibilities and duties as given below:

- (1) The Trustee and the AMC have with the prior approval of the SEBI entered into an Investment Management Agreement.
- (2) The Investment Management Agreement contains clauses as are mentioned in the Fourth Schedule of SEBI (Mutual Funds) Regulations 1996 and such other clauses as are necessary for the purpose of making investments.
- (3) The Trustee shall have a right to obtain from the AMC such information as is considered necessary by the Trustees.

- (4) The Trustees shall ensure before the launch of any scheme that the AMC has -
  - (a) Systems in place for its back office, dealing room and accounting;
  - (b) appointed all key personnel including fund manager(s) for the scheme(s) and submitted their bio-data which shall contain the educational qualifications, past experience in the securities market with the trustees, within 15 days of their appointment;
  - (c) appointed auditors to audit its accounts;
  - (d) appointed a compliance officer who shall be responsible for monitoring the compliance of the Act, rules and regulations, notifications, guidelines, instructions, etc., issued by the Board or the Central Government and for redressal of investors grievances;
  - (e) appointed registrars and laid down parameters for their supervision;
  - (f) prepared a compliance manual and designed internal control mechanisms including internal audit systems;
  - (g) specified norms for empanelment of brokers and marketing agents;
  - (h) Obtained wherever required under these regulations, prior in principle approval from the recognised stock exchange(s) where units are proposed to be listed.
- (5) The Compliance Officer appointed under clause (d) of sub-regulation (4) of SEBI (Mutual Funds) Regulations shall immediately and independently report to the Board any non-compliance observed by him.
- (6) The Trustee shall ensure that the AMC has been diligent in empanelling the brokers, in monitoring securities transactions with brokers and avoiding undue concentration of business with any broker.
- (7) The Trustee shall ensure that the AMC 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 unit holders.
- (8) The Trustee shall ensure that the transactions entered into by the AMC are in accordance with these regulations and the scheme.
- (9) The Trustee shall ensure that the AMC 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.
- (10) The Trustee shall ensure that all the activities of the AMC are in accordance with the provisions of these regulations.
- (11) Where the Trustee have reason to believe that the conduct of business of the mutual fund is not in accordance with SEBI (Mutual Funds) Regulations and the scheme they shall forthwith take such remedial steps as are necessary by them and shall immediately inform the Board of the violation and the action taken by them.
- (12) Each Trustee shall file the details of his transactions of dealing in securities with the Mutual Fund on a quarterly basis.
- (13) The Trustee shall be accountable for, and be the custodian of, the funds and property of the respective schemes and shall hold the same in trust for the benefit of the unit holders in accordance with SEBI (Mutual Funds) Regulations and the provisions of Trust Deed.
- (14) The Trustee shall take steps to ensure that the transactions of the mutual fund are in accordance with the provisions of the Trust Deed.
- (15) The Trustee shall be responsible for the calculation of any 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 (Mutual Funds) Regulations and the Trust Deed.

- (16) The Trustee shall obtain the consent of the Unit holders: -
- (a) Whenever required to do so by the Board in the interest of the unit holders; 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 or prematurely redeem the units.
- (17) The Trustee shall ensure that no change in the fundamental attributes of any scheme or the trust or fees and expenses payable or any other change which would modify the scheme and affects the interest of unit holders, shall be carried out unless,-
- (a) a written communication about the proposed change is sent to each unit holder and an advertisement is given in one English daily newspaper having nationwide circulation as well as in a newspaper published in the language of region where the Head Office of the mutual fund is situated; and
  - (b) the unit holders are given an option to exit at the prevailing Net Asset Value without any exit load.
- (18) The Trustee shall call for the details of transactions in securities by the key personnel of the AMC in his own name or on behalf of the AMC and shall report to the Board, as and when required.
- (19) The Trustee shall quarterly review all transactions carried out between the mutual funds, the AMC and its associates.
- (20) The Trustee shall quarterly review the net worth of the AMC and in case of any shortfall, ensure that the AMC make up for the shortfall as per SEBI (Mutual Funds) Regulations;
- (21) The Trustee shall periodically review all service contracts such as custody arrangements, transfer agency of the securities and satisfy itself that such contracts are executed in the interest of the Unit holders.
- (22) The Trustee shall ensure that there is no conflict of interest between the manner of deployment of its net worth by the AMC and the interest of the Unit holders.
- (23) The Trustee shall periodically review the investor complaints received and the redressal of the same by the AMC.
- (24) The Trustee shall abide by the Code of Conduct as specified in the Fifth Schedule of SEBI (Mutual Funds) Regulations.
- (25) The Trustee shall furnish to the SEBI on a half-yearly basis-
- (a) a report on the activities of the Mutual Fund;
  - (b) a certificate stating that the Trustees have satisfied themselves that there have been no instances of self-dealing or front running by any of the Trustees, Directors and key personnel of the AMC;
  - (c) a certificate to the effect that the AMC has been managing the schemes independently of any other activities and in case any activities of the nature referred to in sub-regulation (b) of regulation 24 of SEBI (Mutual Funds) Regulations have been undertaken by the AMC and has taken adequate steps to ensure that the interests of the Unit holders are protected.
- (26) The independent Trustees referred to in sub-regulation (5) of regulation 16 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 sponsor.
- (27) The Trustee shall exercise due diligence as under:

#### **A. General Due Diligence:**

- i. The Trustee shall be discerning in the appointment of the directors on the Board of the AMC.
- ii. Trustees shall review the desirability or continuance of the AMC if substantial irregularities are observed in any of the schemes and shall not allow the AMC to float new schemes.
- 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 the Board or concerned regulatory authority.
- v. The Trustees shall arrange for test checks of service contracts.
- vi. Trustees shall immediately report to the Board 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 the Trustee more frequently.
  - iv. Consider the reports of the independent auditor and compliance reports of the AMC at the meetings of trustees 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 a 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.
- (28) Notwithstanding anything contained in sub-regulations (1) to (25) of SEBI (Mutual Funds) Regulations, the Trustee shall not be held liable for acts done in good faith if they have exercised adequate due diligence honestly.
- (29) The Independent Directors of the Trustees or AMC 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. Selections of the AMC's independent directors.
  - iv. Securities transactions involving affiliates to the extent such transactions are permitted.
  - v. Selecting and nominating individuals to fill independent director's vacancies.
  - vi. Code of ethics must be designed 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.

**Amendments to the Trust Deed shall not be carried out without prior approval of SEBI and Unitholders approval would be obtained where it affects the interest of Unitholders.**

**C. Asset Management Company:**

Quantum Asset Management Company Private Limited (the AMC) is a private limited company incorporated under the Companies Act, 1956 on September 19, 2005 having its Registered Office at 6<sup>th</sup> Floor, Hoechst House, Nariman Point, Mumbai - 400 021. The AMC has been appointed as the Asset Management Company of the Quantum Mutual Fund by the Trustee vide Investment Management Agreement (IMA) dated October 7, 2005 and executed between the Trustee and the AMC. The AMC is a wholly owned subsidiary of the Sponsor.

The AMC has received the approvals / No Objections from SEBI to provided Research Services in Equities and Fixed Income, and Research / Advisory Services in Multi Asset Allocation and Emerging Markets in the Alternative Investment field to Quantum Advisors Private Limited (Sponsor) and QIEF Management LLC (QIEF) on commercial basis.

The AMC is providing Research / Advisory Service in Equities to the Sponsor and QIEF and in Fixed Income to the Sponsor, which is non-binding and non-discretionary in nature and not in conflict of interest with the activities of Quantum Mutual Fund. QIEF use such services for categories of Foreign Portfolio Investors (FPI) as prescribed in the SEBI circular dated December 16, 2019 as amended from time to time. The AMC has process in place to prohibit access to inside information of various activities as envisaged under Regulation 24(b) of SEBI (Mutual Funds) Regulations, 1996 by segregating the Key Personnel, System and Back Office, Bank Account activity wise.

Though the AMC itself has been incorporated in September 2005, Quantum Advisors Private Limited, the Sponsor, is a SEBI registered Portfolio Manager and involved in the business of Equity Research, Investment Advisory and Portfolio Management Services since 1990 providing such services to Foreign Institutional Investors, Venture Capital Funds and High Net worth Individuals.

**Shareholding Pattern of the AMC**

The AMC is a wholly owned subsidiary (100%) of its sponsor Quantum Advisors Private Limited.

#### Details of AMC Directors:

Name of the Director	Age (Yrs)	Qualification	Brief Experience
Mr. Jimmy A Patel Managing Director and Chief Executive Officer - Associate Director	55	B.Com., FCA, LLB	<p>Mr. Jimmy A Patel joined Quantum Asset Management Company Private Limited as the Chief Executive Officer in May, 2010 and has been appointed as the Managing Director on the Board on August 23, 2017.</p> <p>Mr. Patel has over 24 years of rich &amp; valued experience in mutual fund industry with around 3 decades of experience in the Financial Services Industry. Prior to Joining Quantum, he was associated with Edelweiss Asset Management Limited as Chief Executive Officer. His earlier experience includes assignments with J M Financial Asset Management Private Limited, First source Limited, IDBI - Principal Asset Management Co. Ltd., Sun F&amp;C Asset Management (I) Private Limited and Tata Asset Management Limited.</p> <p>Mr. Patel is a Chevening Standard Chartered Financial Services Leadership Fellow having completed the Chevening Standard Chartered Financial Services Leadership Programme at Kings College, London.</p> <p>He has been appointed as Non – Executive Director on the Board of Arc Neo Financial Private Limited as representative of Quantum Advisors Private Limited.</p> <p>He has been a director on Association of Mutual Funds in India (AMFI) Board and also has been a member of various AMFI and SEBI Committees.</p>
Mr. Piyush Thakkar - Associate Director	46	B.com, Chartered Accountant	<p>Mr. Piyush Thakkar has over 20 years of experience across large and mid-sized Indian and Multinational organizations, of which 15 years have been in financial services industry. He is the Chief Executive officer of Quantum Advisors Private Limited. He joined Quantum Advisors Private Limited in June 2010 as Vice President Accounts &amp; Finance and was appointed Chief Operating Officer in Oct 2011. Prior to joining Quantum Advisors Private Limited, He worked for 3 years at Marsh India as an AVP - Finance. He received his Bachelor's Degree in Commerce from Raipur University in 1996 and is a Chartered Accountant qualified from the Institute of Chartered Accountants of India.</p>
Ms. Uma Mandavgane Independent Director	55	ACA, CISA	<p>Ms. Uma Mandavgane is a Chartered Accountant and Certified Information Systems Auditor and has professional experience spanning 29 years in Corporate Finance Management and Risk Advisory Consulting.</p> <p>She provides Business and Technology Risk Advisory in Information Systems Security domain and has held senior positions in a Big 4 Consulting firm.</p>
Mr. Lloyd Mathias – Independent Director	58	BSc. MBA	<p>Mr. Lloyd Mathias is business strategist and advisor to early stage companies in the technology and consumer space. He has held senior leadership roles in Fortune 500 companies across India &amp; Asia-Pacific in consumer goods, telecom and technology.</p> <p>He was the marketing head of HP's PC business for the Asia region.</p>



Name of the Director	Age (Yrs)	Qualification	Brief Experience
			<p>In previous corporate roles he was President &amp; Chief Marketing Officer of <b>Tata Teleservices</b>; Sales Director for <b>Motorola</b> South East-Asia. He had a 12-year stint with <b>PepsiCo South Asia</b> where he was Executive VP Marketing and Category Director for PepsiCo's beverages.</p> <p>He has been Chairman of MRUC the publishers of the Indian Readership Survey (IRS); Co-Chairman of the Device Strategy Council of the Worldwide Mobility Development Group, USA.</p> <p>Mr. Lloyd Mathias is a science graduate from Mumbai's St. Xavier's College; has an MBA from Bombay University and did a Senior Executive Program at the London Business School.</p>
Mrutyunjay Mahapatra - Independent Director	63	M.Sc. (Physics), Advanced Diploma in Management	<p>Mr. Mrutyunjay Mahapatra is a well-known figure in Indian Banking. He is currently a member of the Governing Council of RBI Innovation Hub and a member of the Board of Supervision at NABARD. He is also a distinguished visiting professor at Manipal University's T. A. Pai Management Institute. He advises and consults a number of Indian and global Banks, Corporates and fin-tech companies.</p> <p>He started his professional career in SBI in 1982 and held senior and CXO level assignments in India, UK and USA. He has set up many new businesses like Leasing, Private Equity and Insurance for SBI. He was the Deputy Managing director in SBI, leading global strategy, Marketing, New Businesses, digital, analytics and IT initiatives. As CIO of SBI, he established the innovation, data analytics, AI/ML Enterprise architecture verticals which were instrumental in creating many path breaking products like YONO, Loan Life Management System, SBI Chatbot etc. From 2018 to 2020, he was the CEO of Syndicate Bank, and led the transformation and repositioning of one of the India's oldest and largest banks. A writer in leading newspapers and a known public speaker, he is considered a thought leader in the Indian BFSI sector. He has won several awards and accolades and has served in various RBI and Government Committee besides being member of different corporate boards. He is an avid blogger and is active in the lecturing circuit. He produces videos on different transformative subjects for his own You tube channel and for content websites.</p>

#### Duties and Obligations of the Asset Management Company

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

5. The AMC will submit to the Trustees quarterly reports of each year on its activities and the compliance with the SEBI (Mutual Funds) Regulations.
6. The Trustee at the request of the AMC may terminate the assignment of the AMC at any time:  
Provided that such termination shall become effective only after the Trustees have accepted the AMC's request for termination of their assignment and communicated their decision in writing to the AMC.
7. Notwithstanding anything contained in any contract or agreement or termination, the AMC or its directors or other officers shall not be absolved of liability to the Mutual Fund for their acts of commission or omissions, while holding such position or office.
8. The Chief Executive Officer of the AMC shall ensure that the mutual fund complies with all the provisions of Securities and Exchange Board of India (Mutual Funds) Regulations, 1996 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.
9. The Chief Executive Officer of the AMC shall ensure that the AMC has adequate systems in place to ensure that the Code of Conduct for Fund Managers and Dealers specified in PART - B of the Fifth Schedule of the SEBI (Mutual Fund) regulation, 1996 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 AMC and Trustees.
10. The Fund Managers 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.
11. The Fund Managers shall abide by the Code of Conduct for Fund Managers and Dealers specified in PART - B of the Fifth Schedule of SEBI (Mutual Funds) Regulations, 1996 and submit a quarterly self-certification to the Trustees that they have complied with the said code of conduct or list exceptions, if any.
12. 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.
13. The Dealers shall abide by the Code of Conduct for Fund Managers and Dealers specified in PART - B of the Fifth Schedule of the SEBI (Mutual Funds) Regulations, 1996 and submit a quarterly self-certification to the Trustees that they have complied with the said code of conduct or list exceptions, if any.
14. The AMC 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 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 block of any three months.

15. The AMC have not/shall not purchase or sell securities through any broker [other than a broker referred to in clause 10 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 AMC has recorded in writing the justification for exceeding the limit of 5% and reports of all such investments are sent to the Trustee on a quarterly basis:

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

16. The AMC have not/shall not utilize 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 the AMC may utilize 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:

- a. Any underwriting obligations undertaken by the Schemes of the Mutual Funds with respect to the issue of securities of associate companies.
  - b. devolvement, if any
  - c. subscription by the Schemes in the issues lead managed by associate companies
  - d. Subscription to any issue of debt on private placement basis where the sponsor or any of its associate companies has acted as arranger or manager.
17. The AMC shall file with the Trustee the details of transactions in securities by the key personnel of the AMC in their own name or on behalf of the AMC and shall also report to SEBI, as and when required by SEBI.
  18. In case the AMC enters into any securities transactions with any of its associates a report to that effect shall be sent to the Trustee at its next meeting.
  19. In case any company has invested into a Scheme more than 5% of the net asset value of that 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 latter investment has been made within one year of the date of the former investment calculated on either side.

20. The AMC shall file with the Trustee and SEBI -
  - a. Detailed bio-data of all its Directors along with their interest in other companies within fifteen days of their appointment; and
  - b. Any change in the interests of Directors every six months.
  - c. A quarterly report to the Trustee giving details and adequate justification about the purchase and sale of the securities of the group companies of the Sponsor or to the AMC as the case may be, by the Mutual Fund during the said quarter.
21. Each Director of the AMC shall file the details of his transactions of dealing in securities with the Trustee on a quarterly basis in accordance with guidelines issued by SEBI.
22. The AMC shall not appoint any person as key personnel who has been found guilty of any economic offence or involved in violation of securities laws.
23. The AMC shall appoint registrars and share transfer agents who are registered with the 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.

24. The AMC shall abide by the Code of Conduct as specified in (PART - A) of the Fifth Schedule of the SEBI Regulations.
25. The AMC shall not invest in any of its scheme, unless full disclosure of its intention to invest has been made in the offer documents, in case of schemes launched after the notification of Securities and Exchange Board of India (Mutual Funds) (Amendment) Regulations, 2011:

Provided that an AMC shall not be entitled to charge any fee on its investment in that scheme.

26. The AMC shall not carry out its operations including trading desk, unit holder servicing and investment operations outside the territory of India.

27. The AMC shall compute and carry out valuation of investments made by its scheme(s) in accordance with the investment valuation norms specified in Eighth Schedule, and shall publish the same.
28. The AMC 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.
29. The AMC shall report and disclose all the transactions in debt and money market securities, including inter scheme transfers, as may be specified by the Board.

**Information on Key Personnel:**

Name of the Employee	Age (Yrs)	Designation	Educational Qualification	Brief Experience
Mr. Jimmy A Patel	55	Managing Director and Chief Executive Officer	B.Com., FCA, LLB	<p>Mr. Jimmy A Patel joined Quantum Asset Management Company Private Limited as the Chief Executive Officer in May, 2010 and has been appointed as the Managing Director on the Board on August 23, 2017.</p> <p>Mr. Patel has over 25 years of rich &amp; valued experience in mutual fund industry with around 3 decades of experience in the Financial Services Industry. Prior to Joining Quantum, he was associated with Edelweiss Asset Management Limited as Chief Executive Officer. His earlier experience includes assignments with J M Financial Asset Management Private Limited, First source Limited, IDBI – Principal Asset Management Co. Ltd., Sun F&amp;C Asset Management (I) Private Limited and Tata Asset Management Limited.</p> <p>Mr. Patel is a Chevening Standard Chartered Financial Services Leadership Fellow having completed the Chevening Standard Chartered Financial Services Leadership Programme at Kings College, London.</p> <p>He has been appointed as Non – Executive Director on the Board of Arc Neo Financial Private Limited as representative of Quantum Advisors Private Limited.</p> <p>He has been a director on Association of Mutual Funds in India (AMFI) Board and also has been a member of various AMFI and SEBI Committees.</p>
Ms. Rina Nathani	48	Chief Business Officer	B.com M.M.S – Finance	<p>Ms. Rina Nathani has over 20 years of experience in building business and advising companies. She is an expert in the areas of business strategy, branding and marketing, sales and distribution. She has also worked in the areas of business process optimization, operations and risk management.</p> <p>Prior to joining Quantum she was associated with Bergwerff Organic India Pvt. Ltd &amp; Suminter India Organic as Head Retail Business, FindURClass Services Pvt. Ltd. CEO and Founder and KPMG LLP as Director.</p>

Name of the Employee	Age (Yrs)	Designation	Educational Qualification	Brief Experience
Malay Vora	45	Head – Legal & Compliance and Compliance Officer	B.Com., ACS, LLB	From November 2008 to till date – Quantum AMC  Over 18 years of experience in Legal, Compliance and Secretarial functions. Prior to joining Quantum, he was associated with DHFL Venture Capital India Private Limited. His earlier experience includes assignment with M/s. S. D Israni & Co.
Rajendra Gadiyar	54	Head – Operations	B.Com., Diploma in Business Finance	From July 2011 to till date – Quantum AMC  Over 25 years of valued experience in Mutual Fund Industry with an overall 30 years of experience in Financial Services Industry. Prior to joining Quantum, he was associated with IDBI Federal Life Insurance Co Ltd as Head Fund Accounting. His earlier experience includes assignments with Principal PNB Asset Management Company Ltd and Canara Investment Management Services Ltd.
S. V. Durga Prasad	54	Sr. Vice President R & T Operations	Bachelor of Arts (B.A)	From March 22, 2023 to till date – Quantum AMC  Mr. S.V. Durga Prasad has over 30 years of experience in the R&T Operations Investors & Distributors Services. Prior to Joining Quantum AMC, he was associated with SAMCO Asset Management Private Limited and IDBI Asset Management Limited.
Mr. Shahzad Bemani	46	Risk Officer	B.com, CA	From February 2022 till date – Quantum AMC  Mr. Shahzad Bemani over 15 years of experience in the Risk Management and Investment Operations functions of Mutual Fund. Prior to joining Quantum Asset Management Company Private Limited, he was associated with Baroda Asset Management India Limited and Edelweiss Asset Management Limited.
Mr. Siddhesh Salvi	29	Information Security Officer	Certification of ISO 27001:2013 Lead Auditor.  Bachelor of Engineering (Computers)	From September 2020, till date – Quantum AMC  Mr. Siddhesh Salvi has over 6 years of experience in the Information Security. He has been with Quantum Asset Management Company Private Limited since September 2020, Prior to joining Quantum, he was associated with Hitachi System Private Limited and CMS IT Services Private Limited.

#### Details of the Fund Management Team:

Name of the Employee	Age (Yrs)	Designation	Educational Qualification	Brief Experience
Mr. Chirag Mehta	42	Chief Investment Officer	MMS (Finance) M.Com, CAIA	From May 2009 to till date – Quantum AMC  Chirag has more than 18 years of experience in financial markets. He specializes in the field of alternative investment strategies including multi asset allocation and commodities. He has also extensively worked on sustainable investing since 2015. He joined the Quantum group in 2006 after gaining hands on experience in the physical commodities market during internship and continued association with Kotak & Co. Ltd and working on projects for the Federation of Indian Commodities Exchanges. He was ranked as the 4th best Fund Manager in the world under the age of 40 by Citywire in 2017. Chirag is a qualified CAIA (Chartered Alternative Investment Analyst), and has also completed his Masters in Management Studies in Finance. He is regularly invited on business channels for his views on gold and markets and is often quoted in print media for his views on macroeconomics and asset markets.
Hitendra Parekh	55	Dealer & Fund Manager – Index Fund	B.Com, Masters in Financial Management	From September 2006 to till date- Quantum AMC  Over 28 years of experience in the financial services industry. His responsibilities also include managing Quantum Nifty 50 ETF and Quantum Nifty 50 ETF Fund of Funds. Prior to joining the Quantum, he was the Head of Operations with UTI Securities Ltd.
Christy Mathai	33	Fund Manager – Equity	PGDM-Finance (Post Graduate Diploma in Management) Bachelor of Engineering CFA Charterholder	From November 23,2022 till date – Quantum AMC  Mr. Christy Mathai has over 7 years of experience in the Equity Research and of 2 years of experience as System Engineer. Prior to joining Quantum Asset Management Company Private Limited, he was associated with Safe Enterprise (GE Shipping Family Office), Quantum Advisors Private Limited and Tata Consultancy Services.
Mr. George Thomas	34	Fund Manager – Equity	PGDBM (Finance) B-Tech (Bachelor of Technology)	From July 2018 till date – Quantum AMC Mr. George Thomas has over 7 years of experience in the Equity Research. He has been with Quantum group since April, 2016 Prior to Joining Quantum, he was associated with Robert Bosch Engineering and Wipro Technologies.
Pankaj Pathak	36	Fund Manager - Fixed Income	B.Sc. (Electronics), CFA, JAIIB & CAIIB from IIM	From October 2013 to till date - Quantum AMC  Over 12 years' experience in Fixed income Investments and Macro-economic research. Prior to joining Quantum, he was associated with Bank of Maharashtra as Debt and Derivative Trader and was also handling the economic research.

Name of the Employee	Age (Yrs)	Designation	Educational Qualification	Brief Experience
Ms. Sneha Joshi	34	Associate Fund Manager – Alternative Investments	PHD & M.A. (Economics), Diploma in Foreign Trade, B.A. (Economics)	From August 2015 till date – Quantum AMC  Over 8 years of experience in economic, credit and quantitative research. Prior to joining Quantum, she was associated with Credit Capital Research as a fixed income research analyst. Sneha holds a Ph.D. in Economics and has earned an M.A. in Economics from Gokhale Institute of Politics and Economics.
Ms. Ghazal Jain	31	Associate Fund Manager – Alternative Investments	MBA (Finance)	From January 2019 till date – Quantum AMC  Over 6 years of experience in the field of finance and Alternative investments including of Gold, Asset Allocation - and Personal Finance & investment allocation. Prior to joining Quantum, she was associated with Fox Education LLP and Bahubali Electronics Private Limited.
Mr. Tejas Pawar	28	Dealer-Fixed Income	PGDBM (Finance) BE (Mechanical)	From September 6, 2021 till date Quantum AMC Mr. Tejas Pawar has over 3 years of experience in dealing in the debt / fixed income securities market. Prior to Joining Quantum, he was associated with PNB Gilts Ltd.
Mr Prasad Murudkar	37	Assistant Dealer - Equity	B.Com, CFP – 4 Modules, BSE Certification in Financial Markets,  BSE Certificate Program on Technical Analysis.	From October 20, 2022 till date – Quantum AMC  Mr. Prasad Murudkar has over 13 years of experience in the financial services including of 3 years of experience in dealing in the equity market. Prior to Joining Quantum, he was associated with Prudent Corporate and Advisory Services, Angel Broking, IndusInd Bank Ltd and Shreepati Holdings & Finance Ltd.

All the above mentioned Key Personnel are based in the corporate office at Mumbai Except Ms. Sneha Joshi are based in the corporate office at Pune.

The Fund Managers also do the Research and are involved in the Research Activities. In addition to the Fund Management Team, the AMC Research Team comprising of 7 employees in the Research.

## **E. SERVICE PROVIDERS**

### **CUSTODIAN**

#### **Deutsche Bank AG**

Nirlon Knowledge Park, Block B1, 4th Floor,  
Western Express Highway,  
Goregaon (East), Mumbai - 400 063.  
SEBI registration number IN/CUS/003

### **TRANSFER AGENT**

#### **KFin Technologies Limited**

Unit: Quantum Mutual Fund,  
Selenium Tower B  
Plot number 31 & 32, Financial District  
Gachibowli Nanakramguda Serilingampally Mandal  
Hyderabad - 500032  
SEBI registration number INR000000221

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

### **STATUTORY AUDITOR**

#### **M/s S.R. Batliboi & Co. LLP**

12<sup>th</sup> Floor, The Ruby, 29 Senapati Bapat Marg,  
Dadar (West), Mumbai – 400 028.

### **LEGAL COUNSEL**

The AMC appoints legal counsel on case to case basis.

### **FUND ACCOUNTANT**

#### **Deutsche Bank AG**

Nirlon Knowledge Park, Block B1, 4th Floor,  
Western Express Highway,  
Goregaon (East), Mumbai - 400 063.  
SEBI registration number IN/CUS/003

### **COLLECTING BANKERS**

#### **HDFC Bank Limited**

Manekji Wadia Bldg., Gr. Floor, Nanik Motwani Marg, Fort, Mumbai - 400001.  
SEBI Registration No. INBI00000063



**D. Condensed financial Information (CFI) for the Schemes launched by MF during the last three fiscal years (excluding redeemed schemes) in the format given below:**

	HISTORICAL PER UNIT STATISTICS			QUANTUM NIFTY 50 ETF FUND OF FUND	
				Direct Plan	Regular Plan
				2022-23	2022-23
1	<b>NAV at the beginning of the year (as on April 1)</b>				
	Growth	Rs.		10	10
	Monthly Dividend	Rs.		N.A.	N.A.
2	<b>Dividends</b>				
	Dividend (Rs. Per unit)	Rs.		N.A.	N.A.
	Monthly Dividend Option - Individual	Rs.		N.A.	N.A.
	Monthly Dividend Option - Non Individual	Rs.		N.A.	N.A.
3	<b>NAV at the end of the year (as on March 31)</b>				
	Growth	Rs.		10.0051	9.9974
	Monthly Dividend	Rs.		N.A.	N.A.
4	<b>Annualised Returns</b>				
	Scheme Return since Inception*	%		0.05%	-0.03%
	Benchmark Return since Inception#	%		0.20%	0.20%
	Additional Benchmark return since inception##	%		1.54%	1.54%
5	<b>Net Assets end of period</b>	Rs. in Crs		15.74	0.75
6	Ratio of Recurring Expenses to net assets	%		0.06%	0.18%

**Note:**

1	*Annualised return from 05th August 2022 to 31st March 2023.
2	# Benchmark is NIFTY 50 TRI and Annualised return from 5th August 2022 to 31st March 2023.
3	## Additional Benchmark is S&P BSE Sensex TRI and Annualised return from 5th August 2022 to 31st March 2023.

1. The application form / transaction slip for the subscription of units of the Scheme will be available / accepted at the office of the Investor Service Centres (ISCs) / Official Points of Acceptance (OPAs) mentioned in the Application Form -and Points of Service Locations (PSL) of MF Utilities India Pvt. Ltd., details of which are available on website during the Business Hours on their respective Business Days.

The addresses of the Investor Services Centres / Official Point of Acceptance of the AMC / Registrar can be obtained from our website i.e. [www.QuantumAMC.com](http://www.QuantumAMC.com) and from Key Information Memorandum (KIM) with Application Form. The address of Points of Service Locations of MF Utilities India Pvt. Ltd. is available on our website i.e. [www.QuantumAMC.com](http://www.QuantumAMC.com). Investors in cities other than where the Investor Services Centres are located may send their application forms to any of the nearest ISC accompanied by Demand Drafts payable locally at such locations.

2. Applications must be completed in Block Letters in English.
3. The signature should be in English or in any of the Indian languages specified in the Eighth Schedule of the Constitution of India. Thumb Impressions must be attested by a magistrate or a notary public or a special executive magistrate under his/her official seal. Applications by minors should be signed by the guardians. In case of H. U. F., the Karta should sign on behalf of the H. U. F.
4. As per the SEBI Regulations it is mandatory for Investors to mention in their Application/ Repurchase/Redemption request, the bank name and account number.
5. All cheques and bank drafts should be drawn in favour of "Name of the Scheme" for example "Quantum Long Term Equity Value Fund" and crossed "Account Payee Only". A separate cheque or bank draft must accompany each application/ each Scheme. Multiple cheques with single application are not permitted.

In order to protect investors from frauds, it is advised to mention PAN (on the face of the Cheque) & the Application Form number / folio number and name of the first investor should be written overleaf the cheque / draft, before they are handed over to any courier / messenger / distributor / ISC/ PSL. In addition, all applicants for Purchase of Units must provide complete bank details viz., bank name, bank account number, branch address, and account type in the Application Form.

6. Demat Details: Investors desirous of receiving the allotment of units in dematerialized ("demat") form will have to provide their demat account details in the application form. Currently, this facility is not available in case of units offered under the Daily Re-investment of Income Distribution cum Capital Withdrawal (IDCW) option. Further, this facility is not available for switches and systematic transactions i.e. Systematic Transfer Plans / Systematic Withdrawal Plans.

Investors opting to hold the units in demat form must provide their Demat Account details in the specified section of the application form. The investor intending to hold the units in Demat form are required to have a beneficiary account with a Depository Participant (DP) and will be required to indicate in the application the DP's name, DP ID Number and the beneficiary account number of the applicant held with the DP. In case the Demat account details are not provided or the details are incomplete or the details do not match with the records as per Depository (ies), Units will be allotted in physical form. The sequence of names/pattern of holding as mentioned in the application form must be same as that in the demat account. For conversion of physical holdings into demat form, the unit holders will have to send the demat requests to their Depository Participants.

7. Permanent Account Number (PAN): It is compulsory for all investors to quote their Permanent Account Number (PAN) and submit attested copy of the PAN card issued by the Income Tax Department, irrespective of the amount of investment, while making an application for Purchase of Units. In case of joint applicants, PAN details of all holders should be submitted. In case the investor making the application is a minor, PAN details of the Guardian must be submitted. Investors residing in the state of Sikkim are exempt from the mandatory requirement of PAN proof submission, however sufficient documentary evidence shall have to be submitted to Quantum Mutual Fund for verifying that they are residents of State of Sikkim. 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.

Investments through Micro investment or investors residing in the State of Sikkim or transactions undertaken on behalf of Central Government and/or Statement Government and by officials appointed by Courts e.g. Official Liquidator, Court receiver or UN entities/multilateral agencies exempt from paying taxes/filing tax returns in India are exempt from the mandatory

requirement of PAN proof submission, however they are required to be KYC compliant and submit KYC acknowledgement copy while making an investment in Quantum Mutual Fund.

Investors (being individuals) applying for Micro investment are exempt from mandatory requirement of PAN submission. For further details on Micro Investments, documents required etc. please refer instruction no. 8.

**8. MICRO investments exempted from PAN Requirement with effect from August 1, 2009 - In accordance with the provision of SEBI Letter No. MRD/ DoP/PAN/PM/166999/2009 dated June 19, 2009 issued to Association of Mutual Fund in India (AMFI) and subsequent guidelines issued by AMFI in this regard with effect from August 1, 2009:**

(a) Investments up to Rs. 50,000/- per year per investor i.e. aggregate of investments in a rolling 12 months period or in a financial year (hereinafter referred as "Micro investment") shall be exempted from the requirement of PAN.

(b) This exemption shall be applicable only to investments by individuals (including NRIs but not PIOs), Minors and Sole proprietary firms. HUFs and other categories of investors will not be eligible for this exemption.

(c) The exemption is applicable to joint holders also.

(d) Any one of the following photo identification documents can be submitted along with Micro SIP Application Form as proof of identification in lieu of PAN.

- i. Voter Identity Card
- ii. Driving License
- iii. Government / Defense identification card
- iv. Passport
- v. Photo Ration Card
- vi. Photo Debit Card
- vii. Employee ID cards issued by companies registered with Registrar of Companies
- viii. Photo Identification issued by Bank Managers of Scheduled Commercial Banks / Gazetted Officer / Elected Representatives to the Legislative Assembly / Parliament
- ix. ID card issued to employees of Scheduled Commercial/ State/ District Co-operative Banks
- x. Senior Citizen / Freedom Fighter ID card issued by Government
- xi. Cards issued by Universities / deemed Universities or institutes under statutes like ICAI, ICWA, ICSI.
- xii. Permanent Retirement Account No (PRAN) card issued to New Pension System (NPS) subscribers by CRA (NSDL)
- xiii. Any other photo ID card issued by Central Government / State Governments /Municipal authorities / Government organizations like ESIC / EPFO
- xiv. AMFI vide circular dated November 24, 2010 has notified that AMC will in addition to the photo identification documents prescribed above, shall also be required to take a copy of the proof of address which is self-attested and attested by the ARN holder.

(e) The photo identification document has to be current and valid and also to be self-attested.

(f) Investor is also required to submit a self-attested copy of address proof along with the Micro Investment Application Form.

**9. According to guidelines issued by SEBI under 'The Prevention of Money Laundering Act, 2002, amended from time to time Mutual Funds are required to follow Know Your Customer (KYC) norms.**

It is mandatory for all investors for all purchase / switch / registration of systematic transactions i.e. Systematic Investment Plan and Systematic Transfer Plan to quote the KYC Compliance Status of each applicant (including Power of attorney holders and guardian in case of minor) in the application form and attach the proof of KYC Compliance.

In order to reduce hardships and help investors in dealing with SEBI intermediaries SEBI has in Pursuant to SEBI Circular No. MIRSD/ Cir-26/ 2011 dated December 23, 2011, SEBI (KYC Registration Agency) Regulations, 2011 and SEBI Circular No. MIRSD/SE/Cir- 21/2011 dated October 5, 2011, brought uniformity in the Know Your Customer (KYC) process in the securities market and developed a mechanism for centralization of the KYC records through appointment of KRAs (KYC Registration Agency) to avoid duplication of KYC Process across the intermediaries in the securities market and also mandated intermediaries to conduct In-person-verification (IPV) of new Investors.

SEBI vide circular no. CIR/MIRSD/ 66 /2016 dated July 21, 2016 read alongwith SEBI Circular no. CIR/MIRSD/120 /2016 dated November 10, 2016, has intimated about operationalization of Central KYC Records Registry (CKYCR).

Further, AMFI vide circular dated December 22, 2016 has prescribed new CKYC forms which shall be applicable for prospective investors.

Accordingly with effect from February 1, 2017, any new customer who has not done KYC earlier shall fill the new CKYC KRA-KYC form. If such new investor wishing to invest and get KYC done has filled up old KRA KYC form, such investor would also have to fill a Supplementary CKYC Form or fill the new CKYC-KRA KYC form and complete In Person Verification (IPV). The IPV conducted by any SEBI registered intermediary can be relied upon by the Mutual Fund. The AMC and NISM/AMFI certified distributors who are KYD compliant are authorised to undertake the IPV for Mutual Fund investors. The forms are available on the website of the fund, viz. [www.QuantumAMC.com](http://www.QuantumAMC.com) and at the official points of acceptance of transactions of the AMC. The KYC requirements shall be governed by SEBI Circulars/ notifications and AMFI Guidelines which may change from time to time. Investor may however note that the Fund reserves the right to undertake enhanced KYC measures commensurate with their respective risk profile.

SEBI vide circular CIR/MIRSD/2/2013 dated January 24, 2013 has advised intermediaries to follow uniform guidelines on identification of Ultimate Beneficial Ownership (UBO). Further, AMFI vide its circular no. 62/2015-16 dated September 18, 2015 has issued best practice guidelines to be followed by AMCs for identification of beneficial ownership. UBO means the natural person or persons who ultimately own, control or influence a client and / or persons on whose behalf a transaction is being conducted, and includes a person exercises ultimate effective control over a legal person or arrangement. Investors other than individual and listed companies shall be required to submit the additional documents / declaration as may be prescribed by the Fund from time to time at the time of investment to identify / confirm Ultimate Beneficial Ownership in the entity. The parameters for identifying UBO and process related thereto as per the guidelines specified by SEBI and are detailed in the UBO Declaration Form.

**10.** Investors which are KYC Compliant can subscribe units of the schemes online through the website of the AMC without submitting physical application form and supporting documents. The AMC will obtain details of the investor and KYC related documents from KRA / CKYC including specimen signature on the basis of authorization provided by the investor at the time of investments.

**11.** If the scheme names on application form and on the payment instrument are different, then the application may be processed and units allotted at applicable NAV of the scheme mentioned in the application form / transaction slip in accordance with AMFI Best Practice Circular dated June 24, 2014.

**12.** Employee Unique Identification Number (EUIN)

Investor investing through Distributors shall mandatorily mention the EUIN on the application form, irrespective whether he/she has been advised by Sales person/ Employee/ Relationship manager of the Intermediary or not. However, in case of any exception cases, where there is no interaction by Sales person / Employee / Relationship manager of the intermediary with respect to the investment / transaction, the EUIN box may be left blank. If left blank, AMC will seek the following declaration from the investor, "I/We hereby confirm that the EUIN box has been intentionally left blank by me/us as this transaction is executed without any interaction or advice by the employee/relationship manager/sales person of the above distributor/sub broker or notwithstanding the advice of in-appropriateness, if any, provided by the employee/relationship manager/sales person of the distributor/sub broker." It is mandatory to obtain EUIN for every Sales person / Employee / Relationship manager of the Intermediary for dealing (irrespective whether transactions are in the nature of execution or advisory) in mutual fund products. EUIN will assist in tackling the problem of mis-selling even if the employee/relationship manager/sales person leaves the employment of the ARN holder / sub broker.

**13.** Applications not complete in any respect are liable to be rejected. The Trustee / AMC reserve the right to reject any applications which are not in accordance with the terms of the Fund, without assigning any reason.

**14.** Wherever Investor has not provided his/her Mobile / Contact Number, Email Id, Core Banking Account Number and IFS Code in respect of their already registered bank account and such other relevant data which is required for completing the processing of the transactions or Investors has not filled such data in the application form, the AMC may obtain the required data / information from such authorized entities as it may deem fit and appropriate to update the records of the investors in order to complete the processing of the transactions. The authorized entities from whom / where the required data / information shall be obtained may include not restricted to such as Know Your Client Registration Authority, Investor's Bank, empanelled

distributors / advisors / channel partners, Depository Participants, AMFI appointed aggregators or Website of the Banks / Government Authorities / Entities or any other regulated entities and intermediaries as may be relevant. Upon updation of such data / information, the investors shall be informed by way of a communication sent to either to their registered address / email wherein email id of investor is registered in a folio, with a request to revert to the AMC in case of modification necessary, if any, in the data/ information so updated.

15. The cut-off times in the normal course, for determining Applicable NAV's for subscriptions, redemptions and switch-outs, etc. request / application submitted / received at the Investor Service Centers / Points of Service Locations Official Points of Acceptance from time to time shall be the date and time when it will be stamped at the Investor Service Centers / Points of Service Locations / Official Points of Acceptance subject to availability of fund utilization and not the date and time at which the request / application is received at the reception counter or otherwise of the Investor Service Centers / Points of Service Locations Official Points of Acceptance. The AMC / Trustee in the interest of the scheme and / or its unit holders in the absence of normal time stamping, may use alternative / other method / means of time stamping available at that point of time for determining the applicable NAV with recoded reason for such usage. The AMC / Trustee in the interest of the Scheme and / or its unit holders in the absence of relevant normal application forms etc. may permit use of plain paper handwritten requests as valid requests for processing or may even process subscription requests not accompanied with applications on the basis of information (like amount credited, time / date of credit, etc.) available from the bank account of the schemes with the consent of the unit holders.
16. The Trustee and 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 the 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 Scheme or its Unitholders to accept/reject such an application.
17. It is expressly understood that at the time of investment, the investor / unit /holders has the express authority to invest in the units of the scheme and the AMC / Trustee / Mutual Fund will not be responsible if such investment is ultravires the relevant constitution. Subject to Regulations, the Trustee may reject any application received in case the application is found incomplete / invalid or for any other reason in the Trustee's sole discretion.
18. The AMC and Trustee reserves right to request to investor to provide information and documents to fulfill the regulatory requirements and process the application as may be necessary.
19. Additional mode of payment through Applications Supported by Blocked Amount (hereinafter referred to as "ASBA") in Mutual Funds for investing in New Fund offer (NFO).

In terms of SEBI Circular No. SEBI/IMD/CIR No 18 / 198647 2010 dated March 15, 2010 read with SEBI Circular SEBI/IMD / DF / 6 / 2010 dated July 28, 2010, SEBI has extended ASBA facility to NFO of Mutual Fund. Hence, for all the NFOs to be launched by the Mutual Fund shall have ASBA facility, which will co-exists with the current process, wherein cheques/ demand drafts are used as a mode of payment.

In its continuing endeavor to make the existing New Fund Offer process more efficient SEBI has introduced a supplementary process, viz. the Applications Supported by Blocked Amount (ASBA) facility. 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.

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 ([SEBI | Recognised Intermediaries](#))

The SCSB shall then block the application money in the bank account specified in the ASBA, on the basis of an authorisation to this effect given by the account holder in the ASBA. The application money shall remain blocked in the bank account till the allotment of the issue or till withdrawal/rejection of the application, as the case may be. ASBA facility will be available to all the category of investors mentioned under "Who can invest" Section of the respective SID. An investor, who is eligible for ASBA facility, has the option of making application through ASBA or through the existing facility of applying with cheque / demand draft as mentioned in the SID. 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:**

- (a) An ASBA investor shall submit a duly filled up ASBA Application form, physically or electronically, to the SCSB with whom the bank accounts to be blocked, is maintained.
- (i) 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.
- (ii) 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 authorising SCSB to block the application money in a bank account.
- (b) 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.
- (c) 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.
- (d) On the basis of an authorisation 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).
- (e) If the Bank Account specified in the ASBA application does not have sufficient credit balance to meet the application money, the ASBA application shall be rejected by the SCSB.
- (f) The ASBA Form should not be accompanied by cheque, demand draft or any mode of payment other than authorisation to block application amount in the Bank Account.
- (g) All grievances relating to the ASBA facility may be addressed to the AMC / Registrar to the Issue, with a copy to the SCSB, giving full details such as name, address of the applicant, application amount blocked on application, bank account number and the Designated Branch or the collection centre of the SCSB where the ASBA Form was submitted by the Investor.
- (h) ASBA facility extended to investors shall operate in accordance with the SEBI guidelines in force from time to time.

#### **20. SUBSCRIPTION / REDEMPTION OF UNITS OF THE SCHEMES THROUGH STOCK EXCHANGE MECHANISM.**

The AMC has entered into agreement with the BSE and NSE to facilitate purchase / subscription and redemption / repurchase of units of certain schemes of Quantum Mutual Fund. The investors are advised to note the following to transact through this facility.

- i) This facility shall be available as per the guidelines issued by SEBI and the Stock Exchanges i.e. BSE & NSE.
- ii) This facility i.e. purchases / redemption of units will be available to both existing and new investors.
- iii) The investors will be eligible to only purchase / redeem units of the scheme.
- iv) All the trading members of BSE & NSE who are registered with AMFI as Mutual Fund Advisors registered with BSE & NSE as Participants (herein referred as "AMFI Certified Stock Exchange Brokers") will be eligible to offer this facility to investors. Investors who are interested in transacting should register themselves with AMFI Certified Stock Exchange Brokers.
- v) In order to facilitate transactions in mutual fund units through the stock exchange infrastructure, BSE has introduced BSE STAR MF Platform and NSE has introduced Mutual Fund Service System (MFSS).

- vi) The units of schemes are not listed on BSE & NSE and the same cannot be traded on the Stock Exchanges. The window for submission of application for purchase/redemption of units on BSE & NSE will be available between 9 a.m. and 3 p.m. or such other timings as may be decided.
- vii) The eligible AMFI Certified Stock Exchange Brokers shall be considered as Official Points of Acceptance (OPA) of Quantum Mutual Fund.
- viii) Investors have an option to hold the units in physical or dematerialized form.
- ix) Investors can purchase / redeem units in the schemes in the following manner:
  - i. **Purchase of Units:**
    - a. **Physical Form**
      - The investor who chooses the physical mode is required to submit all requisite documents along with the purchase application (subject to applicable limits prescribed by BSE/NSE) to the AMFI Certified Stock Exchange Brokers.
      - The AMFI Certified Stock Exchange Brokers shall verify the application forms for mandatory details and KYC compliance.
      - After completion of the verification, the purchase order will be entered in the Stock Exchange system with the option of 'Physical' settlement and an order confirmation slip will be issued to investor.
      - The investor will transfer the funds to the AMFI Certified Stock Exchange Brokers.
      - Allotment details will be provided by the AMFI Certified Stock Exchange Brokers to the investor.
    - b. **Dematerialized Form**
      - The investors who intend to deal in depository mode are required to have a demat account with CDSL/NSDL
      - The investor who chooses the depository mode is required to place an order for purchase of units (subject to applicable limits prescribed by BSE / NSE) with the AMFI Certified Stock Exchange Brokers.
      - The investor should provide their depository account details to the AMFI Certified Stock Exchange Brokers.
      - The purchase order will be entered in the Stock Exchange system with the option of 'Depository' settlement and an order confirmation slip will be issued to investor.
      - The investor will transfer the funds to the AMFI Certified Stock Exchange Brokers.
      - Allotment details will be provided by the AMFI Certified Stock Exchange Brokers to the investor.
  - ii. **Redemption of Units:**
    - a. **Physical Form**
      - The investor who chooses the physical mode is required to submit all requisite documents along with the redemption application (subject to applicable limits prescribed by BSE/NSE) to the AMFI Certified Stock Exchange Brokers.
      - The redemption order will be entered in the Stock Exchange system with the option of 'Physical' settlement and an order confirmation slip will be issued to investor.
      - The redemption proceeds will be credited to the bank account of the investor, as per the bank account details recorded with Quantum Mutual Fund.



## **b. Dematerialized Form**

- The investors who intend to deal in depository mode are required to have a demat account with CDSL/NSDL and units converted from physical mode to demat mode prior to placing of redemption order.
  - The AMC shall take necessary steps in coordination with R & T Agents, Depositories and DP's to facilitate conversion of physical units into dematerialized form for the existing investors.
  - The investor who chooses the depository mode is required to place an order for redemption (subject to applicable limits prescribed by BSE/NSE) with the AMFI Certified Stock Exchange Brokers. Investors should provide their Depository Participant with Depository Instruction Slip with relevant units to be credited to Clearing Corporation pool account.
  - The redemption order will be entered in the system with the option of "Depository" settlement and an order confirmation slip will be issued to investor.
  - The redemption proceeds will be credited to the bank account of the investor, as per the bank account details recorded with the Depository Participant.
- Applications for purchase/redemption of units which are incomplete/ invalid are liable to be rejected.
- In case of non-financial requests/applications such as change of bank details, etc., investors should approach Investor Service Centre (ISCs) of Quantum Mutual Fund if units are held in physical mode and the respective Depository Participant(s) if units are held in demat mode.
- A Consolidate Account Statement will be issued to investors who purchase /redeem their units under this facility in physical mode. In case of investors who intend to deal in units in depository mode, a demat statement will be sent by Depository Participant showing the credit/debit of units to their account.
- The applicability of NAV will be subject to guidelines issued by SEBI on Uniform cut-off timings for applicability of NAV of Mutual Fund Scheme(s)/Plan(s).
- Investors will have to comply with Know Your Customer (KYC) norms as prescribed by BSE/NSE/CDSL/NSDL and Quantum Mutual Fund to participate in this facility.
- Investors can invest in the Schemes through Systematic Investment Plan (SIP) facility presently available through Stock Exchange Mechanism as may be allowed by the stock exchanges from time to time.
- The Minimum investment amount under SIP and multiple amounts thereafter, Minimum Number of SIP Installments, dates for SIP installments will be followed as per the Scheme Information Document / Key Information Memorandum of the respective schemes.



## 21. WHO CAN / CANNOT INVEST?

Please refer the para titled “Who Can Invest” / “Who Cannot Invest” of the Scheme Information Document of the respective scheme.

## 22. INVESTMENTS MADE ON BEHALF OF MINORS

The following procedure has been followed by the investor in case of investment made on behalf of minors:

### A. Accounts of Minors:

- (i) The minor shall be the first and the sole holder in an account (folio). No joint holder will be allowed in a folio where the minor is the first or sole holder;
- (ii) Guardian in the folio should either be a natural guardian (i.e. father or mother) or a court appointed legal guardian.
- (iii) Copy of the document viz. birth certificate, passport copy, etc. evidencing date of birth of the minor and relationship of the guardian (natural or legal guardian) with the minor should be mandatorily provided while opening the folio.
- (iv) AMC/ Mutual Fund will register standing instructions like SIP/ STP/SWP etc. in a folio held by a minor (existing or new folio) only till the date of the minor attaining majority, even though the instructions may be for a period beyond that date.
- (v) Payment for investment by means of Cheque, Demand Draft or or any other mode of Payment for investment shall be accepted from the bank account of the minor, parent or legal guardian of the minor, or from a joint account of the minor with parent or legal guardian. For existing folios needs to Change of Pay-out Bank mandate before redemption is processed. Irrespective of the source of payment for subscription, all redemption proceeds shall be credited only in the verified bank account of the minor, i.e. the account the minor may hold with the parent/ legal guardian after completing all KYC formalities.

### B. Change of Status from Minor to Major:

When the units are held on behalf of the minor, the ownership of the units, vest with the minor. The guardian may operate the minor’s account only until the minor attains the age of majority.

In this regard, SEBI has, vide circular no. SEBI/HO/IMD/DF3/CIR/P/2019/166 dated December 24, 2019 mandated that upon the minor attaining the status of major, the minor in whose name the investment was made, shall be required to provide all the KYC details, updated bank account details including cancelled original cheque leaf of the new account. No further transactions shall be allowed till the status of the minor is changed to major.

- a. The guardian shall not be allowed undertake any financial or non-financial transactions from the date of the minor attaining majority.
- b. All existing standing instructions like SIP, SWP & STP, if registered for a period beyond the date on which the minor attains majority, will cease to be executed from the date of the minor attaining majority.
- c. The unitholder (erstwhile minor) will need to submit a fresh SIP, STP, SWP mandate in the prescribed form while applying for change in status from minor to major, in order to continue the SIP, STP, SWP.

The minor’s account shall be frozen for operation by the guardian on the day the minor attains the age of majority and no further customer-initiated transactions shall be permitted till the status is changed from minor to major. But, Dividend pay-out or dividend reinvestment shall continue to be processed, being a corporate action and not investor initiated. In such cases, dividend amount, net of TDS (wherever applicable), shall be credited to the unitholder’s registered bank account or reinvested in the folio, as the case may be.

#### List of documents to be obtained to change the status from minor to major

1. The prescribed MAM form as per specimen attached, duly filled in all respects.
2. Signature of the applicant (minor who has turned major) in the MAM form shall be duly attested in the space provided therein by the parent/guardian whose signature is registered in the records of the mutual fund against the folio of the minor unitholder or by a Notary or a Judicial Magistrate First Class. Alternatively, the applicant's signature may be attested by the unitholder's bankers in the prescribed form as per format given in Annexure 1.
3. Copy of PAN Card of the applicant
4. KYC Acknowledgment or a duly completed KYC form.
5. A cancelled cheque leaf with the applicant's name pre-printed or the applicant's latest Bank Statement/Passbook.
6. Nomination Form

#### C. Change of Guardian:

When there is a change of guardian of the minor unitholder either due to mutual consent between the parents or due to demise of the existing guardian, mutual funds shall seek the following documents prior to registering the new guardian:

- (i) An application for change in guardian of the minor unitholder in a standard / prescribed form, as per the format attached hereto along with PAN card copy and KYC acknowledgement of the new guardian and a cancelled cheque evidencing the change of guardian in respect of the minor's registered bank account with the new guardian's name.
- (ii) A Consent Letter from existing guardian or Court Order for new guardian, in case the existing guardian is alive.
- (iii) A copy of the Death Certificate of the deceased guardian, where applicable duly attested by a Notary Public or a Judicial Magistrate First Class (JMFC) or a Gazetted Officer. The attestation may also be done by authorised official of the AMC after verifying the original.
- (iv) The new guardian must be a natural guardian (i.e. father or mother) or a court appointed legal guardian and the new guardian's name & signature should have been registered as the guardian with the minor's bankers in respect of the minor's bank account.
  - a. AMCs shall invariably obtain the information regarding the relationship/ status of the guardian as father, mother or legal guardian in the application form.
  - b. In case of natural guardian, AMC shall obtain a document evidencing the relationship with the minor, if the same is not available as part of the documents submitted as per 2.3 above.
  - c. In the case of a court appointed legal guardian, a copy of the court order in respect of the appointment of Legal Guardian shall be obtained.
- (v) In case of change in guardian with mutual consent between the parents, the signature of the new guardian shall be duly attested by the existing guardian whose signature is registered in the records of the mutual fund against the folio of the minor unitholder in the space provided in the form.
- (vi) In all other cases, Bank attestation in respect of the signature of the new guardian shall be obtained on a separate letter / form as per format given in Annexure 1 hereto, from the bank where the bank account of the minor where the new guardian should have been registered as the guardian.
- (vii) The new guardian shall be registered as the guardian in respect of the registered bank account of the minor unitholder. A cancelled cheque evidencing the change of guardian in respect of the minor's registered bank account shall be attached to the application for change in Guardian of Minor Unitholder
- (viii) Wherever the minor's PAN has been provided in the MF folio, TDS should be paid against / quoting the minor's PAN. This would enable the parents of the minor to report the minor's dividend amount against the PAN of the parent in whose income the minor's income needs to be clubbed while filing their tax returns

## 23. MODE OF PAYMENT

Payment can be made by either through

- cheque; draft (i.e. demand draft or bank draft); or
- Electronic payment (such as RTGS/ NEFT/ IMPS/ Transfer of funds etc.)
- a payment mode as may be approved by the AMC from time to time.

### Resident Investors

- a. For Investors Payment may be made for subscription to the Units of the Scheme either by issuing a cheque or bank draft drawn on any bank, which is situated at and is a member of the Bankers' Clearing House, located at the place where the application is submitted.
- b. Payment may be made RTGS/NEFT/IMPS or made by cheque or.
- c. In addition to existing facility available for payments through Direct Debits/ / Standing Instructions for investments in SIP, the unit holders can also make payment of SIP instalments 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.

No cash, money orders, postdated cheques [except through Systematic Investment Plan (SIP)] and postal orders will be accepted, however outstation cheques (i.e. if the cheque is payable at a bank's branch which does not participate in local clearing mechanism of the city where the application is submitted) shall be accepted at the sole discretion of AMC.

The AMC reserves the right to refuse bearing of demand draft charges, in case of investments made by the same applicant(s) through multiple applications at its own discretion which will be final and binding on the investor. Investors residing at places other than where the ISC's/Official Point of Acceptance are located, are requested to make the payment by way of demand draft(s) after deducting charges as per the rates indicated in the above table. The AMC reserves the right to insist for the proof of demand draft charges. It may be noted that additional charges, if any, incurred by the investor over and above the levels indicated above will not be borne by the AMC. No demand draft charges will be borne by the AMC for the purchase of Units by investors residing at such locations where the ISC's / Official Points of Acceptance are located. Reimbursement of demand draft charges will be applicable for all equity schemes and hybrid schemes. Further demand draft charges will also be reimbursed for Axis Regular Saver Fund.

Investors may kindly note that DD charges will not be reimbursed for debt and liquid schemes of the Mutual Fund. Applications accompanied by cheques/drafts not fulfilling the above criteria are liable to be rejected

### **Non Resident Indians (NRI)/Persons of Indian Origin (PIO), Foreign Portfolio Investment (FPI)**

- a. Repatriation Basis: In the case of NRIs including PIOs, payment may be made either by inward remittance through normal banking channels or out of funds held in his Non - Resident (External) Rupee Account (NRE) / Foreign Currency (Non-Resident) Account (FCNR). 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.
- b. FPI shall pay their subscription 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 authorized dealer in accordance with the relevant exchange management regulations.
- c. Non-Repatriation Basis: In the case of NRIs/PIOs, payment may be made either by inward remittance through normal banking channels or out of funds held in his NRE / FCNR / Non-Resident Ordinary Rupee Account (NRO). 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.

## 24. NON ACCEPTANCE OF THIRD PARTY

**Third Party instruments are defined as follows:**

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

In accordance with PMLA and AMFI Guidelines issued from time to time on Risk mitigation process against Third-Party cheques in mutual funds subscriptions, applications to schemes of the fund accompanied by a Third Party payment will be rejected, except in the following cases:

- a) Payment by employer on behalf of employee under Systematic Investment Plans or lump sum / one-time subscription through payroll deductions.
- b) Custodian on behalf of an FPI or a client.

The investors submitting their applications through above mentioned exceptional cases are required to comply with the following, without which applications for subscription of units shall be rejected / not processed / refunded.

**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.**

- (a) Source of funds - if paid by cheque

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

Identification of third party cheques by the AMC/Mutual Fund/ Registrar & Transfer Agent (R&TA) will be on the basis of either matching of pay-in bank account details with the pay-out bank account details or by matching the bank account number/name/ signature of the first named applicant/ investor with the name/ account number/signature available on the cheque. If the name is not pre-printed on the cheque or signature on the cheque does not match, then the first named applicant/investor should submit any one of the following documents:

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

# bank manager / authorized signatory of the Bank with his/ her full signature, name, employee code, designation and bank seal.

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

Investors can also avail of the facility of registering multiple bank accounts, by filling in the Multiple Bank Accounts Registration/Deletion Form, which is available on the website.

- (b) Source of funds - if funded by pre-funded instruments such as Pay Order, Demand Draft, 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 address, PAN (if available) and the account number which has been debited for issue of the instrument.

(c) 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.

(d) 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.

(e) 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.

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.

The AMC reserve right to seek additional information to verify the source of funds / may seek verification of bank account independently through the service provider or otherwise directly with the Banks on the basis of authorization provided by the investors.

## 25. CHEQUE BOUNCING

In cases where the cheque(s)/instructions given by the Investor for the application made by him/her in the Scheme, are bounced (i.e. not realised) on presentation to the Bank on which it is drawn or rejection of instructions by the Bank the AMC/Trustee/Mutual Fund reserves the right to reject the application and also restrain the said Investor from making any further investment in any of the Schemes of the Mutual Fund. The AMC/Trustee/Mutual Fund will not be responsible in any manner whatsoever for any losses/ damages caused to the Investor as result of the AMC/Trustee/Mutual Fund rejecting the application on the basis of cheque bouncing / instruction rejections and also for restraining the Investor from making any further investment in any of the Schemes of the Mutual Fund.

The Investor/Unitholder shall indemnify the AMC/Trustee/Mutual Fund at all times and keep the AMC/Trustee/Mutual Fund indemnified, saved and harmless against any and all claims, losses, damages, costs, liabilities and expense (including without limitation, interest and legal fees) actually incurred, suffered or paid by the AMC/ Trustee/Mutual Fund (directly or indirectly) and also against all demands, actions, suits proceedings made, filed, instituted against the AMC/Trustee/Mutual Fund (by the Investor or any third party), in connection with or arising out of or relating to the AMC/ Trustee/ Mutual Fund rejecting the application of the Investor on the basis of cheque bouncing and/or also for restraining the Investor from making any further investment in any of the Schemes of the Mutual Fund.

## 26. MULTIPLE BANK ACCOUNTS REGISTRATION

The investors can register up to 5 Bank Accounts in case of individual/ HUF and 10 Bank Accounts in case of non-individual, in a folio to receive the redemption/IDCW proceeds, selecting any one of the registered accounts as the default Bank account. The investors may also choose to receive the redemption/ IDCW proceeds in any of the registered bank account, by submitting the Multiple Bank Accounts Registration Form.

(a) In case of the existing investors, the existing bank mandate would be treated as default bank account till the investor gives a separate request to change the same to any other registered bank account.

(b) In case of new investors, the bank account mentioned on the purchase application form, used for opening the folio, shall be treated as default bank account till the investor gives a separate request to change the same to any of other registered bank account.

The investors are required to provide an application for registration of multiple bank accounts by submitting the Multiple Bank Accounts Registration Form with the following documents:

- (1) Cancelled original Cheque with the first investor name and bank account number pre-printed on the face of Cheque OR
- (2) Bank Statement not older than 3 months OR
- (3) Bank Passbook with current entries not older than 3 months OR
- (4) Bank Letter/Certificate duly signed by Bank Branch Manager/ Authorized Personnel stating the investor's bank account number, name of investor, account type, bank branch, MICR & IFSC code of the bank branch.

If photocopies of the above documents are submitted the investors must produce original for verification or a copy of the supporting documents duly attested by the Bank to the Official Point of Acceptance of Transaction of Quantum Mutual Fund.

## **27. PROCESS FOR CHANGE IN BANK MANDATE**

The investors are required to submit the Multiple Bank Accounts Registration Form with the following documents:

- (1) Cancelled original Cheque with the first investor name and bank account number pre-printed on the face of Cheque OR
- (2) Bank Statement / Pass book OR
- (3) Bank Letter/Certificate duly signed by Bank Branch Manager/ Authorized Personnel stating the investor's bank account number, name of investor, account type, bank branch, MICR & IFSC code of the bank branch OR
- (4) In case old bank account is already closed, a letter from bank covering the details stated in the point (3).

The AMC reserves right to collect any further documents in this regard.

If photocopies of the above documents are submitted the investors must produce original for verification or a copy of the supporting documents duly attested by the Bank to the Official Point of Acceptance of Transaction of Quantum Mutual Fund.

In case of online registration of multiple bank accounts, the AMC reserve right to seek additional information to verify the bank account independently through the service provider or otherwise directly with the Banks on the basis of authorization provided by the investors.

There shall be a cooling period of 10 days for validation and registration of new bank account. In case the redemption request received during this cooling period, the Fund shall endeavor to process the request for change of bank mandate and thereafter redeem the specified units, within 10 working days, from the date of receipt of request.

In case, the request for change in Bank Mandate is invalid / incomplete / dissatisfactory in respect of signature mismatch / document insufficiency / not complying with the requirements mentioned above, the request for such change will not be processed and redemption / IDCW proceeds if any shall be processed as per the last registered bank account with the Fund and will be used for such payments to investors.

## **28. PROCESS OF CHANGE OF ADDRESS**

The investors are requested to get the Address changed in the KYC records and once the address of the investors are updated in the KYC records, the same will be get updated in our records. Therefore, the investors are requested to first follow the procedure to change their address in the KYC records.

## **29. SWITCHING**

### **Inter - Scheme Switching option:**

Unitholders/Investors under the scheme have the option to switch part or all of their investments from one plan / option of the scheme to plan / option of the other scheme of Quantum Mutual Fund subject to terms and conditions of the respective scheme. The switch will be affected by way of redemption of units from one plan / option of a scheme and a reinvestment of the redemption proceeds in the plan / option of the other scheme of Quantum Mutual Fund. The Mutual Fund also, provides the

investors the flexibility to switch their investments from any other scheme(s) offered by the Mutual Fund to a new scheme during the New Fund Offer period or on an ongoing basis. For details on Scheme(s) which offer such facility, please refer to the Scheme Information Document of the respective scheme(s).

This option will be useful to Unit holders who wish to alter the allocation of their investment (subject to completion of lock-in period, if any, of the units of the scheme(s) from where the units are being switched) in order to meet their changed investment needs. Accordingly, to be effective, the Switch must comply with the Redemption rules of the Scheme and the issue rules of the other scheme (such as the minimum number of Units that may be redeemed or issued, Exit Load etc.) The price at which the Units will be switched out of the respective Scheme will be based on the Redemption Price, and the proceeds will be invested in the other scheme at the prevailing sale price for units in that scheme.

#### **Intra - Scheme Switching option:**

Unitholders/Investors under the scheme have the option to switch part or all of their investments within the scheme from one plan / option to other plan / option. For details on which Schemes offer such facility please refer Scheme Information Document. No Exit Load will be charged in respect of such Intra-Scheme Switching. Switches will take place at the applicable NAV based prices and the difference between the NAVs of the two options/ facilities will be reflected in the number of units allotted.

### **30. JOINT HOLDERS**

In the event the account has more than one registered Unitholder the first-named Unitholder shall receive the Account Statement / Consolidated Account Statements, all notices and correspondence with respect to the account, as well as the proceeds of any Repurchase/Redemption requests or IDCW or other distributions. In addition, such holder shall have the voting rights, as permitted, associated with such Units as per the applicable guidelines.

The Unitholder must specify the 'mode of holding' in the application form as 'Jointly' or 'Anyone or Survivor'. In the case of holding specified as 'Jointly', financial and non-financial request have to be signed by all joint Unitholders. However, in cases of holding specified as 'Anyone or Survivor', any one of the Unitholders will have the power/authority to sign financial and non-financial requests, without it being necessary for all the Unitholders to sign. However, in all cases, the proceeds of the Repurchase/Redemption will be paid to the first-named Unitholder. In the event the account has more than one registered Unitholder and the mode of holding is not specified in the application form, the default mode of holding would be considered to be 'Anyone or Survivor'.

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 recognize any person(s) other than the remaining holders. In all such cases, the proceeds of the Repurchase/Redemption will be paid to the first-named of such remaining Unitholders.

For units held in demat mode where Depository Participation account is held in joint names, the rules of the Depository for operation of such Depository Participation accounts will be applicable.

The AMC, Trustee Company, Mutual Fund will not be responsible to fulfill and or discharge any claim, dues, loss, liability (statutory, monetary or otherwise, whatsoever) that may arise on account of such joint holding and mutual understanding, if any, amongst them. Liability of all the joint holder(s) shall be joint and several and shall be binding on each of the joint holders, their respective legal heirs, successors, executors and permitted assigns.

### **31. UNITS WITH DEPOSITORY**

Units of the Scheme can be held with a depository. In such a case, the units will be held in accordance with the provisions of Depositories Act, 1996 and the Securities and Exchange Board of India (Depositories and Participants) Regulations, 1996, as may be amended from time to time.

- i) Necessary request for dematerialization of units can be submitted by the existing unit holders to their respective Depository Participants along with the account statement issued by the Fund. The same number of Units held in the physical mode shall be continued in the demat mode. Requests for dematerialization shall be processed within the thirty days or such other days as may be stipulated under SEBI Regulations from the date of receipt of such a request provided it complete and valid in all respects. Issuance of units in dematerialization mode may attract stamp duty, cost of which may be recovered from unit holders.



- ii) Unit holders have the option to rematerialize their existing demat units by giving rematerialisation request to the respective Depository Participant. On receiving the confirmation of demat unit balance, an account statement for the physical units shall be issued where the same number of units held in the demat mode shall be continued in the physical mode. The rematerialisation of demat units shall be processed within thirty days or such other days as may be stipulated under SEBI Regulations from the date of receipt of such a request, provided it is complete and valid in all respects.

The units held in demat shall be freely transferable in accordance with the provisions of Depositories Act, 1996 and the Securities and Exchange Board of India (Depositories and Participants) Regulations, 1996 as may be amended from time to time except in case of units held in Equity Linked Saving Scheme (ELSS) during the lock-in period.

### **32. TRANSACTIONS THROUGH ELECTRONIC MODE – EMAIL / WEB / EMAIL WITH ATTACHMENTS /SHORT WHATS APP MESSENGER (WHATSAPP) / HIKE MESSENGER**

The Mutual Fund / AMC / Trustee Company / Registrar or any other agents or representatives of the Mutual Fund / AMC / Trustee Company / Registrar ("Receiver") may accept instructions / transaction requests sent through Website, Short Messaging Services (SMS) WhatsApp Messenger, HIKE Messenger/ Electronic Mail (Email), Email With Attachments / or any other electronic mode "Electronic Facility" by an investor ("Sender") as may be permitted and notified by the AMC from time to time and subject to the Sender fulfilling applicable terms and conditions as may be stipulated / prescribed by the AMC from time to time.

The sending and acceptance by the Receiver of the instructions / transactions through Electronic Facility will be solely at the risk of the Sender. The Receiver along with its Directors, Employees, Agents and representatives shall not be liable and / or responsible for any loss or damage caused to the Sender directly or indirectly out of or in connection with the said use of the Electronic Facility including but not limited to where such instructions / transactions sent / purported to be sent are not processed / received by the Receiver, non-availability or failure of performance, loss or corruption or hacking, loss or damage to property / asset (including profit, good will and opportunity loss), work stoppage, computer / server failure or malfunctioning or interruption or deletion, defect, delay in operation or transmission, computer virus, communication line failure, unauthorized access or use of the Electronic Facility or any act of god or any other reason whatsoever.

The Sender agrees and acknowledges that Electronic Facility is not a secure means of giving instructions / transactions and is fully aware of the risks involved including but not limited to such instructions / transactions requests being inaccurate, imperfect, ineffective, illegible, having a lack of quality, clarity, garbled, altered, distorted, not timely etc.

The Sender agrees and acknowledges that the instructions / transactions requests to the Receiver to act through Electronic Facility is for the Sender's convenience and the Receiver is not always obliged or bound to act on the same.

The Sender authorizes the Receiver to accept and act on the instructions / transactions through Electronic Facility that the Receiver believes in good faith to be given by the Sender as if it is duly signed and authorized by the Sender. The Receiver at its discretion may treat such instructions / transactions as final for all record purpose. In case there is any discrepancy between the particulars mentioned in the instructions / transactions through Electronic Facility and the original documents that may be received thereafter / sent voluntarily by the Sender, the Receiver shall not be liable for any consequence arising therefrom.

The Sender accepts that instructions / transactions through Electronic Facility shall be time stamped (wherever required, either electronically or otherwise) on receipt by the Receiver in accordance with SEBI (Mutual Funds) Regulations, 1996.

The Sender shall indemnify the Mutual Fund / AMC / Trustee Company along with its directors, agents, employees and representatives ("Indemnified Parties") at all times and from time to time from and against all actions, claims, demands, liabilities, damages, costs, charges and expenses of whatever nature whether actual or contingent, directly or indirectly incurred, suffered, sustained or paid by the Indemnified Parties whatsoever arising from and / or in connection with or in any way relating to the Indemnified Parties in good faith accepting and acting on the instructions / transactions of the Sender through the Electronic Facility.

#### **(i) ELECTRONIC MAIL (EMAIL) TRANSACTIONS:**

The Receiver will accept requests for Financial and Non-Financial Transactions like Subscriptions/ Redemption / Repurchase / Switch-in / Switch-out of units and Updation of personal data / information as prescribed on the website of the AMC / Fund from time to time through Electronic Mail Facility ("Email Facility") subject to the Sender fulfilling the terms and conditions as prescribed by the AMC from time to time. The following are the terms and conditions of the Email Facility:



- (a) The Email Facility will be available to existing registered individual investors and joint holders and HUF which are KYC compliant. The new investor who wishes to avail this Facility shall first be required to subscribe / purchase units through the offline / web or such other mode of transactions as may be prescribed by the AMC from time to time.
- (b) An Email transaction request shall be accepted only through the email id which is registered with the Fund / AMC under the particular folio.
- (c) An Email transaction request shall be accepted only under the folio where contact number of investor is registered with the Fund / AMC.
- (d) The Sender is required to send the financial transaction request on email to the email id [Transact@QuantumAMC.com](mailto:Transact@QuantumAMC.com) / [insti@quantumamc.com](mailto:insti@quantumamc.com) and the Non-Financial transaction request on email to the email id [Customercare@QuantumAMC.com](mailto:Customercare@QuantumAMC.com) / [insticare@quantumamc.com](mailto:insticare@quantumamc.com). Transaction requests sent to any other Email id will not be accepted. The Sender will receive an automated / system generated acknowledgment of receipt of Email transactions request but this shall not be deemed to be an acceptance of transaction request by the AMC / Receiver. The AMC / Receiver shall make a confirmation / verification call to the Sender on registered Mobile number / Telephone / Contact number through recorded line to confirm / verify the transaction request. If for any reason whatsoever confirmation / verification is not completed then the Financial transaction request will not be processed and the request shall stand rejected by the Receiver. After the necessary confirmation / verification of the Financial transaction request with the Sender, the AMC / Receiver shall send an acknowledgement email to the Sender prima facie for acceptance or non-acceptance of the Financial transaction request and such acknowledgement email from the AMC shall be considered as valid acceptance or non-acceptance of the Financial transaction request and the transaction shall then be processed afterwards subject further to validity of request.
- (e) For the purpose of determining the applicable NAV in accordance with SEBI Mutual Fund Regulations, the system recorded date and time at the end of the verification / confirmation call will be considered and not the date and time of the Email received by the Server of the AMC / Registrar.
- (f) The Sender agrees and acknowledges and is aware that there may be delay in delivery / difference in the date and time of the email received at the server of the AMC / Receiver and the date and time of the server through which investor has sent the email and also the AMC / Receiver server may not receive / reject the email sent by the Sender at all.
- (g) The Sender is required to transfer funds before sending an email or to register and specify a designated bank mandate for subscription / purchase of units through the Email Facility.
- (h) To consider cut off timing and availability of funds for utilization for determining the applicable NAV the provisions of the respective Scheme Information Documents of the Scheme will be considered.

**(ii) TRANSACTIONS THROUGH EMAIL WITH ATTACHMENT:**

The Receiver will accept requests for Financial and Non-Financial Transactions like Subscriptions/ Redemption / Repurchase / Switch-in / Switch-out of units and updation of personal data / information as prescribed on the website of the AMC / Fund from time to time through the Email With Attachment ("Email With Attachment") subject to the Sender fulfilling the terms and conditions as prescribed by the AMC from time to time. The following are the terms and conditions for the Email with Attachment Facility:

- (a) This Facility will be available to all existing registered individual investors, joint holders, HUF and non-individual investors which are KYC compliant. The new investor who wishes to avail this Facility shall first be required to subscribe / purchase units through the offline / web or such other mode of transactions as may be prescribed by the AMC from time to time.
- (b) An Email With Attachment transaction request shall be accepted only through the Email id which is registered with the Fund / AMC under the particular folio.
- (c) An Email With Attachment transaction request shall be accepted only under the folio where contact number / details of Authorized Signatory of the Investor is registered with the Fund / AMC under the particular folio.
- (d) The Attachment to the Email shall be signed by the Investor (s) or Authorized Signatories of the Investor along with Company Seal. The Email transaction request received with the Attachment without signature of the Investor (s) or Authorized Signatories of the Investor on the Attachment shall not be accepted.

- (e) The Sender is required to send the Financial transaction request on Email to the Email id [Transact@QuantumAMC.com](mailto:Transact@QuantumAMC.com) / [Insti@QuantumAMC.com](mailto:Insti@QuantumAMC.com) and the Non-Financial transaction request on Email to the Email id [Customercare@QuantumAMC.com](mailto:Customercare@QuantumAMC.com) / [insticare@quantumamc.com](mailto:insticare@quantumamc.com). Transaction requests sent to any other Email id will not be accepted. The AMC / Receiver shall make a confirmation / verification call to the Sender and in case of non-individual investors – Authorized Signatory on registered Mobile Number / Telephone / Contact Number through recorded line to confirm / verify the Financial Transaction Request. In case of Financial Transaction request with investor signature in the attachment, no confirmation / verification call will be made.
- (f) If for any reason whatsoever confirmation / verification is not completed then the Financial Transaction Request will not be processed and the request shall stand rejected by the Receiver. After the necessary confirmation / verification of the Financial Transaction Request with the Sender, the AMC / Receiver shall send an acknowledgement email to the Sender prima facie for acceptance or non-acceptance of the Financial Transaction Request and such acknowledgement email from the AMC shall be considered as valid acceptance or non-acceptance of the Financial Transaction Request and the transaction shall then be processed afterwards subject to further validity of request.
- (g) For the purpose of determining the applicable NAV in accordance with SEBI Mutual Fund Regulations, the system recorded date and time of the Email received by the Server of the AMC / Registrar will be considered.
- (h) The Sender agrees and acknowledges and is aware that there may be delay in delivery / difference in the date and time of the email received at the server of the AMC / Receiver and the date and time of the server through which investor has sent the email and also the AMC / Receiver server may not receive / reject the email sent by the Sender at all.
- (i) The Sender is required to register and specify a designated bank mandate to subscribe units through the Email With Attachment Facility. The Sender also can transfer funds before sending an email for the Financial transaction request.
- (j) To consider cut off timing and availability of funds for utilization for determining the applicable NAV the provisions of the respective Scheme Information Documents of the Scheme will be considered.

### **(iii) WEB TRANSACTIONS:**

The Receiver will accept requests for Financial and Non-Financial Transactions like Subscriptions / Redemption / Repurchase / Switch-in / Switch-out of units and updation of personal data / information as prescribed on the website of the AMC / Fund from time to time through the AMC's Website ("Web Facility") subject to the Sender fulfilling the terms and conditions as prescribed by the AMC from time to time. The following are the terms and conditions of the Web Facility:

- (a) This Facility will be available to new individual investors and existing registered individual investor and Joint Holders, HUF and Non-individual investors which are KYC compliant.
- (b) For the purpose of determining the applicable NAV in accordance with SEBI (Mutual Funds) Regulations, 1996, the system generated date and time on transactions at server of AMC / Registrar will be considered.
- (c) The Sender can transfer funds before or during transactions for subscription / purchase of units done through the AMC's website.
- (d) To consider cut off timing and availability of funds for utilization for determining the applicable NAV the provisions of the respective Scheme Information Documents of the Scheme will be considered.

### **(iv) NON-SYNTAX BASED SMS TRANSACTIONS: ("SMS – Non Syntax")**

The SMS – Non Syntax Facility will be available to existing registered individual investors and joint holders which are KYC compliant. The new investor who wishes to avail this Facility shall first be required to subscribe / purchase units through the offline / web or such other mode of transactions as may be prescribed by the AMC from time to time.

- (a) A SMS – Non Syntax transaction request shall be accepted only through the Mobile Number which is registered with the Fund / AMC under the particular folio.
- (b) A SMS – Non Syntax transaction request shall be accepted only under the folio where E-mail ID of investor is registered with the Fund / AMC.

- (c) The Sender is required to send the SMS – Non Syntax transaction request to the Mobile Number **+91-9243223863** containing details as defined on the AMC website which are required to process the transaction request. Transactions requests sent to any other Mobile Number will not be accepted. The AMC / Receiver shall make a confirmation / verification call to the Sender on registered Mobile Number / Telephone / Contact Number through recorded line to confirm / verify the Financial Transaction Request. If for any reason whatsoever confirmation / verification is not completed then the Financial Transaction Request will not be processed and the request shall stand rejected by the Receiver. After the necessary confirmation / verification of the Financial Transaction Request with the Sender, the AMC / Receiver shall send an acknowledgement email to the Sender prima facie for acceptance or non-acceptance of the Financial transaction request and such acknowledgement email from the AMC shall be considered as valid acceptance or non-acceptance of the Financial transaction request and the transaction shall then be processed afterwards subject further to validity of request.
- (d) For the purpose of determining the applicable NAV in accordance with SEBI Mutual Fund Regulations, the system recorded date and time at the end of the verification / confirmation call will be considered and not the date and time of the SMS received by the Server of the AMC / Registrar.
- (e) The Sender agrees and acknowledges and is aware that there may be delay in delivery / difference in the date and time of the SMS received at the server of the AMC / Receiver and the date and time of the server through which investor has sent the SMS and also the AMC / Receiver server may not receive / reject the SMS sent by the Sender at all.
- (f) The Sender agrees and acknowledges and is aware that the date and time of the SMS received at the server of the AMC / Receiver and the date and time of the system recorded end of the verification / confirmation call may be different.
- (g) The Sender is required to register and specify a designated bank mandate to subscribe units through the SMS Non Syntax Facility. The Sender also can transfer funds before or after sending SMS for the Financial Transaction Request.
- (h) To consider cut off timing and availability of funds for utilization for determining the applicable NAV the provisions of the respective Scheme Information Documents of the Scheme will be considered.

**(v) WHATSAPP / HIKE MESSENGER TRANSACTIONS – (“WhatsApp” / “HIKE”):**

The Receiver will accept requests for Financial and Non–Financial Transactions like Subscriptions/ Redemption / Repurchase / Switch-in / Switch-out of units and Updation of personal data / information as prescribed on the website of the AMC / Fund from time to time through WhatsApp / HIKE subject to the Sender fulfilling the terms and conditions as prescribed by the AMC from time to time. The following are the terms and conditions of the Messenger:

- (a) The WhatsApp / HIKE Facility will be available to existing registered individual investors and joint holders which are KYC compliant. Any new investor who wishes to avail this Facility shall first be required to subscribe / purchase units through the offline / web or such other mode of transactions as may be prescribed by the AMC from time to time.
- (b) A WhatsApp / HIKE transaction request shall be accepted only through the Mobile Number which is registered with the Fund / AMC under the particular folio.
- (c) A WhatsApp / HIKE transaction request shall be accepted only under the folio where E-mail ID of investor is registered with the Fund / AMC.
- (d) The Sender is required to send the WhatsApp / HIKE transaction request to the Mobile Number **+91-924322 3863** containing details as defined on the AMC website which are required to process the transaction request. Transactions request sent to any other Mobile Number will not be accepted. The AMC / Receiver shall make a confirmation / verification call to the Sender on registered Mobile Number / Telephone / Contact Number through recorded line to confirm / verify the Financial Transaction Request. If for any reason whatsoever confirmation / verification is not completed then the Financial Transaction Request will not be processed and the request shall stand rejected by the Receiver. After the necessary confirmation / verification of the Financial Transaction Request with the Sender, the AMC / Receiver shall send an acknowledgement email to the Sender prima facie for acceptance or non-acceptance of the Financial Transaction Request and such acknowledgement email from the AMC shall be considered as valid acceptance or non-acceptance of the Financial transaction request and the transaction shall then be processed afterwards subject further to validity of request.

- (e) For the purpose of determining the applicable NAV in accordance with SEBI Mutual Fund Regulations, the system recorded date and time at the end of the verification / confirmation call will be considered and not the date and time of the WhatsApp / HIKE message received by the system / Server of the AMC / Registrar.
- (f) The Sender agrees and acknowledges and is aware that there may be delay in delivery / difference in the date and time of the WhatsApp / HIKE message received at the system / server of the AMC / Receiver and the date and time of the server through which investor has sent the WhatsApp / HIKE message and also the AMC / Receiver system / server may not receive / reject the WhatsApp / HIKE message sent by the Sender at all.
- (g) The Sender agrees and acknowledges and is aware that the date and time of the WhatsApp / HIKE message received at the system / server of the AMC / Receiver and the date and time of the system recorded end of the verification / confirmation call may be different.
- (h) The Sender is required to register and specify a designated bank mandate to subscribe units through the WhatsApp / HIKE Facility. The Sender also can transfer funds before or after sending the WhatsApp / HIKE message for the Financial Transaction Request.
- (i) To consider cut off timing and availability of funds for utilization for determining the applicable NAV the provisions of the respective Scheme Information Documents of the Scheme will be considered.

Example of date and time of sending of the Financial Transaction request through Email / SMS, WhatsApp, HIKE etc. ("electronic transaction") and receipt of transaction request through electronic transaction and allotment of NAV:

Electronic Transaction sent by the Sender at 2.00 p.m.
Electronic Transaction Received by System / Server of the service provider of SMS / WhatsApp / Email / of the Sender at 2.30 p.m.
Electronic Transaction Received by System / Server of the Receiver (AMC / Registrar) at 3.30 p.m.
The Verification / Confirmation Call made by the AMC at 4.00 p.m.
The Verification / Confirmation Call ended time recorded in the system at 4.04. p.m.

For the purpose of determining the applicable NAV in accordance with the SEBI (Mutual Funds) Regulations, the system / server recorded date and time 3.30 pm. or end of the verification / confirmation call i.e. 4.04. p.m (as may be applicable for respective electronic mode in its terms and conditions) as explained in the above example will be considered subject to the provisions of availability of fund for utilization as may be applicable as prescribed in the respective Scheme Information Document of the Scheme.

The AMC reserves the right to modify the terms and conditions, limit the type / numbers of transactions / transaction type, limit/ restrict the amounts per transaction / transaction type and / or to discontinue to accept instructions / transactions through the Electronic Mode / Facility. On availing the Electronic Mode/ Facility, the Sender will unequivocally be bound by the terms and conditions of the Electronic Mode / Facility.

### 33. TRANSACTIONS THROUGH MF UTILITY PLATFORM:

The AMC has entered into an Agreement with MF Utilities India Private Limited ("MFUI"), a "Category II – Registrar to an Issue" under SEBI (Registrars to an Issue and Share Transfer Agents) Regulations, 1993, for usage of MF Utility ("MFU") - a shared services initiative of various Asset Management Companies, which acts as a transaction aggregation portal for transacting in multiple Schemes of various Mutual Funds with a single form and a single payment instrument.

Accordingly, all financial and non-financial transactions pertaining to Schemes can be done through MFU either electronically on [www.mfuonline.com](http://www.mfuonline.com) or physically through the authorized Points of Service ("POS") of MFUI, details of which are available on AMC website.

The provision of the respective schemes including uniform cut-off time as prescribed by SEBI and as mentioned in the SID and KIM of respective schemes shall be applicable for applications received on the portal of MFUI i.e. [www.mfuindia.com](http://www.mfuindia.com). Transactions on the MFUI portal shall be subject to the eligibility of the investors, any terms & conditions as stipulated by the MFUI / FUND / AMC from time to time and any law for the time being in force.

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 MFUI POS. The AMC and / or its Registrar and Transfer Agent – KFin Technologies Private Limited 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 or the AMC to download the relevant forms.

#### **34. TRANSACTIONS THROUGH KFinTech MFS WEBSITE:**

KFin Technologies Limited ("KFinTech") the Registrar and Transfer Agent for the schemes of the Fund has built an online website <https://mfs.kfintech.com/mfs/> wherein investors / unit holders of all KFinTech serviced Mutual Funds can transact in the schemes of the respective Mutual Funds by opening an account on KFinTech Website.

The transactions in the Schemes of the Fund through the KFinTech Website will be allowed as may be facilitated by KFinTech on its website in accordance with provisions of the respective Scheme Information Document of the schemes.

#### **35. TRANSACTIONS THROUGH KTRACK MOBILE APPLICATION**

KFinTech has built a mobile application- KTRACK wherein investors / unit holders having a folio of at least one KFinTech serviced Mutual Fund can transact in the schemes of the respective mutual funds by opening an account with KTRACK. Investors / unit holders may refer user manual of KTRACK available at [www.kfintech.com](http://www.kfintech.com).

The transactions in the Schemes of the Fund, except Exchange Traded Funds, through KTRACK shall be allowed as may be facilitated by KFinTech in accordance with provisions of the respective SID and KIM of the schemes of the Fund, and the time of receipt of transaction recorded on the server of KFinTech will be considered as the time of receipt of transaction for the purpose of determining applicability of NAV, subject to credit of funds to bank account of the respective Schemes of the Fund, wherever applicable.

#### **36. TRANSACTIONS THROUGH KBOLT GO MOBILE APPLICATION:**

KFIN Technologies Limited (KFinTech) – Registrar & Transfer Agent of Quantum Mutual Fund has developed KBOLT Go Mobile Application an online electronic platform for transaction in schemes of Mutual Fund.

The transactions in the Schemes of Quantum Mutual Fund, except Exchange Traded Funds, through KBOLT Go Mobile Application will be allowed in accordance with provisions of the respective SID and KIM of the Schemes of Quantum Mutual Fund, and the time of receipt of transaction recorded on the server of KFinTech will be considered as the time of receipt of transaction for the purpose of determining applicability of NAV, subject to credit of funds to bank account of the respective Schemes of the Fund, wherever applicable.

#### **37. TRANSCATION THORUHG MF CENTRAL**

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 / phygital services to Mutual fund investors across fund houses subject to applicable T&Cs of the Platform. MFCentral will be enabling various features and services in a phased manner. MFCentral may be accessed using <https://mfcentral.com/> and a Mobile App in future.

The transactions in the Schemes of the Fund through the MF Central <https://www.mfcentral.com/> will be allowed as may be facilitated MF Central on its website in accordance with provisions of the respective Scheme Information Document of the schemes.

#### **38. PLEDGE OF UNITS**

The Units under the respective Scheme(s) (subject to completion of Lock-in Period, if any) may be offered as security by way of a pledge / charge in favour of scheduled banks, financial institutions, non-banking finance companies (NBFC's) or any other Body Corporate. The AMC and / or the ISC will note and record such Pledged Units. A standard form for this purpose is available on request from any of the ISCs. The AMC shall mark a lien only upon receiving the duly completed form and documents as it may require. Disbursement of such loans will be at the entire discretion of the bank / financial institution / NBFC or any other body concerned and the Mutual Fund assumes no responsibility thereof. The Pledger will not be able to redeem Units that are pledged

until the entity to which the Units are pledged provides written authorisation to the Mutual Fund that the pledge / lien charge may be removed. As long as Units are pledged, the Pledgee will have complete authority to redeem such Units.

For units of the Scheme(s) held in electronic (demat) form, the rules of Depository applicable for pledge will be applicable for Pledge/Assignment of units of the Scheme(s). Pledger and Pledgee must have a beneficial account with the Depository. These accounts can be with the same DP or with different DPs.

### **39. CORPORATE SYSTEMATIC INVESTMENT PLAN (CORPORATE SIP) FACILITY**

In case of Corporate SIPs, the Corporate would provide direct credit for the cumulative SIP investments of their employees/ officers. Further, the frequency of such SIPs may be customised by the AMC, at its discretion. In case of receipt of transfer of funds by way of direct credit instructions / any other electronic mode of transfer of funds for such SIPs, the date of allotting units under the Corporate SIP facility would be the date of receipt of a valid direct credit / transfer of funds instruction by the AMC.

### **40. TRIGGER FACILITY**

This facility acts as a financial planning tool for information & initiating action. The investor can specify a specific event/ action, which may be related to time or value, or a specific event/ action in advance and when this event/action takes place the trigger will be intimated / get activated. This helps the unit holders to minimize the loss and/or timely booking of profits. Thus, this facility enables the unit holder to keep track of his investments without having to put in time and effort to track portfolio movements on a regular basis.

#### **(i) Trigger Alert**

Under this facility, Trigger Alert under all the Schemes (excluding ETFs) of the Fund will be provided to the investors by way of an Email and Short Messaging Service (SMS) on applicable Business Day on the happening of the following events:

- (a) Change in the value of investment in terms of certain Amount / Percentage.
- (b) Change in the NAV of the Scheme in terms of certain Amount / Percentage.
- (c) Change in the BSE Sensex in terms of certain Points / Percentage.
- (d) Change in the NSE Nifty in terms of certain Points / Percentage.

#### **(ii) Trigger Alert and Activation**

Under this facility, Trigger Alert under all the Schemes (excluding ETFs) of the Fund will be provided to the investors by way of an Email and Short Messaging Service (SMS) and Triggers (as stated in Trigger Alert) will be activated on applicable Business Day if the trigger hits the specifications /types provided by the investor for - Redemption / Switch / Transfer from Quantum Liquid Fund to any other open ended scheme of the Fund.

Under this facility, the investor can opt for the following:

- a) Full / Partial Redemption / Switch / Transfer of Units / Amount.
- b) Full / Partial Redemption / Switch / Transfer of original Investment.
- c) Full / Partial Redemption / Switch / Transfer of gains (to the extent of capital appreciation only).
- d) Full / Partial Redemption / Switch / Transfer of original investment / gains (to the extent of capital appreciation only).

## 41. LISTING

In case of Open Ended Scheme

The Sale and Repurchase of Units will be made on continuous basis by the Mutual Fund; The Units of the Scheme are not proposed to be listed on any stock exchange. However, the Mutual Fund may at its sole discretion list the Units of the Scheme on one or more stock exchanges at a later date.

In case of Exchange Traded Fund

The units of the schemes are listed on the NSE. In future these units may be listed on other recognized Stock Exchange as the Fund deems fit.

## 42. TREATMENT OF FINANCIAL TRANSACTIONS RECEIVED THROUGH SUSPENDED DISTRIBUTORS

All Purchase and Switch transaction, including SIP/STP registered prior to the date of suspension and fresh SIP/STP registrations received under the ARN code of a suspended distributor during the period of suspension, shall be processed under "Direct Plan" of the respective scheme and shall be continued under Direct Plan of the respective scheme perpetually. However,

If the AMC receives a written request / instruction from the unit holder(s) to shift back to Regular Plan under the ARN of the distributor post the revocation of the suspension of ARN, the same shall be honored.

- a. All Purchase and Switch transactions including SIP/STP transactions received through the stock exchange platforms through a distributor whose ARN is suspended shall be rejected.
- b. In case where the ARN of the distributor has been permanently terminated, the unit holders have the following options:
  - Switch their existing investments under the Regular Plan to Direct Plan subject to tax implications; or
  - Continue their existing investments under the Regular Plan under ARN of other distributor of their choice.

## 43. TRANSACTIONS PROCESSED THROUGH UNEMPANELLED DISTRIBUTORS

**The Following process will be followed for transactions processed through unempanelled distributors in line with AMFI Best Practice Circular No.81 / 2019-20 dated September 24, 2019 and circular no. 135/BP/107/2023-24 dated May 4<sup>th</sup> 2023:**

1. Accepting any business from any MFD, the AMC must ensure that the MFD is empaneled with the AMC,
2. Restrict the transactions under the Non-Empaneled MFDs under Regular plan, and to process the said transactions under Direct Plan.
3. All purchase and switch transactions including SIP/STP transactions received through the stock exchange platforms through distributor whose ARN is not empanelled shall be rejected.
4. For all purchase/switch/SIP/STP transactions received under the ARN of the distributor who has not empanelled with the Fund, the unitholders/investors shall have the following options:
  - a. The option to switch their existing investments under Regular Plan to Direct Plan (with capital gain tax implications); or
  - b. The option to switch their holding to non-empanel distributor to empanel distributor.



- 1) Unitholders of the Scheme have a proportionate right in the beneficial ownership of the assets of the Scheme.
- 2) When the Mutual Fund declares an Income Distribution under the Scheme, the IDCW warrants shall be dispatched within 7 days from the record date. In event of failure of dispatch of IDCW within the stipulated 7 days period, the AMC shall be liable to pay interest @15% per annum to unitholders. The allotment confirmation reflecting the new or additional subscription of units shall be emailed/ SMS to the Unit Holder within 5 working days from the date of receipt to transaction request. Consolidated Account Statement for each calendar month shall be sent by mail / email on or before 15<sup>th</sup> of the succeeding month to the unit holder by the Depository for unit holders having mutual fund investments and holding in demat account and by the AMC / Registrar for unit holders having mutual fund investments but do not have demat account for each calendar month in folios wherein transactions have taken place during the month.

The first-named Unit holder shall receive the Consolidated Account Statements, all notices and correspondence with respect to the account, as well as the proceeds of any Redemption requests or Income Distribution or other distributions. In addition, such holder shall have the voting rights, as permitted, associated with such Units as per the applicable guidelines.

For more details please refer to Section 'Account Statements' in the Scheme Information Document of the respective scheme.

- 3) The Fund shall dispatch / credit to the Registered Bank Account the Redemption proceeds to the Unitholders within 3 Working Days of receiving the redemption request. A penal interest of 15% Per annum or such other rate as may be prescribed by SEBI from time to time will be paid in case the Redemption proceeds are not made within 3 Working Days of the date of Redemption request.
- 4) The Trustee is bound to make such disclosures to the Unitholders 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 Fund can be terminated by a majority of the Directors of the Trustee Board or by 75% of the Unitholders of the Scheme.
- 6) 75% of the Unitholders of the Scheme can pass a resolution to wind up the Scheme.
- 7) The Trustee shall obtain the consent of the Unitholders:
  - a) whenever required to do so by SEBI, in the interest of Unitholders
  - b) Whenever required to do so if a requisition is made by three- fourths of the Unitholders of the Scheme.
  - c) When the Trustee decides to wind up the scheme or prematurely redeem the Units.
  - d) The Trustees shall ensure that no change in the fundamental attributes of the Scheme or the trust or fees and expenses payable or any other change which would modify the Scheme and affect the interests of Unitholders shall be carried out unless:
    - i) written communication about the proposed change is sent to each Unitholder and an advertisement is given in one English daily newspaper having nationwide circulation as well as in a newspaper published in the language of the region where the Head Office of the Fund is situated; and
    - ii) The Unitholders are given an option to exit at the prevailing Net Asset Value without any Exit Load.
- 8) In specific circumstances, where the approval of unitholders is sought on any matter, the same shall be obtained by way of a postal ballot or such other means as may be approved by SEBI.
- 9) VOTING RIGHTS

Subject to the provisions of SEBI Regulations as amended from time to time, in specific circumstances, where the approval of unit holders is sought on any matter, the same shall be obtained by way of a postal ballot or such other means as may be approved by SEBI. Each Unit Holder shall be entitled to one vote per Unit held on all matters to be voted upon by the Unit Holders.



## **1. REDEMPTION / REPURCHASE OF UNITS**

The Units can be sold back to the Mutual Fund on every Business Day at the Repurchase/ Redemption Price. The Repurchase/ Redemption request can be made for a minimum amount / units as specified in the Scheme Information Document (SID) of the scheme. A Unitholder may request Repurchase / Redemption of a specified amount or a specified number of Units, the number of Units specified will be considered for deciding the Repurchase/Redemption amount. If only the Repurchase/Redemption amount is specified by the Unitholder, the Fund will divide the Repurchase/Redemption amount so specified by the Applicable NAV based price to arrive at the number of Units.

Unitholders may also request for Repurchase/Redemption of their entire holding and close the account by indicating the same at the appropriate place in the Repurchase/Redemption Request Form.

In case the Units are held in the names of more than one Unitholder, where mode of holding is specified as "Joint", Repurchase/ Redemption requests will have to be signed by all the joint holders. However, in cases of holding specified as 'Anyone or Survivor', any of the Unitholders will have the power to make Repurchase/ Redemption request, without it being necessary for all the Unitholders to sign. However, in all cases, the Repurchase/ Redemption proceeds will be paid only to the first named holder.

The Repurchase/ Redemption request can be made by specifying the rupee amount or by specifying the number of Units to be repurchased / redeemed. If a Repurchase/Redemption request is for both, a specified rupee amount and a specified number of Units, the specified number of Units will be considered the definitive request. If only the Repurchase/ Redemption amount is specified by the Unitholder, the AMC will divide the Repurchase/ Redemption amount so specified by the Repurchase/Redemption Price to arrive at the number of Units. The request for Repurchase/Redemption of Units could also be in fractions, up to three decimal places. The minimum amount of Repurchase/ Redemption may be changed in future by the AMC. If the balance in the account of the Unitholder does not cover the amount of Repurchase /Redemption request, then the Mutual Fund is authorised to close the account of the Unitholder and send the entire such (lesser) balance to the Unitholder.

The Redemption shall be processed after Two – Factor Authentication for online transactions in accordance with SEBI Guidelines. In case of redemption units held in demat mode, process of authentication as laid down by the Depositories shall be followed.

The AMC shall not accept requests from redemption from a claimant wherein completion of the transmission of units is pending in his / her favour.

## **2. REPURCHASE/ REDEMPTION PRICE**

Repurchase/ Redemption Price will be calculated on the basis of the Exit Load applicable for respective scheme. The Repurchase/ Redemption Price per Unit will be calculated using the following formula:

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

## **3. PAYMENT OF REPURCHASE / REDEMPTION PROCEEDS**

Repurchase / Redemption proceedings will be credited to investors bank account through electronic mode through (NETF/RTGS or direct credit). In case core banking requirements to make payment through electronic mode not available in the investors folio, then the Repurchase / Redemption Proceeds will be paid by cheque and payment will be done in favor of the unitholder's registered name and bank account number.

Please note that it is mandatory for the investors to provide their complete Bank Account details.

Repurchase / Redemption cheques will be sent to the Unitholders address (or, if there is more than one holder on record, the address of the first-named holder). All repurchase / Redemption payments will be made in favour of the registered holder of the Units or, if there is more than one registered holder, to the first registered holder.

As per SEBI Regulations, the redemption or repurchase proceeds shall be dispatched / credited to the registered bank account of the unitholders within 3 working days from the date of valid redemption or repurchase. However, in case of Fund of Funds Scheme, the redemption or repurchase will be paid after 1 day of payout schedule of the underlying scheme i.e. the Fund of Funds Scheme will receive the redemption payment within 3 working days from the underlying scheme. According, the redemption or repurchase proceed shall be credited to the registered bank account within 4 working days in case of electronic payment and in case of physical payout within 6 days from the date of valid redemption or repurchase request in accordance with AMFI Letter No.

AMFI/ 35P/ MEM-COR/ 74 / 2022-23 dated January 26,2023 - timelines for redemption of units stipulated in SEBI circular of 25/11/2022 – List of exceptional situations and additional timelines for redemption payment.

#### **4. RIGHT TO LIMIT REPURCHASES / REDEMPTIONS**

The Fund at its sole discretion reserves the right to restrict Redemption (including switch-out) of the Units of the Scheme(s) of the Fund on circumstance leading to a systemic crisis or event that severely constricts market liquidity or the efficient markets such as:

1. Liquidity Issue - when market at large becomes illiquid affecting almost all securities rather than any issuer specific security.
2. 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.
3. Operation Issue - when exceptional circumstances are caused by force majeure, unpredictable operational problems and technical failures (e.g. a black out).

The restriction may be imposed on redemption for a period not exceeding 10 working days in any 90 day period and subject to approval of the Board of AMC and Trustee on occurrence of the above event. The Restriction shall be informed to SEBI immediately.

Redemption request up to ` 2 Lakhs shall not be subject to such restriction and where redemption requests are above ` 2 lakhs, the AMC shall redeem the first ` 2 lakhs without such restriction and remaining part over and above ` 2 lakhs shall be subject to such restriction.

The AMC / Trustee reserve the right to change / modify the provisions pertaining to the right to restrict Redemption of the Units in the Scheme(s) of the Fund in accordance with SEBI (Mutual Funds) Regulations.

#### **RIGHT TO WITHDRAW SELL / SUBSCRIPTION**

The AMC reserves the right in its sole discretion to withdraw the facility of Sale and Switching Option of Units into, temporarily or indefinitely, if AMC views that changing the size of the corpus may prove detrimental to the existing Unitholders of the Scheme.

#### **5. UNCLAIMED REDEMPTION / IDCW AMOUNT**

The Unclaimed redemption and income distribution cum withdrawal amounts may be deployed by the Fund in call money market or money market instruments or in a separate plan of liquid scheme / Money Market Mutual Fund scheme of the Fund. The investors who claim these amounts during a period of 3 years from the due date shall be paid initial unclaimed amount along-with the income earned on its deployment at the prevailing Net Asset Value of the respective Scheme. After a period of 3 years, this amount will be transferred to a pool account and the investors can claim the amount at NAV prevailing at the end of the third year. 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. Information on unclaimed amount along-with its prevailing value (based on income earned on deployment of such unclaimed amount), shall be separately disclosed to investors through the periodic statement of accounts / Consolidated Account Statement sent to the investors. Further, the investment management fee charged by the AMC for managing unclaimed amounts shall not exceed 50 basis points.

### Background

The Securities and Exchange Board of India (SEBI) has outlined investment valuation norms for the mutual funds to compute and carry out valuation of its investment in its portfolio under Regulation 47 and Eight Schedule of SEBI (Mutual Funds) Regulations, 1996 as amended from time to time.

SEBI vide its notification dated February 21, 2012 has amended Regulation 47 and Eight Schedule and has mandated the mutual funds to value its investments on Principal of Fair Valuation to ensure fair treatment to all investors including existing investors as well as investors seeking to purchase or redeem units of mutual funds in all schemes at all points of time.

As stated in the Notification, the Board of Directors of the Asset Management Companies are required to approve valuation policy and procedure on the basis of following criteria:

- a) Valuation of securities /assets shall be reflective of the realizable value of the securities / assets.
- b) Valuation shall be done in good faith and in true and fair manner.
- c) Describe the process to deal with exceptional events where market quotations are no longer available.
- d) Periodic review of valuation policy and procedure by the Board of Directors of Asset Management Company and Board of Trustee and by an independent auditor at least once in a financial year.
- e) Address conflict of interest.
- f) Disclosure of policy in the Statement of Additional Information and on the website of the Asset Management Company / mutual fund.
- g) Disclosure of deviation from the policy to the Board of Trustees / Asset Management Company / Investors.
- h) Detection and prevention of incorrect valuation.
- i) Inter Scheme Transfer.

The notification also prescribed that any conflict between the principles of fair valuation and valuation guidelines issued by SEBI, the Principles of Fair Valuation shall prevail.

The Board of Directors of Quantum Asset Management Company Private Limited ("AMC") and Quantum Trustee Company Private Limited ("Trustee") has approved the Investment Policy and the framework for valuation of investments of Quantum Mutual Fund in accordance with SEBI Notification dated February 21, 2012 effective from July 1, 2012 in its meeting held on May 25, 2012 and the same was reviewed from time to time.

The Board of Directors of the AMC has constituted a Valuation Committee comprising of the executives of the AMC. The valuation Committee is to review investment valuation norms from time to time and the process / procedure as may be applicable alongwith implementation of any new changes in Valuation of securities as per the directives of SEBI. The Valuation Committee will identify and deal with the exception events / process / procedure as mentioned (or not) in this policy. The decision of the valuation committee for any exceptional events / process / procedure will be informed to the Board of the AMC and Trustee in their next board meeting for their reference and / or ratification if required.

### Valuation methodologies & Periodic Review

All the investments will be valued in accordance with the policy / procedure / process as mentioned (or not) in this policy and in accordance with Valuation methodology as prescribed by SEBI from time to time. This policy and procedure will be reviewed at least once in a financial year by an internal auditor. The periodic report from the internal auditor verifying appropriateness and accuracy of valuation of investments in accordance with this policy will be placed before the Board of AMC and Trustee.

Investment in new type of securities / assets other than mentioned in this policy shall be made only after establishment of the valuation methodologies for such securities / assets by the Valuation Committee comprising of the executives of the AMC with the approval of the Board of the AMC and Trustee.

## Deviations & Escalation procedures

The responsibility of true and fairness of valuation and correct NAV shall be of the AMC. However, if the policies / process / procedures of valuation mentioned in this policy do not result in fair/ appropriate valuation / realistic realizable value, the valuation committee comprising of the executives of the AMC and the AMC shall deviate from the established policies and procedures in order to value the assets/ securities at fair / realizable value which may be more or less than the value determined according to the policies / process / procedures of valuation mentioned in this policy.

Provided that any deviation from the disclosed valuation policy / process / procedures may be allowed with appropriate reporting to Boards of the AMC and Trustee with appropriate disclosures to investors, which shall be done on the website at appropriate intervals.

## Inter scheme Transfer

Inter Scheme Transfers of investments is not allowed as per the Investment Policy of the Fund.

## Conflict of Interest

If any situation arises that leads to conflict of interest the same shall be raised to valuation committee and the valuation committee shall endeavour to resolve the same such that valuation provides for fair treatment to all investors including existing and prospective investors.

## Exceptional events

In case of exceptional events as mentioned below, valuation committee of AMC shall assess the situation based on appropriate justification by the valuation authority and advise appropriate method of valuation of impacted securities. Such decision of valuation committee subsequently/suitably be reported to the Board of AMC and Trustee.

1. Policy announcements by central banks, government or any other regulatory agency.
2. Force majeure events which leads to closure of market exchanges
3. Non availability of traded prices ,Matrix and weighted average traded prices not reflective of fair valuation
4. Any other event leading to high volatility and apparent distortion in market prices

## Disclosure and record keeping

Policy documents will be updated in SID / SAI, website and other documents as prescribed by SEBI Regulations and guidelines. All the documents which form the basis of valuation shall be maintained in electronic form or physical papers as feasible from time to time.

## 1) Valuation of Equity and Equity Related Securities

### A. Traded Equity shares

Traded equity shares are valued at the closing price on the National Stock Exchange. Where the equity share is not traded on the National stock exchange, the closing price of Bombay Stock Exchange is used. If equity share 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 any other stock exchange, as the case may be, on the earliest previous day may be used, provided such date is not more than 30 days prior to valuation date. The valuation committee will decide to select the appropriate stock exchange with necessary information to Board Investment committee. Once a stock exchange has been selected for valuation, reasons for change of the exchange if any shall be recorded.

Freak scenario when the Nifty/Sensex falls more than 8% at the end of day with respect to previous day's close. Valuation would be done as per the closing traded price on NSE/BSE. Per se, there will be no change in the valuation methodology.

## B. Non Traded/Thinly Traded Equity Shares

If the equity and equity related securities are not traded on NSE or BSE stock exchange for a period of thirty days prior to the valuation date or it is thinly traded security as per SEBI guideline norms of trading less than 50000 shares in a month or trading value is less than Rs. 5 lacs in a month, then it be willbe valued as per the norms given below:-

- i. Based on the latest available Balance Sheet, net worth shall be calculated as follows:
- ii. Net Worth per share = [share capital+ reserves (excluding revaluation reserves) - Misc. expenditure and Debit Balance in P&L A/c] Divided by No. of Paid up Shares.
- iii. Average capitalization rate (P/E ratio) for the industry based upon either BSE or NSE data (which should be followed consistently and changes, if any noted with proper justification thereof) shall be taken and discounted by 75% i.e. only 25% of the Industry average P/E shall be taken as capitalization rate (P/E ratio). Earnings per share (EPS) of the latest audited annual accounts will be considered for this purpose.
- iv. 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.
- v. In case the EPS is negative, EPS value for that year shall be taken as zero for arriving at capitalized earning.
- vi. 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.
- vii. 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.

## C. Unlisted Equity shares

SEBI Circular No. MFD/CIR/03/526/2002 dated May 9, 2002 has prescribed the method of valuation for unlisted equity securities. These guidelines are similar to the guidelines issued by SEBI for non traded / thinly traded securities mentioned above only except the following:

Computation of Net worth per share as lower of (a) and (b):

- (a) i) Net worth of the company = Paid up share capital + Reserves other than Revaluation reserve - Miscellaneous expenditure not written off or deferred revenue expenditure, intangible assets and accumulated losses.
- ii) Net worth per share = (Net worth of the company / Number of paid up shares).
- (b) i) Net worth of the company = Paid up capital + Consideration on exercise of Option/Warrants received/receivable by the company + free reserves other than Revaluation reserve - Miscellaneous expenditure not written off or deferred revenue expenditure, intangible assets and accumulated losses.
- ii) Net worth per share = (Net worth of the company/ {Number of paid-up shares + number of shares that would be obtained on conversion/exercise of outstanding warrants and options}).

If the net worth of the company is negative, the share should be marked down to Zero.

- (c) Average capitalization rate (P E ratio) for the industry based upon either BSE or NSE data shall be taken and discounted by 75% i.e. only 25% of industry average P /E shall be taken as capitalization rate (P/E ratio). Earnings per share of the latest audited annual accounts shall be considered for this purpose.

- (d) Computation of fair value per share to be considered for valuation at 15 % discount for illiquidity.

$$[(\text{Net worth per share} + \text{Capitalized value of EPS}) / 2] * 0.85$$

In case the latest balance sheet i.e. balance sheet prepared within nine months from the close of the accounting year of the company, is not available (unless the accounting year is changed) the shares should be valued as zero.

At the discretion of the valuation committee and with the approval of the Board Investment committee, unlisted equity scrip may be valued at a price lower than the value derived using the aforesaid methodology.

## 2) Valuation of Stock and Index Derivatives:

### a) Equity / Index Options Derivatives

- i) Market values of traded open option contracts shall be determined with respect to the exchange on which contracted originally, i.e., an option contracted on the National Stock Exchange (NSE) would be valued at the settlement price on the NSE. The price of the same option series on the Bombay Stock Exchange (BSE) cannot be considered for the purpose of valuation, unless the option itself has been contracted on the BSE.

The same shall be valued at settlement price. In case settlement price is not available closing price to be considered.

### b) Equity / Index Futures Derivatives

- i) Market values of traded futures contracts shall be determined with respect to the exchange on which contracted originally, i.e., futures position contracted on the National Stock Exchange (NSE) would be valued at the settlement price on the NSE. The price of the same futures contract on the Bombay Stock Exchange (BSE) cannot be considered for the purpose of valuation, unless the futures contract itself has been contracted on the BSE.

- ii) The same shall be valued at settlement prices. In case the same is not available then closing price to be considered.

## 3) Valuation of Suspended Security

In a case trading in an equity shares is suspended for trading on the stock exchange up to 30 days, then the last traded price would be considered for valuation of that shares.

If an equity shares is suspended for trading on the stock exchange for more than 30 days then valuation committee will decide the valuation.

## 4) Valuation of Partly Paid-up Equity Shares

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). If the same is not traded separately then partly paid equity shares shall be valued at Underlying Equity shares price as reduced by the balance call money payable with illiquidity discount as suggested by valuation committee.

If the fully paid equity shares are not traded for more than 30 days, the same shall be valued as per valuation norms given for non traded shares with necessary illiquidity discount as decided by valuation committee.

In case of any other type of capital corporate action event or change in valuation methodology other than mentioned above, the same shall be considered on case to case basis with necessary approval of Valuation Committee.

## 5) Valuation of Mutual Fund Unit (MFU)

Mutual fund units is valued at the same day NAV as available on AMFI website. If the same day NAV is not available it is valued at latest available NAV.

## 6) Valuation of Exchange Traded Fund (ETF)

### Domestic Mutual Fund ETF Units

Valuation of domestic ETF's would be at closing price on NSE, if the closing price is not available on NSE then closing price on BSE would be considered. If the prices are not available on both NSE & BSE then valuation would be at fair value/NAV of the day.

### Overseas Mutual Fund ETF Units

- 1) Overseas Mutual Fund ETF units listed and traded on exchange on valuation date would be valued at closing price (universal close price) as on the valuation date. Exchange would be as decided by Valuation Committee.
- 2) Overseas Mutual Fund ETF units listed but not traded on valuation date would be valued at previous day closing price.
- 3) Unlisted Overseas Mutual Fund ETF units would be valued at their last available NAV as on the valuation date.
- 4) The price in local currency would be obtained by applying reference rate as declared by FBIL for respective currency.
- 5) On valuation date, all assets and liabilities in foreign currency shall be converted in Indian Rupees by using reference rate declared on FBIL (erstwhile RBI Reference rate) for respective currency.
- 6) All the corporate action for Overseas Mutual Fund ETF units will be recorded on the same basis as valuation of Overseas Mutual Fund ETF units. Dividend receivables on ex-date would be converted into INR by applying reference rate declared on FBIL for respective currency.

## 7) Valuation of Interest Rate Swap (IRS)

In case of IRS contracts, counter parties agree to exchange stream of interest payments on notional value at an agreed date. One party agrees to pay floating and another agrees to pay fixed rate of interest. Floating rate is decided on the basis of some benchmark such as MIBOR as published by FBIL.

Valuation of IRS involves valuation of streams of interest payments. The underlying security is valued in the same manner as was valued before entering into IRS contract.

Value of IRS contract is the present value of the difference between the fixed and floating interest to be received/paid on maturity of the contract. Floating rate interest till maturity is the interest accrued till the valuation date plus the interest on remaining period at reversal rate.

Reversal rate for the day is available on Reuters/Bloomberg for different maturities. The relevant rate is taken on the basis of maturity of the contract. However, if the maturity date falls between the two years, the reversal rate is arrived by interpolation on valuation date.

## 8) Valuation of Non -Traded Warrants

In respect of warrants to subscribe for shares attached to instruments, the warrants are valued at Underlying Equity Price as reduced by the amount which would be payable on exercise of the warrant. Appropriate illiquidity discount to be provided with approval of valuation committee. If the amount payable on exercise of the warrants is higher than the value of the share, the value of the warrants is taken as zero.

## 9) Valuation of Shares on De-merger and Other Corporate Action Events:

On de-merger following possibilities arise which influence valuation, these are:

Both the shares are traded immediately on de-merger: In this case both the shares are valued at respective traded prices.

Shares of only one company continued to be traded on de-merger: The cost of demerged entity will be bifurcated between 2 companies based on demerger ratio. The price of shares which is listed and traded after demerger will be valued at that price. The price of shares which is not listed will be valued at price arrived at by difference in price between last traded price before demerger less the traded price of shares which is traded post demerger. It will also be ensured that total market value of both securities added together post de merger is equivalent to the pre demerger market value. Valuation Committee will decide the illiquidity discount to be applied wherever required while arriving at final valuation price. This will be followed till 30 days. Post that if the prices are not available, then it will be valued based on fair price with necessary approval of valuation committee.

Both the shares are not traded on de-merger: Shares of de-merged companies are to be valued equal to the pre de-merger value up to a period of 30 days from the date of de-merger. The total cost value of shares post demerger should be bifurcated in the demerger ratio and should be equivalent to the pre demerger cost. The market price also will be bifurcated in same manner till both the companies are listed and traded post demerger. Valuation Committee will decide the illiquidity discount to be applied wherever required while arriving at final valuation Price. If post 30 days the prices are not available then it will be valued based on fair price with necessary approval of valuation committee.

In case of any other type of capital corporate action event or change in valuation methodology other than mentioned above, the same shall be considered on case to case basis with necessary approval of Valuation Committee.

## 10) Valuation of Non Traded Thinly Traded Rights Entitlements:

Till the rights are subscribed, the entitlements as per Regulations have to be valued as under:

- i) Where right entitlements are not subscribed to but are to be renounced, and where renouncements are being traded, the right entitlements have to be valued at traded renunciation value.
- ii) Where right entitlements are not traded and it is decided not to subscribe the rights, the right entitlements have to be valued at zero.
- iii) In case the Rights Offer Price is greater than the ex-rights price, the value of the rights share is to be taken as zero.
- iv) In case original shares on which the right entitlement accrues are not traded on the Stock Exchange, right entitlement should be valued at zero
- v) Valuations of non-traded/thinly traded/Unlisted rights entitlement, SEBI Regulations have explained this with the help of following formula and the security will be valued accordingly:

$V_r = (P_{ex} - P_{of})$  Where

$V_r$  = Value of Rights

$P_{ex}$  = Ex-right price

$P_{of}$  = Rights offer price

- vi. Valuation Committee will decide the illiquidity discount to be applied wherever required while arriving at final valuation Price



vii) In case of any other type of capital corporate action event or change in valuation methodology other than mentioned above, the same shall be considered on case to case basis with necessary approval of Valuation Committee.

## 11) Valuation of Convertible Debentures

Non-convertible and convertible components are valued separately.

The non-convertible component shall be valued on the same basis as would be applicable to a non-convertible debt instrument mentioned in this policy.

The convertible component to be valued as follows:

### i) Ascertain

- The number of shares to be received after conversion.
- Whether the shares would be pari passu for dividend on conversion.
- The rate of last declared dividend.
- Whether the shares are presently traded or non traded/thinly traded.
- Market rate of shares on the date of valuation

ii) In case the shares to be received are, on the date of valuation, are thinly traded / non-traded, these shares to be received on conversion are to be valued as thinly traded / non-traded shares as stated.

iii) In case the shares to be received on conversion are not non-traded or thinly traded on the date of valuation and would be traded paripassu for dividend on conversion:

- a) Number of shares to be received on conversion, per convertible debenture, multiplied by the present market rate
- b) Determine the discount for non-tradability of the shares on the date of valuation.

(This discount should be determined in advance and to be used uniformly for all the convertible securities. Rate of discount should be documented and approved by the valuation committee.)

$$\text{Value} = (a) * \text{market rate} [1 - (b)]$$

iv) In case the shares to be received on conversion are not non-traded or thinly traded on the date of valuation but would not be traded pari passu for dividend on conversion:

- a) Number of shares to be received on conversion, per convertible debenture, multiplied by the present market rate
- b) Arrive at the market value of the shares on the date of valuation by reducing the amount of last paid dividend.
- c) Determine the discount for non-tradability of the shares on the date of valuation.

(This discount should be determined in advance and to be used uniformly for all the convertible securities. Rate of discount should be documented and approved by the valuation committee and Board Investment Committee.)

$$\text{Value} = (a) * \{b * [1 - (c)]\}$$

- v) In case of optionally convertible debentures, two values must be determined assuming both, exercising the option and not exercising the option.
- If the option rests with the issuer, the lower of the two values shall be taken as the valuation of the optionally convertible portion, and;
  - If the option rests with the investor, the higher of the two values shall be taken.

## 12) Valuation of Gold

For the purpose of Gold Valuation, process shall be as below:-

1. LBMA Gold Fixing: As per SEBI Guidelines Gold is valued at AM fixing price available on the LBMA site for the day sourced from Thomson Reuters. In case the LBMA AM Fix is not published on a particular day then we would take an average international spot gold price rate prevailing on that day between half an hour before the London AM Fix time to half an hour later than the London AM Fix time from Bloomberg. If this is not available then the average international gold spot price for the last half an hour of trade prevailing before the closing of the international spot gold markets as available on Bloomberg (code: Golds Comdty) will be considered for valuation.
2. The Gold Premium and fixing charges for valuation purpose would be fixed on 1st working day of every month and same will be applicable for that month. Valuation committee will decide the same.
3. LBMA Gold Price is quoted for USD/troy ounces. For conversion of Troy Ounces to Kilogram and adjustment for purity to 0.995 fineness we use the conversion factor of 31.99. Depending on the fineness of gold bar the adjustment factor would change. In case of gold lying in stock is of 999 fineness, the conversion factor would be 32.12 for 999 fineness.
4. To convert it from USD to Rupee by foreign currency reference rate available from FBIL is applied. In case foreign currency reference rate is not available for any day then the latest available reference rate will be considered.
5. The Indian levies in the form of custom duty, stamp duty, is added as applicable as prescribed by relevant authorities to arrive at the final landed price of gold. However GST is not being added to the valuation prices since as per the GST Act input credit is available when the Gold is bought/Sold. GST paid/received during purchase/sale transactions is accounted as current assets/current liabilities in the books of accounts.

## 13) Valuation of Application Money for Primary Market Issue

- i) Application money should be valued at cost up to 15 days from the closure of the issue. If the security is not allotted within 15 days from the closure of the issue, application money is to be valued as per the directives of valuation committee. Rationale of valuing such application money should also be recorded.
- ii) Equity securities allotted and proposed to be listed, but not listed, are to be valued at cost till 15 days from the date of allotment and after 15 days, are to be valued as unlisted securities.

## 14) Valuation of Tri-party Repo (TREPS), Repos/Reverse Repo and Fixed Deposits

These instruments are valued on interest accrual/ amortization basis.

## 15) Valuation policy for Debt and Money Market instruments

The AMC has appointed ICRA Analytics Ltd (erstwhile Ica Management Consulting Services Ltd) (ICRA) and CRISIL Ltd an independent external valuation agencies approved by AMFI, to provide the valuation of all debt and money market instruments held in the Schemes of Quantum Mutual Fund on daily basis.

ICRA and CRISIL provides valuation prices for all securities held in the portfolio. Securities shall be valued at the average of prices provided by these 2 valuation agencies.

Any new security purchased by the Schemes for which valuation price has not been provided by ICRA & CRISIL will be valued at purchase yield on the date of purchase and till the valuation prices are received from both valuation agencies. In case there are more than 1 trade, valuation would be at the weighted average purchase yield of all trades. Any new security purchased which exists in the database of ICRA & CRISIL will be valued at the average of prices provided by the ICRA & CRISIL.

The policy, procedures and methodology followed by these two valuation agencies may undergo change based on discussion between AMFI Valuation Committee and the valuation agencies and will be subject to review and approval by AMFI.

ICRA and CRISIL will regularly keep track of AMFI Valuation Committee's suggestion on methodology for security level valuation of debt securities and changes recommended by them in the valuation methodology for debt securities. ICRA and CRISIL will ensure to facilitate the same in the valuation prices provided to Quantum Mutual Fund. Each change will be monitored and incorporated in the valuation policy during periodical review from time to time.

Waterfall mechanism & polling process required for valuation of money market and debt securities to be followed by Valuation Agencies as per the SEBI Circular and AMFI Best practice guidelines

The Valuation Committee will identify and deal with changes as per AMFI Valuation Committee's suggestion as stated above in the valuation process / procedure as mentioned (or not) in this policy. The decision of the valuation committee for incorporating the AMFI Valuation Committee's suggestion will be informed to the Board of the AMC and Trustee in their next board meeting for their reference and / or ratification if required.

- A. Government Securities (G-Secs), Treasury Bills (T-bills), cash management bills and State Development Loans (SDLs)**  
The Government of India T-Bills, bonds and State development loans of any maturity is valued at average of the prices provided by ICRA and CRISIL. Both the valuation agencies will use their proprietary methodology which is approved by AMFI.
- B. Non Convertible Debentures & Money Market Instruments**  
All the money market instruments and NCDs shall be valued at average of the prices provided by ICRA and CRISIL.
- C. Valuation of Money Market & Debt Securities Rated below Investment Grade**

All money market and debt securities which are downgraded/rated below investment grade (rating below "BBB-") shall be valued at the price provided by valuation agencies CRISIL and ICRA.

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 on the basis of indicative haircuts provided by these agencies.

Consideration of Trade after credit event:-

In case of trades during the interim period when the security is below investment Grade, Valuation Agencies shall consider the traded price for valuation if it is lower than the price post standard haircut. The said traded price shall be considered for valuation

The trades referred above shall be of a minimum size as determined by valuation agencies.

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 valuation agencies subject to the following:

- The detailed rationale for deviation from the price post haircuts or the price provided by the valuation agencies shall be recorded.
- The rationale for deviation along-with details such as information about the security (ISIN, issuer name, rating etc.), price at which the security was valued vis-a-vis the price post haircuts or the average of the price provided by the valuation

agencies (as applicable) and the impact of such deviation on scheme NAV (in amount and percentage terms) shall be reported to the Board of AMC and Trustees.

- The rationale for deviation along-with details shall also be disclosed to investors under a separate head on the website. Further, the total number of such instances shall also be disclosed in the monthly and half-yearly portfolio statements for the relevant period along-with an exact link to the website wherein the details of all such instances of deviation are available.

#### Credit Risk Review:-

The AMC will continuously watch the liquidity and credit worthiness of the securities in its portfolio. The AMC would assess whether the illiquid securities valuation provided by ICRA and CRISIL (respectively) are at fair value. If some securities in its portfolio are not at fair value due to perceived deterioration of its credit worthiness or have become illiquid, the AMC may mark down the credit rating of the security or give illiquidity discount to the illiquid securities in its portfolio. This is done to bring the valuation at its expected fair value. These securities mark down of credit worthiness or illiquidity discount would be arrived as per inputs / justification given by the Investment Committee/Valuation Committee in good faith for review and approval by the valuation committee and would be different from the valuation derived by ICRA/CRISIL.

#### D. Perpetual Debt instruments, Derivatives, Securitized and structured debt instruments

The policy does not provide for valuation methodology for Perpetual, Hybrid Debt instruments; Derivatives and Securitized/Structured Debt instruments and the AMC undertakes to invest in these instruments only after formulating a fair valuation methodology for the same

##### 1. Other points to be considered:-

- a. Fair valuation for a security once determined will be applied to all schemes of the AMC.
- b. For securities with Put and call option, 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.

For securities with put/call options on the same day with different prices; below methodology will be followed

-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

-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

-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

- c. Weighted average/ Last traded YTM is rounded to 4 decimal points.
- d. Valuation of bonds issued under Basel III framework

1. SEBI, vide para 8 of the circular No. SEBI/HO/IMD/DF4/CIR/P/2021/032 dated March 10, 2021, has inter alia stated that the maturity of all perpetual bonds shall be treated as 100 years from the date of issuance of the bond for the purpose of valuation.
2. Based on the representation of the Mutual Fund Industry to consider a glide path for implementation of the policy and request of other stakeholders, it has been decided that the deemed residual maturity for the purpose of valuation of existing as well as new bonds issued under Basel III framework shall be as below:

Time Period	Deemed Residual Maturity for all securities (Years)	Deemed Residual Maturity of Basel III AT-1 bonds (Years)
April 01, 2021 – March 31, 2022	10 years or contractual maturity whichever is earlier	10
April 01, 2022- September 30, 2022	Contractual Maturity	20
October 01, 2022 – March 31, 2023	Contractual Maturity	30
April 01, 2023 onwards	Contractual Maturity	100*

\*100 years from the date of issuance of the bond.

Macaulay Duration for bonds issued under Basel III framework shall be calculated based on the deemed residual maturity as mentioned in the above table.

Further, if the issuer does not exercise call option for any ISIN then the valuation and calculation of Macaulay Duration shall 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. In addition to the above, if the non-exercise of call option is due to the financial stress of the issuer or if there is any adverse news, the same shall be reflected in the valuation.

## **A. Taxation on Investing in Mutual funds**

As per the taxation laws in force as at the date of this Document, the tax benefits / consequences that are available to 'Quantum Mutual Fund' and the investors investing in the Units of the various schemes of the Quantum Mutual Fund [on the assumption that the units are not held as stock-in-trade] are stated as hereunder:

The tax benefits/ consequences described in this Document are as per the provisions of the 'Income-tax Act, 1961' ("the Act") as amended by the Finance Act, 2023, the provisions under Chapter VII of the Finance (No. 2) Act, 2004 as amended by the Finance Act, 2018 and the Finance Act, 2019 pertaining to the 'Securities Transaction Tax' ("STT") and are subject to the relevant conditions as laid down therein.

**THE FOLLOWING INFORMATION IS PROVIDED FOR GENERAL INFORMATION ONLY. THERE CAN BE NO ASSURANCE THAT THE TAX POSITION OR THE PROPOSED TAX POSITION WILL REMAIN THE SAME. IT IS NEITHER DESIGNED NOR INTENDED TO BE A SUBSTITUTE FOR PROFESSIONAL ADVICE. HOWEVER, IN VIEW OF THE INDIVIDUAL NATURE OF THE IMPLICATIONS, EACH INVESTOR IS ADVISED TO CONSULT WITH HIS OR HER OWN TAX ADVISORS/AUTHORISED DEALERS WITH RESPECT TO THE SPECIFIC TAX AND OTHER IMPLICATIONS ARISING OUT OF HIS OR HER PARTICIPATION IN THE SCHEME.**

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

Quantum Mutual Fund is a Mutual Fund registered with the 'Securities and Exchange Board of India' ("SEBI"). In terms of section 10 (23D) of the Act any income of a Mutual Fund registered under the SEBI Act, 1992 or regulations made thereunder is exempt from income-tax. Accordingly, income received by the Quantum Mutual Fund is exempt from income-tax.

Consequently, the Mutual Fund will receive all income without any deduction of tax at source in accordance with the provisions of Section 196 (iv) of the Act.

#### **Dividend Distribution Tax**

The Finance Act, 2020 has abolished the dividend distribution tax regime and section 115BBDA from the financial year starting from 01 April 2020.

#### **Securities Transaction Tax ['STT']**

As per Chapter VII of the Finance (No. 2) Act, 2004 as amended by the Finance Act, 2016 pertaining to STT, STT shall be payable, wherever applicable, as follows:

<b>Taxable Securities Transaction Tax</b>	<b>Effective Rate</b>	<b>Payable by</b>
Purchase of an equity share in a company, where (a) the transaction of such purchase is entered on a recognized stock exchange; and (b) the contract for purchase of such share is settled by actual delivery / transfer of such share.	0.10%	Purchaser
Sale of an equity share in a company, where (a) the transaction of such sale is entered on a recognized stock exchange; and (b) the contract for sale of such share is settled by actual delivery / transfer of such share.	0.10%	Seller
Sale of a unit of an equity oriented fund, where (a) the transaction of such sale is entered on a recognized stock exchange; and (b) the contract for sale of such unit is settled by actual delivery / transfer of such unit.	0.001%	Seller
Sale of an equity share in a company or a unit of an equity oriented fund, where (a) the transaction of such sale is entered on a recognized stock exchange; and (b) the contract for sale of such share or unit is settled otherwise than by actual delivery / transfer of such share or unit	0.025%	Seller
Sale of a unit of an Equity Oriented Fund to the Mutual Fund	0.001%	Seller

## II. Tax benefit/ Consequences to Unit Holders

### a. Income Tax:

Under the provisions of Section 10(35) of the Act, any income received otherwise than its transfer in respect of units of Mutual Funds specified under section 10(23D) on or before 31 March 2020 was exempt from income tax in the hands of the unit holders.

However, in terms of the Finance Act, 2020, the income received by the unit holders otherwise than on transfer in respect of units of Mutual Funds specified under section 10(23D) on or after 01 April 2020 is taxable in the hands of the unit holder and tax shall be deducted at the time of credit or payment in terms of the provisions of the Act.

Further, in terms of section 57 of the Act, no deduction shall be allowed from the dividend income or income in respect of units of a Mutual Fund specified under clause (23D) of section 10 other than deduction on account of interest expense. However, such deduction shall not exceed 20% of the dividend income in respect of such units in previous year, included in the total income for the year without deduction under this section.

### b. Capital Gains Tax:

#### (i) Long Term Capital Gains:

**Individuals, HUF, Partnership firms, Indian Companies, Foreign Companies, Non Resident:**

- Upto March 31, 2023, long-term capital gains in respect of Units (other than units of an Equity Oriented Fund taxable under section 112A of the Act) held for a period of more than 36 months was chargeable to tax under Section 112 @ 20% (plus applicable surcharge and Health & Education cess) with indexation benefit. However, with effect from April 1, 2023, long term capital gains tax benefit is no longer available. Capital gains on sale of units of following debt funds will be taxable as short term capital gain get added to their income and a marginal tax rate will be applicable, irrespective of their holding period. Debt funds which fall within this category are those schemes having not more than 35% equity. The old rule of being taxable as long term capital gains @20% with indexation benefit if held beyond 36 months will continue to apply to the schemes which invest between 35% and 65% in equity.
- The tax rate of 10% is applicable on fulfillment of the following conditions –
  - In a case where long term capital asset is in the nature of an equity share in a company, securities transaction tax has been paid on both acquisition and transfer of such capital asset;
  - In a case where long term capital asset is in the nature of a unit of an equity oriented fund or a unit of a business trust, securities transaction tax has been paid on transfer of such capital asset.

Here, the requirement of payment of STT at the time of transfer of long term capital asset, being a unit of equity oriented fund or a unit of business trust, shall not apply if the transfer is undertaken on recognized stock exchange located in any International Financial Services Centre (IFSC) and the consideration of such transfer is received or receivable in foreign currency.

Further, section 112A also provides the following-

1. The long term capital gains will be computed without giving effect to the first and second provisos to section 48, i.e. without considering indexation of cost and foreign currency fluctuations in the case of a non-resident.
2. The cost of acquisition in respect of the long term capital asset acquired before the 1st day of February, 2018 , shall be deemed to be the higher of –
  - a) the actual cost of acquisition of such asset; and
  - b) the lower of –
    - (I) Fair market value of such asset; and
    - (II) Full value of consideration received or accruing as a result of the transfer of the capital asset.

3. "equity oriented fund" shall mean a fund set up under a scheme of a mutual fund specified u/s 10(23D) **and**,
  - at least 90% of the total proceeds are invested in the units of another fund which in turn is traded on a recognized stock exchange and such fund in turn invests at least 90% of its proceeds in equity shares of domestic companies also listed on a recognized stock exchange; **or**
  - at least 65% of the total proceeds are invested in equity shares of domestic companies listed on a recognized stock exchange.
4. Fair market value shall mean –
  - a) In case where the capital asset is listed on any recognized stock exchange, the highest price of the capital asset quoted on such exchange on 31 January 2018. However, where there has been no trading in such asset on 31 January 2018, the highest price of such asset on such exchange on a date immediately preceding 31 January 2018 when such asset was traded on such exchange shall be the fair market value; and
  - b) In case where the capital asset is a unit and is not listed on any recognized stock exchange, the net asset value of such asset as on 31 January 2018.
- Capital Gains would be computed after deducting the following amount from the full value of consideration
  - i. Cost of acquisition of Units (as adjusted by Cost Inflation Index notified by the Central Government) and
  - ii. Expenditure incurred wholly and exclusively in connection with such transfer (excluding any sum paid on account of STT).
- Further, in case of Individuals and HUF's, being resident, where taxable income as reduced by long-term capital gain is below the basic exemption limit, the long-term capital gains will be reduced to the extent of the shortfall and only the balance long-term capital gains will be subjected to income-tax (plus applicable surcharge and Health & Education cess)
- In the case of a non-resident (not being a company) or a foreign company the gain arising from transfer of long term capital asset, being a listed security in the nature of units of a mutual fund (except when the transaction has been subjected to STT in which case the gain will be exempt u/s 10(38) upto 31 March 2018 as per the fourth proviso to section 10(38) of the Act), will be subjected to income tax at the flat rate of 20% (plus applicable surcharge and Health & Education cess). In case the long term capital asset transferred is an unlisted security or shares of a company not being a company in which public are substantially interested, it will be taxed at the rate of 10% (plus applicable surcharge and Health & Education cess) without the benefit of indexation of cost and currency fluctuations.
- The benefit of deduction under chapter VIA shall be allowed from the gross total income as reduced by such capital gains. However, in case of Individuals and HUFs opting for the new tax regime in terms of the provisions of section 115BAC inserted by the Finance Act, 2020 w.e.f. 01 April 2021 (i.e. from the financial year starting from 01 April 2020 i.e. Assessment Year 2021-22), the benefit of deduction under chapter VI A (other than sections 80CCD(2) and 80JJAA) will not be available.
- Rebate u/s 87A shall be allowed from the income tax on the total income as reduced by tax payable on such capital gains.

#### **Foreign Institutional Investors:**

In terms of the proviso to section 115AD (inserted by the Finance Act, 2018 w.e.f. 01 April 2018 i.e. Assessment Year 2019-20), any income arising from the transfer of a long-term capital asset being an equity share in a company or a unit of an equity oriented fund or a unit of a business trust shall be taxed at the rate of 10% if the total long-term capital gains in a year exceeds one lakh rupees.

Long term capital gains arising on sale/redemption of units of an equity oriented fund held for a period of more than 12 months and on which securities transaction tax has not been paid and long term capital gains arising on sale/redemption of units of funds other than equity oriented funds held for a period of more than 36 months would be taxed at the rate of 10% under Section 115AD of the Act (plus applicable surcharge and 4% Health & Education cess). Such gains would be calculated without indexation of cost and currency fluctuations.



### **Specified overseas financial organizations:**

In terms of section 115AB of the Act, long-term capital gains arising to overseas financial organization in offshore funds on Sale/Redemption of Units purchased in foreign currency shall be liable to tax at the rate of 10% (plus applicable surcharge and 4% Health & Education cess). However, such gains shall be computed without the benefit of cost inflation indexation.

### **Exemptions from long-term capital gains**

1. Long term capital gains from the transfer of units of an Equity Oriented scheme were exempt from income-tax as per section 10(38) of the Income-tax Act, 1961 up to 31 March 2018 as per the fourth proviso to section 10(38) inserted by the Finance Act, 2018. The Mutual Fund would recover STT @ 0.001% from the unit holder when units are re-purchased by the mutual fund/redeemed by the investor.

However, as per section 112A inserted by the Finance Act, 2018 (w.e.f. 01 April 2018 i.e. Assessment Year 2019-20), the long-term capital gains arising on transfer of a long-term capital asset being an equity share in a company or a unit of an equity oriented fund or a unit of a business trust shall be taxed at the rate of 10% if the total long-term capital gains in a year exceeds one lakh rupees.

2. Section 54EE (inserted by the Finance Act, 2016 applicable w.e.f. 01 April 2017) provides that subject to the conditions and investment limits specified therein, long term capital gains arising on transfer of a long term capital asset shall be exempt from tax to the extent such capital gains are invested within a period of six months of such transfer, in long term specified asset and remains so invested as specified. As per the second proviso to section 54EE(1) the investment made by an assessee in the long term specified asset, from capital gains arising from transfer of one or more original assets, during the financial year in which the original asset or assets are transferred and in the subsequent financial year should not exceed fifty lakh rupees.
3. As per the provisions of Section 54F of the Act and subject to the conditions specified therein, in the case of an individual or a HUF, capital gains arising on transfer of a long term capital asset (not being a residential house) are not chargeable to tax if the entire net consideration received on such transfer is invested within the prescribed period in a residential house in India. If part of such net consideration is invested within the prescribed period in a residential house, then such gains would not be chargeable to tax on a proportionate basis. For this purpose, net consideration means full value of the consideration received or accruing as a result of the transfer of the capital asset as reduced by any expenditure incurred wholly and exclusively in connection with such transfer. As per Finance Act 2023, the maximum amount of exemption available is capped at rupees 10 Crore.

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

- Short term Capital Gains in respect of Units other than units of equity oriented fund held for a period of not more than thirty six months is includible in the total income provided such scheme has invested between 35% and 65% of its funds in equity. Further, as per the Finance Act 2023, in respect of debt mutual fund schemes which have invested less than 35%, gains from transfer of units of such scheme would be taxable as short term capital gains regardless of their holding period. Total income including short term capital gains is chargeable to tax as per the relevant tax rates to different categories of unit holders.
- As per Section 111A of the Income Tax Act, short-term capital gains on sale of units of an equity-oriented fund entered into on or after October 1, 2004, where such transaction of sale is chargeable to STT under Chapter VII of the Finance (No. 2) Act, 2004, shall be subject to tax at rate of 15 per cent (plus applicable surcharge and 4% Health & Education cess).

In terms of proviso to section 111A (inserted by the Finance Act, 2016), the short term capital gains arising on transaction undertaken on a recognized stock exchange located in any International Financial Services Centre, where STT is not chargeable and consideration is paid or payable in foreign currency, will also to be taxed at a rate of 15% (plus applicable surcharge and 4% Health & Education cess).

Further, in case of resident individuals and HUF, where taxable income as reduced by short-term capital gains, is below the basic exemption limit, the short-term capital gains will be reduced to the extent of the shortfall and only the balance short-term capital gains will be subjected to the 15% flat rate of income-tax (plus applicable surcharge and 4% Health & Education cess).

The benefit of deduction under chapter VIA shall be allowed from the gross total income as reduced by such capital gains. However, in case of Individuals and HUFs opting for the new tax regime in terms of the provisions of section 115BAC inserted by the Finance Act, 2020 w.e.f. 01 April 2021 (i.e. from the financial year starting from 01 April 2020 i.e. Assessment Year 2021-21), the benefit of deduction under chapter VI A (other than sections 80CCD(2) and 80JJAA) will not be available.

- However, in case of Foreign Institutional Investors, short-term capital gains arising on sale/repurchase of Units would be taxed at 30 per cent (plus applicable surcharge and 4% Health & Education cess) (subject to the concessional rate of tax provided for in Section 111A of the Act). Subject option to be governed by the provision of the Act or the provisions of a Tax Treaty that has entered into with another country of which the non-resident is a tax resident (Refer "Tax Treaty Benefits" of this document)
- Short term/ Long term capital gain tax will be deducted at the time of redemption of units in case of NRI investors only.
- Also in case of Specified overseas financial organizations short-term capital gains arising on sale/repurchase of Units would be taxed at 40% in case of foreign companies and 30% in case of others (plus applicable surcharge and 4% Health & Education cess) (subject to the concessional rate of tax provided for in Section 111A of the Act).

#### c. Tax Deduction at Source

##### All Unit holders:

- No income-tax was deductible at source, on any income distributed by the Mutual Fund on or before 31 March 2020 under the provisions of Section 194K and 196A of the Act.
- However, in terms of the Finance Act, 2020, income distributed otherwise than by way of transfer in respect of units of Mutual Funds specified under section 10(23D) on or after 01 April 2020 shall be taxable in the hands of the unit holder and tax shall be deducted at the time of credit or payment whichever is earlier, as under:

Unit holder	Section under which tax is deductible	TDS rate
Resident individuals (*)	194K	10%
Domestic Companies (*)	194K	
Non-residents	196A	20% plus applicable surcharge and 4% Health and Education cess
Non-Residents (companies other than domestic companies)	196A	

(\*) No tax shall be deducted in case of a resident unit holder if the dividend amount or the aggregate of dividend distributed or paid or likely to be distributed or paid during the financial year does not exceed Rs. 5,000/- or if the income is of nature of capital gains.

- In terms of section 195 of the Act, tax shall be deducted at source by the Purchaser in case the units are sold by the non-residents (other than Foreign Institutional Investors and long term capital gains which are exempt under section 10(38) of the Act upto 31 March 2018).

#### d. Rate of tax to be deducted at source in case seller is a non-resident other than a company

Long term capital gains on sale of units other than units of equity oriented fund* (being unlisted securities) <sup>1</sup>	10% plus applicable surcharge and 4% Health & Education cess
Short term capital gains on units of equity oriented funds referred to in section 111A*	15% plus applicable surcharge and 4% Health & Education cess
Short term capital gains on units of funds other than equity oriented funds with Irrespective of Holding Period / units of funds of equity oriented fund other than referred to in section 111A#	30% plus applicable surcharge and 4% Health & Education cess

<sup>1</sup> In the case of listed securities in the nature of units of a mutual fund on which no STT is paid, the rate will be 20% plus applicable surcharge and 4% Health and Education cess

\*unless a lower withholding tax certificate is obtained from the tax authorities

#refers to transaction of redemption of units on which securities transaction has been paid

**e. In case of a foreign company –**

Long term capital gains on sale of units other than units of equity oriented fund* (being unlisted securities) <sup>1</sup>	10% plus applicable surcharge and 4% Health & Education cess
Short term capital gains on units of equity oriented funds referred to in section 111A*	15% plus applicable surcharge and 4% Health & Education cess
Short term capital gains on units of funds other than equity oriented funds/ units of funds of equity oriented fund other than referred to in section 111A #	40% plus applicable surcharge and 4% Health & Education cess

\* unless a lower withholding tax certificate is obtained from the tax authorities

#refers to transaction of redemption of units on which securities transaction is been paid

- Under Section 196D of the Act, no deduction shall be made from any income by way of capital gains to Foreign Institutional Investors, in respect of transfer of securities referred to in Section 115AD of the Act. Further, in terms of the proviso to section 115AD (1)(iii) inserted by the Finance Act, 2018, any income arising to the Foreign Institutional Investors from the transfer of a long-term capital asset being an equity share in a company or a unit of an equity oriented fund or a unit of a business trust shall be taxed at the rate of 10% if the total long-term capital gains in a year exceeds one lakh rupees w.e.f. 01 April 2019.

Further, in terms of proviso to Section 196A in the case of remittance to a non-resident who is resident of the Country with which a Double Taxation Avoidance Agreement ('DTAA') is in force, the tax should be deducted at the rate provided in the Finance Act of the relevant year or at the rate provided in DTAA whichever is more beneficial to the unit holder.

In terms of section 206AA of the Act where the unit holder, resident or non-resident, does not furnish its Permanent Account Number (PAN) to the mutual fund, then tax will be withheld at highest of the following rates:

- At the rates specified in the Act / relevant Finance Act.
- At the rate of 20%.

Section 206AB of the Act provides for higher rate for TDS for the non-filers of income-tax return. The TDS rate in this section is higher of the followings rates:

- twice the rate specified in the relevant provision of the Act; or
- twice the rate or rates in force; or
- the rate of five per cent.

However, the said provision does not apply to a non-resident who does not have a permanent establishment in India.

As per Section 139AA of the Income Tax Act 1961, every person eligible to obtain an Aadhaar and has PAN must link their Aadhaar with their PAN by 30<sup>TH</sup> June 2023.

Here's what happens if investor don't link your Aadhaar-PAN by 30<sup>th</sup> June 2023

Investor PAN will become inoperative until linked with Aadhaar

TDS/ TCS deduction will attract a higher rate applicable to PAN not present.

Investor will NOT be able to do many banking services such as:

- Book a Fixed Deposit above Rs. 50,000
- Deposit cash above Rs. 50,000.
- Get a new Debit/Credit Card
- Invest or redeem your Mutual Funds.
- Purchase any foreign currency beyond Rs. 50,000.

Please note linking of Aadhaar with PAN does not apply to an individual who does not possess an Aadhaar number / Enrollment ID and is (notification 37/2017 dated 11-May-2017 issued by CBDT):-

- residing in the States of Assam, Jammu and Kashmir and Meghalaya.
- a Non-Resident as per Income Tax Act 1961.
- of the age of eighty years or more at any time during the previous year.
- not a citizen of India.

- **Deduction under section 80C**

As per section 80C, and subject to the provisions, an individual/ HUF is entitled to a deduction from the Gross Total Income up to Rs. 1.5 lakhs (along with other prescribed investments for the amounts invested in any units of a mutual fund referred to in section 10(23D) of the Act, under any plan formulated in accordance with such scheme as the Central Government may notify.

Further, in view of 'The Taxation and Other Laws (Relaxation of certain provisions) Ordinance, 2020', the unit holder has an option to claim the deduction u/s 80C for the amounts invested as stated above during the period 01 April 2020 to 30 June 2020 in the income-tax return for financial year 2019-20 or 2020-21.

However, in case the Individual/HUF opts for the new tax regime in terms of the provisions of section 115BAC inserted by the Finance Act, 2020 w.e.f. 01 April 2021 (i.e. from the financial year starting from 01 April 2020 i.e. Assessment Year 2021-21), the benefit of deduction under section 80C will not be available.

- **Gift of Units**

In terms of section 56(2)(x) of the Act, any property (other than immovable property) transferred without consideration or for an inadequate consideration (as provided in section 56(2)(x)(c) of the Act) will be taxable in the hands of recipient assessee.

The term "property" includes shares and securities. Units of a mutual fund could fall within the purview of the term "securities".

As per the Act, "property" would refer to capital assets only.

- **Clubbing of income**

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

- **Securities Transaction Tax**

All Unit Holders

Please refer table under the heading Securities Transaction Tax

Tax Collected at Source (TCS)

Tax Collected at Source (TCS) is the tax payable by a seller which he collects from the buyer on sale of any goods.

A Seller of Goods whose turnover exceeds Rs.10crores in the previous financial year is liable to collect TCS from Buyer on Sale of any goods (w.e.f. October 1, 2020)

Seller means a person whose total sales, gross receipts or turnover from the business carried on by him exceed ten crore rupees during the financial year immediately preceding the financial year in which the sale of goods is carried out, not being a person as the Central Government may, by notification in the Official Gazette, specify for this purpose, subject to such conditions as may be specified therein.

Buyer means a person who purchases any goods, but does not include,-

- a) the Central Government, a State Government, an embassy, a High Commission, legation, commission, consulate and the trade representation of a foreign State; or
- b) a local authority as defined in the Explanation to clause (20) of section 10; or
- c) a person importing goods into India or any other person as the Central Government may, by notification in the Official Gazette, specify for this purpose, subject to such conditions as may be specified therein;

TCS to be collected on the amount exceeding Rs.50lakhs, if the aggregate value of goods is more than Rs.50 Lakhs in a financial year. TCS shall be collected on the amount received from buyer. Since the amount received from the buyer is inclusive of GST; TCS shall also be levied on the GST amount. Tax to be collected at the time of receipt of sale consideration.

**A) If PAN Aadhar Available**

0.1% on sale consideration exceeding Rs.50 lakhs.

**B) If PAN / Aadhar is not available**

1% on sale consideration exceeding Rs.50 lakhs.

• **TAX TREATMENT IN SPECIAL CIRCUMSTANCES**

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

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

As per the provisions of section 47(xix) of the Act (Inserted by Finance Act, 2016 applicable w.e.f 01 April 2017), any transfer made by a unit holder of a capital asset, being a unit or units, held by him in the consolidating plan of a mutual fund scheme, made in consideration of the allotment to him of a capital asset, being a unit or units, in the consolidated plan of that scheme of the mutual fund will not be regarded as transfer of capital asset.

Transfer of units upon consolidation of mutual fund schemes of two or more schemes of equity oriented fund or two or more schemes of a fund other than equity oriented fund in accordance with SEBI (Mutual Funds) Regulations, 1996 is exempt from capital gains

In terms of section 49 (2AF) of the Act,(inserted by Finance Act, 2017, with effect from 1 April 2017), cost of acquisition of the units in the consolidated plan shall be the cost of units in consolidating plan of mutual fund scheme and in terms of section 2(42A)(hg) (inserted by Finance Act,2017 with effect from 01 April 2017) the period of holding of the units of consolidated plan shall include the period of holding for which the units in consolidating plan of mutual fund scheme were held.

As per the provisions of section 47(xb) of the Act (inserted by the Finance Act, 2017 applicable w.e.f 01 April 2018), any transfer made by way of conversion of preference shares of a company into equity shares of that company will not be regarded as transfer of capital asset.

Further, in terms of section 49(2AE) (inserted by the Finance Act, 2017 w.e.f. 01 April 2018) where the capital asset, being equity share of a company, became the property of the assessee in consideration of transfer referred in section 47(xb) referred to above, the cost of acquisition of the asset shall be deemed to be that part of the cost of the preference share in relation to which such asset is acquired by the assessee. In terms of section 2(42A)(hf) (inserted by the Finance Act, 2017 with effect from 01 April 2018), the period of holding of the equity shares acquired u/s 47(xb) shall include the period for which the preference shares were held by the assessee.

In terms of section 49 (2AG) of the Act (inserted by the Finance Act, 2020, with effect from 01 April 2020), cost of acquisition of a unit or units in the segregated portfolio shall be the amount which bears, to the cost of acquisition of a unit or units held by the assessee in the total portfolio, the same proportion as the net asset value of the asset transferred to the segregated portfolio bears to the net asset value of the total portfolio immediately before the segregation of portfolios. Further, as per section 2(42A)(hh) (inserted by the Finance Act, 2020 with effect from 01 April 2020) the period of holding of the units in a segregated portfolio shall include the period for which the original unit or units in the main portfolio were held by the assessee.

Further, in terms of section 49(2AH) (inserted by the Finance Act, 2020 with effect from 01 April 2020), the cost of acquisition of the original units held by the unit holder in the main portfolio shall be deemed to have been reduced by the amount as so arrived u/s 49(2AG) of the Act.

#### **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. The tax benefits to the Mutual Fund and Unit Holders shall be in accordance with the prevailing tax laws

#### **TAX TREATY BENEFITS**

As per section 90(2) of the Act the non-resident has an option to be governed by the provision of the Act or the provisions of a Tax Treaty that has entered into with another country of which the non-resident is a tax resident, whichever is more beneficial. The provision of Section 195 and/or 197 of the Act would however need to be complied with in this regard.

As per sections 90(4) and 90(5) of the Act the benefit of a Tax Treaty would, however, not be available to a non-resident assessee unless a certificate of it being a resident of the other country is obtained from the Government of that country and the assessee provides the particulars as prescribed in Form No. 10F.

In terms of Rule 37BC (inserted by Finance Act, 2017), a relaxation has been provided to non-residents (not being a company, or a foreign company) from deduction of tax at higher rate of 20% in the absence of PAN subject to them providing specified information and documents (like Tax Residency Certificate ("TRC"), Tax Identification Number ("TIN"), etc.)

#### **a. GIFT-TAX**

The Gift-tax Act, 1958 has ceased to apply to gifts made on or after October 1, 1998. Gift of Units of Mutual Funds would therefore, be exempt from gift-tax.

#### **SWITCHING FROM ONE SCHEME TO ANOTHER**

Switching from one scheme/option to another scheme/option will be effected by way of redemption of units of the relevant scheme/option and reinvestment of the redemption proceeds in the other scheme/option selected by unit holder. Hence, switching will attract the same implications as on transfer of such units.

**The above Statement of Possible Direct Tax Benefits/Consequences sets out the provisions of law in a summary manner only and is not a complete analysis or listing of all potential tax consequences of the purchase, ownership and disposal of mutual fund units. The statements made above are based on the tax laws in force (including amendments made by the Finance Act, 2020), Chapter VII of the Finance (No.2) Act, 2004 pertaining to Securities Transaction Tax, and as interpreted by the relevant taxation authorities as of date which are subject to change or modification by subsequent legislative, regulatory, administrative or judicial decisions. Such changes could have different regulatory and tax implications. Investors/Unit**

**Holders are advised to consult their legal counsel, and financial, accounting, regulatory and tax advisors with respect to the tax consequences of the purchase, ownership and disposal of mutual fund units.**

As per the Finance Act, 2017, the base year for indexation purpose has been shifted from 1981 to 2001 to calculate the cost of acquisition or to take fair market value of the asset as on that date. Further, it provides that cost of acquisition of an asset acquired before 1 April 2001 shall be allowed to be taken as fair market value as on 1 April 2001.

## **B. LEGAL INFORMATION**

### **1. NOMINATION FACILITY**

Nomination shall be mandatory for new folios/accounts opened by an individual no new folios/accounts for individuals would be opened without nomination. However, investors who do not wish to nominate must sign declaration opting out of Nomination. Where the Units are held by more than one person jointly, the joint Unitholders shall together nominate one or more persons in whom all the rights in the Units shall vest in the event of death of all the joint Unitholders. Nomination is not allowed in a folio held on behalf of a minor.

The Nomination Facility has been provided to enable Unitholders can nominate more than one person, subject to a maximum of three, in whom the Units held by the Unitholder shall vest in the event of the demise of the Unitholder. Accordingly, upto 3 nominees can be made per folio. Existing and new investors can make a fresh nomination which will supersede all existing nominations in the folio by filing a fresh nomination form. In case of more than one nominations, it is mandatory for unitholders to indicate the percentage allocation in favour of the nominees in the nomination forms/ requests letter in whole numbers such that it totals to 100%, so that the AMC can execute its obligations to the unitholders. If the percentage allocation is not mentioned or is left blank, the AMC shall apply the default option of equal distribution among all the nominees as designated by the deceased Unitholder.

A nomination in respect of the Units does not create an interest in the property after the death of the Unitholder. The nominee/s shall receive the Units only as an agent/s and trustee/s for the legal heirs or legatees as the case may be. It is, hereby, clarified that the nominees under the nomination facility provided herein shall not necessarily acquire any title or beneficial interest in the property by virtue of this nomination.

Non-individuals including society, trust, body corporate, partnership firm, Karta of Hindu Undivided Family, holder of Power of Attorney cannot nominate. The Nominee shall not be a trust other than a religious or charitable trust, society, body corporate, partnership firm, Karta of Hindu Undivided Family or a Power of Attorney holder. A minor can be nominated and in that event, the name and address of the guardian of the minor nominee shall be provided by the unitholder.

Nomination can also be in favor of the Central Government, State Government, a local authority, any person designated by virtue of these offices or a religious or charitable trust. A non-resident Indian can be a Nominee subject to the exchange controls in force from time to time. Nomination in respect of the Units stands rescinded upon the Repurchase/Redemption of Units. Cancellation of nomination can be made only by those individuals who hold Units on their own behalf singly or jointly and who made the original nomination. On cancellation of the nomination the nomination shall stand rescinded and the Mutual Fund / AMC shall not be under any obligation to transfer the Units in favour of the nominee/s. The nomination facility extended under the Scheme is in accordance with SEBI regulations and subject to other applicable laws. Transmission of the Units in the name of the nominee/s shall discharge the AMC from any liability towards the successor(s)/heir(s) of the deceased Unitholder(s). However, the AMC may request the nominee/s to execute suitable indemnities in favour of the AMC, and to submit necessary documentation to the satisfaction of the Mutual Fund before transmitting Units to his / her/their favour. Nominations received in the form prescribed by the Mutual Fund alone shall be valid. The AMC shall, subject to production of such evidence, which in their opinion is sufficient, proceed to effect the payment to the Nominee/s. Transmission of Units/payment to the nominee/s of the sums shall discharge the Mutual Fund / AMC of all liability towards the estate of the deceased Unitholder and his/ her/their successors/legal heirs.

In case of joint holders all holders will have to sign on the Nomination Form and all holders will have to jointly appoint only one set of nominee/s. Nomination form cannot be signed by Power of Attorney (POA) holders.

Further, if either the Mutual Fund and/or the AMC incur any loss whatsoever arising out of any litigation or harm that it may suffer in relation to the nomination, they will be entitled to be reimbursed absolutely from the deceased Unitholders' estate.

Investors / Unitholders are advised to read the instructions carefully before nominating.



The AMC / Trustee can call for such documents from the nominee as the AMC/Trustee deems necessary.

In cases where the Units are pledged/ charged, the nominee shall not be entitled to the transmission of Units in his/her name until the entity to which the Units are pledged/ charged provides written authorisation to the Mutual Fund to transmit the Units to the nominee. Further the nominee on transmission shall not be able to redeem/ switch Units that are pledged/ charged until the entity to which the Units are pledged provides written authorisation to the Mutual Fund that the pledge / charge may be removed. As long as Units are pledged, the Pledgee will have complete authority to Redeem/ Repurchase such Units.

In case of Pledge of Units, the obligation of the pledge shall be transmitted to the nominee. The Units will be transmitted to the nominee only on production of an NOC by the nominee. Nomination forms can be obtained from the offices of the AMC and ISC.

For units of the Scheme(s) held in electronic (demat) form with the Depository, the nomination details provided by the Unit holder 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. Payment to the nominee of the sums shall discharge the Mutual Fund of all liability towards the estate of the deceased Unit holder and his/her legal successors/legal heirs. In case nomination has been made for DP account with joint holders, in case of death of any of the joint holder(s), the securities will be transmitted to the surviving holder(s). Only in the event of death of all the joint holders, the securities will be transmitted to the nominee. In case nomination is not made by the sole holder of DP account, the securities would be transmitted to the account of legal heir(s), as may be determined by an order of the competent court.

## **2. TRANSFER / TRANSMISSION FACILITY**

The units of the scheme held in the dematerialized form will be fully and freely transferable (subject to lien, if any marked on the units) in accordance with provisions of SEBI (Depositories and Participants) Regulations, 1996 as may be amended from time to time and as stated in SEBI Circular No. CIR / IMD/DF/10/2010 dated August 18, 2020. The units held in physical form (i.e. by way of an account statement) are transferable post requisite procedures and formalities applicable in this regard.

The first-named unitholders will be entitled to receive the account statements, all notices and correspondences with respect to the account, as well as the proceeds of any repurchase / redemption or IDCW or other distributions and shall be entitled to exercise voting rights as permitted associated with such units.

Any addition / deletion in respect of joint holdings other than the first holder and/ or addition of names to a single holding will be permitted under any folio of the scheme and this will not be deemed to be in the nature of transfer. However, the deletion of names in case of death of the first named unit holder (in respect of joint holdings) will be permitted for the purpose of transmission of units.

All joint holding of Units and mutual understanding amongst the joint holders should be dealt with privately amongst the joint holders. The AMC, Trustee Company, Mutual Fund will not be responsible to fulfill and or discharge any claim; dues, liability (statutory, monetary or otherwise, whatsoever) that may arise on account of such joint holding and mutual understanding, if any amongst them.

A person who wishes to make addition / deletion in respect of joint holding other than the first holder and /or addition of names to a single holding, upon producing of documentation to the satisfaction of the Mutual Fund and / or AMC and upon executing suitable indemnity in favour of the Mutual Fund and the AMC, shall be registered / removed as a Joint Unit holder. No addition / deletion of names is allowed where the units are under lien/ pledged / charged. The Nomination in respect of folio wherein request for addition / deletion have been received stands rescinded upon the addition / deletion of names and the Mutual Fund / AMC shall not be under any obligation to transfer the units in the favour of the nominee/s. The updated single or joint holders shall be required to provide fresh nomination upon registration / removal of a joint holder.

Further, if a transferee becomes a holder of the Units by operation of law, or in case of joint holding or upon enforcement of a pledge, the AMC shall, subject to production of such evidence, which in their opinion is sufficient, proceed to effect the transfer, if the intended transferee is otherwise eligible to hold the Units, within 30 days from the date of the receipt of all relevant documents, as specified under SEBI Regulation and the upon having paid stamp duty under the relevant Stamp Act of the State (if and as may be applicable).

In the case of the Transmission, if the units are held in a single name by the Unitholders, Units shall be transmitted in favour of the nominee where the Unitholder has appointed a nominee upon production of death certificate or any other documents to the



satisfaction of the AMC / Registrar. If the Unitholder has not appointed a nominee or in the case nominee dies before the unitholder, the Units shall be transmitted in favour of as otherwise directed by the unitholder's personal representative(s) on production of the death certificate and / or any other documents to the satisfaction of the AMC / Registrar. If units are held by more than one registered unitholders, then, upon death of one of the Unitholders, the Units shall be transmitted in favour of the remaining unitholder(s) (in the order in which the names appear in the register of Unitholders, with the Registrar) on production of a death certificate and / or any other documents to the satisfaction of the AMC / Registrar and to the nominee only upon the death of all the Unitholders. However, in case of joint holdings with a minor as the first holder, the units will be vested in the legal heirs of the minor, in the event of the death of the minor.

The unitholder is required to submit the documents for transmission details of that which are available on the website of the AMC.

The AMC shall not accept requests from redemption from a claimant wherein completion of the transmission of units is pending in his / her favour.

The units held in the demat mode will be transferable and will be subject to transmission facility in accordance with the provisions of SEBI (Depositories and Participants) Regulations 1996, as may be amended from time to time.

The delivery instructions for transfer of units will have to be lodged with the DP in the requisite form as may be required from time to time and transfer will be affected in accordance with such rules/regulations as may be in force governing transfer of securities in dematerialized mode.

### **3. PREVENTION OF MONEY LAUNDERING ACT, 2002**

In terms of the Prevention of Money Laundering Act, 2002, the Rules issued thereunder, 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.

The SEBI Register Intermediaries are advised to take necessary compliance of the Act, inter-alia maintenance and preservations of records and reporting of information relating to Cash and suspicious transactions to Financial Intelligence Unit-India (FIU-IND) New Delhi.

SEBI issued circular a master circular on October 15, 2019, for Anti Money Laundering (AML) Standards / Combating the Financing of Terrorism (CFT) / Obligations of Securities Market Intermediaries. SEBI has also issued various directives through circulars, from time to time, covering issues relating to Know Your Client (KYC) norms and Anti-Money Laundering.

The unitholder (s) should ensure that the amount invested in the Scheme 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 applicable law/ Government Rules / Direction from Government from time to time.

For KYC related procedure please refer para How to Apply.

The AMC / Fund reserves right to Call /Collect/ Retain information and documents from unitholders to ensure appropriate identification of the unitholders and establishing the identity of the unitholder, proof of residence, source of funds etc. If after due diligence, the AMC believes that any transaction is suspicious in nature as regards money laundering, failure to provide required documentation, information, etc., the AMC shall have absolute discretion to report such suspicious transactions to FIU-IND and / or to freeze the folios of the unitholder(s) reject any application(s) / allotment of units and effect mandatory redemption of unit holdings of the investor(s) at the applicable NAV subject to payment of exit load, if any.

The Fund / AMC / Trustee and their Directors, employees and agents shall not be liable in any manner for any claim arising on account of freezing the folios / rejection of any application / allotment of units or mandatory redemption of units due to non-compliance with the Act, SEBI Circular(s) and KYC policy and / or believes that transactions is suspicious in nature and reporting the same to FIU - IND.

#### **4. FREEZING/SEIZURE OF ACCOUNTS**

Investors may note that under the following circumstances the Trustee/AMC may at its sole discretion (and without being responsible and/or liable in any manner whatsoever) freeze/seize a Unitholder's account (or deal with the same in the manner the Trustee/AMC is directed and/or ordered) under a Scheme:

- (a) Under any requirement of any law or regulations for the time being in force.
- (b) Under the direction and/or order (including interim orders) of any regulatory/statutory authority or any judicial authority or any quasi-judicial authority or such other competent authority.

#### **5. CLOSURE OF UNITHOLDERS' ACCOUNT – Mandatory Repurchase / Redemption of Units**

As Units may not be held by any person in breach of the SEBI Regulations, any law or requirements of any governmental, statutory authority including, without limitation, exchange control regulations, the Mutual Fund may mandatorily redeem all the Units of any Unitholder where the Units are held by a Unitholder in breach of the same.

The Trustees may mandatorily repurchase /redeem Units of any Unitholder in the event it is found that the Unitholder has submitted information either in the application or otherwise that is false, misleading or incomplete.

Where a Unitholder who is a person resident in India at the time of subscription of Units becomes a person resident outside India subsequently, the proceeds on Repurchase/ Redemption will be non-repatriable.

The Trustee / AMC reserves the right to close the Unitholder's Account or Account associated with the Unitholder by way of mandatory repurchase / redemption of units held in the schemes of the Mutual Fund in case the Unitholder / associate of the Unitholder, attempts to indulge, act, inculcate, harass any person associated with the AMC / Mutual Fund / Trustee Company and its associates / service provider by way of any kind of behavior / actions, verbal or physical or otherwise which the AMC may deem fit and considered as indecent, vulgar, immoral, obscene, improper, unethical, unprofessional, provocative, unacceptable or compromising / trespassing / intrusion of individual privacy / rights / obligations / freedom / fundamental rights thereof in accordance with the laws, rules, notifications, acts of the State or Central Governments or statutory authorities or judicial pronouncement or otherwise.

#### **6. DURATION OF THE SCHEME & WINDING UP**

The duration of the Scheme is perpetual in case of open ended scheme. The AMC, the Fund and the Trustee reserve the right to make such changes/alterations to the Scheme (including the charging of fees and expenses) offered under the Offer Document to the extent permitted by the applicable Regulations. However, in terms of the Regulations a Scheme is to be wound up:

1. On happening of any event, which in the opinion of the Trustee, requires the Scheme to be wound up, OR
2. If seventy five percent (75%) of the Unitholders of the Schemes pass a resolution that the Scheme be wound up, OR
3. If SEBI so directs in the interest of the Unitholders
4. In case of non-fulfillment of condition prescribed in terms of minimum number of investors as per the SEBI Regulations

Where the Scheme is so wound up, under Regulation 39 sub-regulation (2) of Securities and Exchange Board of India (Mutual Funds) Regulations, 1996 (SEBI MF Regulation) the Trustee shall give notice within one day, disclosing the circumstances leading to the winding up of the Scheme to:

- (a) SEBI and,
- (b) In two daily newspapers having a circulation all over India and in vernacular newspaper circulating at the place where the Mutual Fund is formed.

Provided that where a scheme is to be wound up under SEBI MF Regulation 39 (2) (a), the trustees shall obtain consent of the unit holders participating in the voting by simple majority on the basis of one vote per unit and publish the results of voting within forty five days from the publication of notice under SEBI MF Regulation 39 sub-regulation (3) : Provided further that in case the

trustees fail to obtain the required consent of the unitholders under SEBI MF Regulation 39 (2) (a), the schemes shall be reopened for business activities from the second business day after publication of results of the voting

## **EFFECT OF WINDING UP**

On and from the date of the publication of notice of winding up, the Trustee or the Investment Manager, as the case may be, shall:

1. Cease to carry on any business activities in respect of the Scheme so wound up;
2. Cease to create or cancel Units in the Scheme;
3. Cease to issue or Repurchase/Redeem Units in the Scheme.

## **PROCEDURE AND MANNER OF WINDING UP**

In the event of the Scheme being wound up the AMC shall proceed as follows: -

- 1) The Trustee shall call a meeting of the Unitholders of the relevant Scheme to approve by simple majority of the Unitholders present and voting at the meeting for authorising the Trustee / AMC or any other person to take steps for the winding up of the Scheme.
  - (a) The Trustee or the person authorised above, shall dispose of the assets of the Scheme concerned in the best interest of the Unitholders of the Scheme.
  - (b) 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 Unitholders in proportion to their respective interest in the assets of the Scheme, as on the date the decision for winding up was taken.
- 2) On completion of the winding up, the Trustee 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, net assets available for distribution to the Unitholders and a certificate from the auditors of the Fund.
- 3) Notwithstanding anything contained here in 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.

## **C. GENERAL INFORMATION**

### **1. POWER TO MAKE RULES**

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

### **2. POWER TO REMOVE DIFFICULTIES**

If any difficulty arises in giving effect to the provisions of the Schemes and the Plans/Options thereunder, the Trustee may, subject to the Regulations, take any action not inconsistent with such provisions, which appears to it to be necessary, desirable or expedient, for the purpose of removing such difficulties.

### **3. UNDERWRITING**

Subject to SEBI 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) Regulations, 1993 authorising it to carry on activities as underwriters. The capital adequacy norms for the purpose of underwriting shall be the net assets of the respective Schemes / Plans and the underwriting obligation of the respective Schemes / Plans shall not at any time exceed the total net asset value of the respective Plans.

#### **4. STOCK LENDING BY THE MUTUAL FUND**

Subject to the SEBI Regulations and applicable guidelines, the Schemes 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 borrower will return the securities lent on expiry of the stipulated period. Please refer the Scheme Information Document for risk associate with Stock Lending.

Each Scheme, under normal circumstances, shall not have exposure of more than 50% of its net assets in stock lending. The Scheme may also not lend more than 5% of its overall stock lending exposure to any one intermediary to whom securities will be lent. 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.

#### **5. BORROWINGS BY MUTUAL FUND**

Under the Regulations, the Fund is allowed to borrow to meet its temporary liquidity needs for the purpose of Repurchase/ Redemption of Units or payment of interest or IDCW to the Unit holders. Further, as per the Regulations, the 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 Sponsor or any of its 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 cost, which would be dealt in accordance with the SEBI Regulations in consultation with the Trustees.

#### **6. PROCEDURE FOLLOWED FOR INVESTMENT DECISIONS**

All investment decisions, relating to the schemes, will be undertaken by the Fund Manager / Portfolio team in accordance with the Regulations and investment objectives as specified in the Scheme Information Document.

The Investment Committee comprising of Managing Director & Chief Executive Officer, Chief Investment Officer, Fund Managers, Head of Compliance, Head of Operations and Risk Officer and shall be responsible for formulation and review of investment policies & processes, portfolios, investment compliances, risk monitoring, scheme performance in accordance with internal policies and SEBI (Mutual Funds) Regulations.

The Managing Director & Chief Executive Officer is not involved in the investment decision making process. The role of Managing Director & Chief Executive Officer of the AMC to ensure that due diligence is exercised while making investment decisions, the process and procedure are followed in accordance with policies, mechanism etc. laid down by the Board of Directors and are in the best interests of the unit holders.

Performance of the Scheme will be tabled before the Board of the AMC and Trustee respectively. Further, the Boards of AMC and Trustee will also review the performance of the scheme with reference to appropriate Benchmark as defined in the Scheme Information Document.

All investment decisions taken by the AMC in relation to the corpus of the scheme shall be recorded in the manner prescribed in the SEBI Regulations.

#### **7. SOFT DOLLAR - ARRANGEMENTS**

When a broker provides the AMC with services or products other than transaction execution, or pays for those services or products for the AMC such as free research, hardware, software or non - research - related - services, etc. in recognition of portfolio execution business done with that broker or in the expectation of such business, the AMC is said to have acquired those services or products with "Soft - Dollars."

The AMC does not have any soft dollar arrangement with brokers. Generally, the brokers in addition to execution also provide (i) research (ii) arranging conference and meeting for all their clients wherein the representatives of all their clients are invited by broker to attend such conference and meeting (iii) sales coverage i.e. having designated sales staff to attend to queries from the

AMC or arranging meetings for the AMC's research staff with the broker's analysts. The commission paid to the broker is one composite percentage figure and is not split in to two parts, one representing the cost for execution and the other part representing the cost for research and other services. The Research services / report received from the Brokers are used for the benefit of all the respective schemes for executing trade in such scheme which are in the interest of the investors of the Fund. The AMC presently does not do any proprietary trading. No Broker currently empanelled by the AMC is affiliated to the AMC. The soft dollar is policy is available on the website of the AMC.

#### INTER-SCHEME TRANSFER OF INVESTMENTS

Transfers of investments from one scheme to another scheme in the same mutual fund is permitted\* only if -

- such transfers are done at the prevailing market price<sup>^</sup> for quoted instruments on spot basis.  
Explanation: "spot basis" shall have same meaning as specified by stock exchange for spot transactions.
- the securities so transferred shall be in conformity with the investment objective of the scheme to which such transfer has been made.

\*The Scheme shall comply with the guidelines provided for inter-scheme transfers as specified in SEBI circular no. SEBI/HO/IMD/DF4/CIR/P/2020/202 dated October 8, 2020.

<sup>^</sup>SEBI circular no. SEBI/HO/IMD/DF4/CIR/P/2019/102 dated September 24, 2019 has prescribed the methodology for determination of price to be considered for inter-scheme transfers.

#### ASSOCIATE TRANSACTIONS

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, group companies, associates of the Sponsor established or established at a later date and employees or relatives. The AMC will conduct its business with the aforesaid 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.

Details of the Services used for Investor Education & Awareness and Marketing of the Fund:

Name of Associate Company	Investor Education and Awareness Expenses (Rs.)	Marketing Expenses (Rs.)
Quantum Information Services Private Limited – 2020 - 21	7,72,900	NIL
Quantum Information Services Private Limited – 2021-22	NIL	NIL
Quantum Information Services Private Limited – 2022-23	NIL	NIL

The Mutual Fund scheme shall not make any investment in;

- any unlisted security of an associate or group company of the Sponsor; or
- any security issued by way of private placement by an associate or group company of the Sponsor; or
- the listed securities of group companies of the Sponsor which is in excess of 25% of the net assets of such scheme.

The AMC will, before investing in the securities of the group companies of the Sponsor, evaluate such investments, the criteria for the evaluation being the same as is applied to other similar investments to be made under the Scheme. Investments under the Scheme in the securities of the group companies will be subject to the limits under the Regulations.

### Details of the Associates of the Asset Management Company

- I. Business Given and Brokerage paid to Associates Companies during the last three fiscal years:- **NIL**
- II. Commission paid to Associate Company for Distribution of units performed by the Associate company during the last three years

Name of Associate Company	Nature of Association/ Nature of Relation	Period covered	Business given (Rs. Cr & % of total business received by the fund)	Commission paid (Rs. & % of total commission paid by the fund)
Quantum Information Services Private Limited	Associate Company	April 01, 2020 - March 31, 2021	4.04 Cr & 0.35%	Rs. 2,52,345.04 & 10.56 %
Not Applicable	Not Applicable	April 01, 2021 - March 31, 2022	Nil	Nil
Not Applicable	Not Applicable	April 01, 2022 - March 31, 2023	Nil	Nil

### III. Underwriting obligations with respect to issues of Associate Companies:

Quantum Mutual Fund has till date not entered into any underwriting contracts in respect of any public issue made by any of the group/associate companies of the Sponsor, under any of its Scheme(s).

### IV. Subscription in issues lead managed by the Sponsor or any of its associates:

No scheme of Quantum Mutual Fund has invested in any public issue lead managed by any Group/ Associate company of the Sponsor.

- V. Names of the associate of the Sponsor or the Asset Management Company with which the Mutual Fund proposes to have dealings, transactions and those whose services may be used for marketing and distributing the scheme and the commissions that may be paid to them presently are as follows:

Sr. No.	Name of the Associates
1.	Quantum Advisors Private Limited
2.	Quantum Asset Management Company Private Limited
3.	Quantum Trustee Company Private Limited
4.	Primary Real Estate Advisors Pvt Ltd
5.	Quantum India (Mauritius) Limited
6.	Arc Neo Financial Private Limited

### Documents Available for Inspection

The following documents will be available for inspection at the office of the Mutual Fund at 6th Floor, Hoechst House, Nariman Point, Mumbai - 400 021 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
- Securities and Exchange Board of India (Mutual Funds) Regulations, 1996 and amendments from time to time thereto.
- Indian Trusts Act, 1882.

### Investor Grievances Redressal Mechanism

Investor may contact the AMC for any Queries / Clarifications / Complaints to Mr. Chandrasen Manjrekar – Vice President Customer Relations at Email – CustomerCare@QuantumAMC.com, Telephone number – 1800 209 3863 / 1800 22 3863 (Toll Free),.

Ms. Rina Nathani – Investor Relation Officer (IRO) can be contacted at Quantum Asset Management Company Private Limited, 6th Floor, Hoechst House, Nariman Point, Mumbai – 400021, Telephone Number 022-61447800, Email IRO@Quantumamc.com

For any grievances with respect to transactions through Stock Exchange Platform for Mutual Funds, the investors should approach either the stockbroker or the investor grievance cell of the respective stock exchange.

The AMC also has Grievance Policy which is available on AMC website <https://www.quantumamc.com/policy>.

The Number of Complaints received and redressed during the last three financial years are as under:

	April 1, 2020 to March 31, 2021			April 1, 2021 to March 31, 2022			April 1, 2022 to March 31, 2023		
	Received	Redressed	Pending	Received	Redressed	Pending	Received	Redressed	Pending
Total	66	66	0	20	20	0	18	18	0

The data on the number of complaints received, redressed and pending required to be updated every two months as prescribed by SEBI is accordingly updated up to March 31, 2024 is as follows:

April 1, 2023 to March 31, 2024			
Particular	Received	Redressed	Pending
Total	21	21	Nil

Notwithstanding anything contained in this Statement of Additional Information, the provisions of the SEBI (Mutual Funds) Regulations, 1996 and the guidelines thereunder shall be applicable.

For and on behalf of Board of Directors of  
Quantum Asset Management Company Private Limited

Sd/-  
Jimmy A Patel  
Managing Director & Chief Executive Officer

Place: Mumbai  
Date: June 30, 2023